



BERGEN ROCKLAND ERUV ASSOCIATION, INC. et al v. THE BOROUGH OF MONTVALE, Docket No. 2:17-cv-08632 (D.N.J. Oct 18, 2017), Court Docket

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BERGEN ROCKLAND ERUV ASSOCIATION,
INC., SARAH BERGER, MOSES BERGER,
CHAIM BREUER, JOEL FRIEDMAN, ARYA
RABINOVITS, YOSEF ROSEN, and TZVI
SCHONFELD

Plaintiffs,

-against-

THE BOROUGH OF MONTVALE

Defendant.

Civ. No. _____

COMPLAINT

Plaintiffs Bergen Rockland Eruv Association, Inc. (“BREA”), Sarah Berger, Moses Berger, Chaim Breuer, Joel Friedman, Arya Rabinovits, Yosef Rosen, and Tzvi Schonfeld (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 Borough of Montvale (“Montvale” or “Defendant”), which constitute intentional deprivation of Plaintiffs’ rights and liberties under the

First and Fourteenth Amendments to the United States Constitution and multiple federal statutes.¹

2. BREA, Sarah Berger, Moses Berger, Chaim Breuer, Joel Friedman, Arya Rabinovits, Yosef Rosen, and Tzvi Schonfeld and other Jewish residents of Rockland County, New York have sought to establish an eruv in parts of Bergen County, New Jersey that would allow Rockland County Jews with certain sincerely held religious beliefs, and who reside on or near the New York-New Jersey state lines, to carry or push objects from place to place within a designated unbroken area during the Sabbath and on Yom Kippur (the “Eruv”).²

3. Many Jews have the sincerely held religious belief that, without an eruv, they are not permitted to push or carry objects outside their homes on the Sabbath and Yom Kippur. As a result, men or women who are confined to wheelchairs or who have small children or relatives confined to wheelchairs cannot attend Sabbath and Yom Kippur services or engage in any other activity outside of their homes unless, in limited circumstances, they choose to hire non-Jewish individuals to push their strollers and wheelchairs. Likewise, those who hold such beliefs are not permitted to carry items such as food, water bottles, house keys, personal identification, books, prayer shawls, or reading glasses on those days outside of their homes.

¹ Plaintiff BREA’s principal office address is P.O. Box 488, Monsey, New York 10952. Plaintiff Sarah Berger’s address is 9 Jacqueline Road, Monsey, NY, 10952. Plaintiff Moses Berger’s address is 9 Jacqueline Road, Monsey, NY, 10952. Plaintiff Chaim Breuer’s address is 9 Hillside Avenue, Airmont, NY 10952. Plaintiff Joel Friedman’s address is 11 Fox Hill Road, Spring Valley, NY, 10952. Plaintiff Arya Rabinovits’s address is 60 Gottlieb Drive, Pearl River, NY 10965. Plaintiff Yosef Rosen’s address is 26 Jean Lane, Monsey, NY 10952. Plaintiff Tzvi Schonfeld’s address is 7 Hillside Avenue, Airmont, NY 10952. Defendant Borough of Montvale’s address is 12 Mercedes Drive, Montvale, NJ 07645.

² Pursuant to Local Civil Rule 40.1(c), this case is related to *Friedman et al. v. The Borough of Upper Saddle River et al.*, 2:17-cv-05512-JMV-CLW, and *Bergen Rockland Eruv Association, Inc. et al. v. The Township of Mahwah*, 2:17-cv-06054-JMV-CLW, both pending before District Judge John M. Vasquez and Magistrate Judge Cathy L. Waldor. These cases involve overlapping Plaintiffs, overlapping facts, and overlapping applicable law.

4. Accordingly, there are hundreds of eruvin (the plural form of eruv) throughout the United States, and scores in the New York-New Jersey area alone—including in Bergen, Essex, Mercer, Middlesex, Monmouth, Morris, Ocean, and Union Counties in New Jersey; in Nassau, Suffolk, Westchester, Rockland, and Albany Counties in New York; and in each of the five boroughs of New York City.

5. In 2015, representatives of the Vaad haEruv – Plaintiffs’ designated agent for the planning, organization, and construction of an eruv – approached Orange & Rockland Utilities, Inc. (“O&R”) and requested permission to affix thin PVC plastic pipes known as “lechis,” which are necessary for the establishment of the Eruv, to utility poles in Montvale owned or used by O&R’s New Jersey utility subsidiary Rockland Electric Company (“REC,” and together with O&R, the “Utility Company”). The Eruv created by the installation of these lechis would expand an eruv already in place in Rockland County, such that it would encompass the homes of many observant Jews, including those of Plaintiffs Sarah and Moses Berger, Breuer, Friedman, Rabinovits, Rosen, and Schonfeld. The Utility Company granted express licenses to Vaad haEruv to affix lechis to the poles owned or used by the Utility Company in Montvale.

6. Also in 2015, the then-mayor of Montvale, Roger Fyfe, issued a public statement on Montvale’s website, www.montvale.org, recognizing that an eruv is constructed “so as to be unobtrusive and nearly invisible to the general public,” and that it “has been universally held that the construction of an eruv serves ‘the secular purpose of accommodation’ and does not violate the separation of Church and State.” Mayor Fyfe properly recognized that “[a]bsent any compelling safety concerns, there is little role for Montvale to play in what amounts to a private negotiation between Orange and Rockland and the community that requested the eruv.” Mayor Fyfe further noted that eruvin “are located all throughout Manhattan, and I personally have never

noticed one in all my time in the City.” See Eruv Statement by Mayor of Montvale, annexed hereto as Exhibit A.

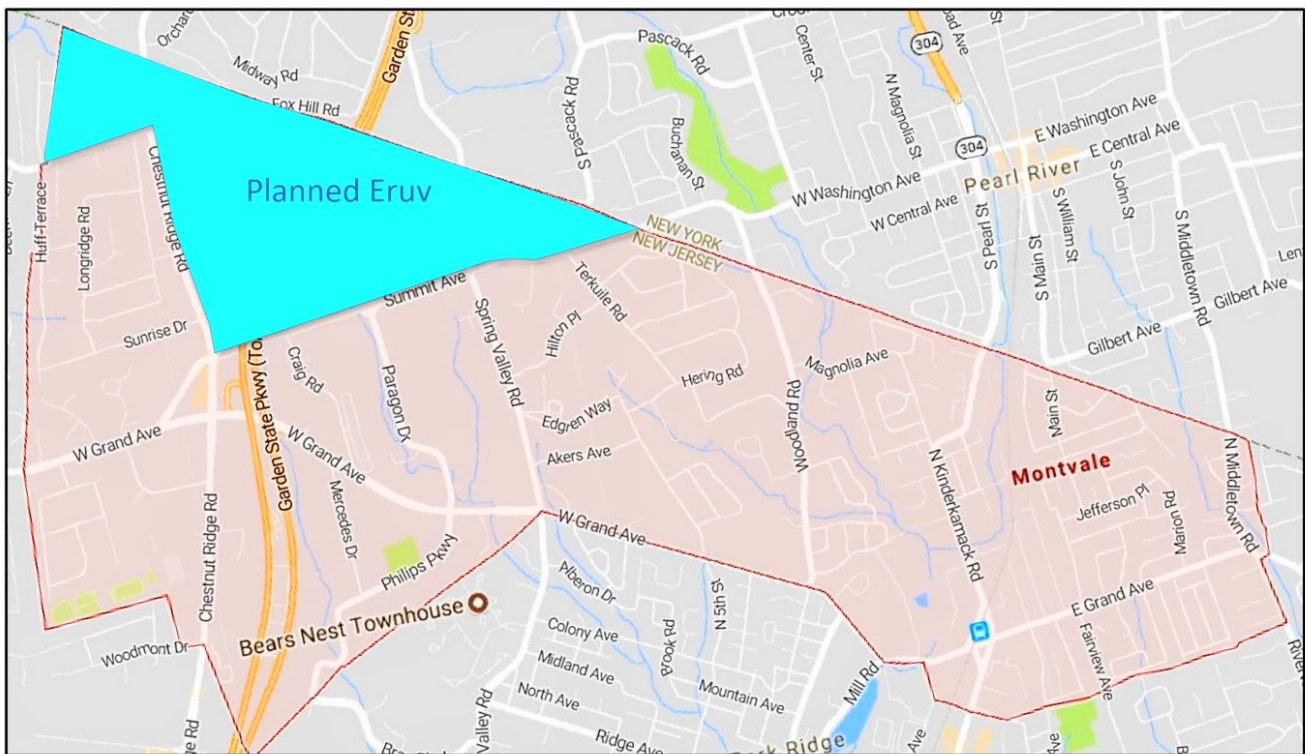
7. On or about June 1, 2015, the Vaad haEruv and the Utility Company entered into a License Agreement. Through the License Agreement, which is annexed hereto as Exhibit B, the Utility Company granted an express license that allows the Vaad haEruv to affix lechis to certain of the poles owned or used by the Utility Company in Bergen County for the purpose of creating an eruv.

8. Over the past three months, an Eruv has been created in parts of the neighboring towns of Mahwah and Upper Saddle River, New Jersey, by attaching lechis to utility poles pursuant to licenses negotiated between community members using the Eruv and the Utility Company. The Eruv in Mahwah and Upper Saddle River is an extension of an eruv that already exists in Rockland County, New York. In each of Mahwah and Upper Saddle River, the municipalities were aware of and initially voiced no opposition to the Jewish community’s efforts to create the Eruv, and worked collaboratively with Rabbi Chaim Steinmetz, who in turn complied with all requested measures, including but not limited to obtaining specific valid licenses from the Utility Company and working under the supervision of the local police departments. Regrettably, both Mahwah and Upper Saddle River now oppose the Eruv, which encompasses only a *de minimis* portion of their towns, having succumbed to a campaign of fear, xenophobia, and anti-Semitism.

9. As a result of the Eruv’s expansion to include parts of Mahwah and Upper Saddle River, for over two months, hundreds of families living along the New York/New Jersey border have been able to more fully practice their religion. More specifically, during the Sabbath over the past two months, these observant Jewish residents have been able to carry items such as

prayer shawls and prayer books to their synagogue and have been able to bring food, games, gifts, and books to the homes of fellow community members. Because Plaintiffs Yisroel Friedman and Moshe Pinkasovits, and other members of BREA and people that BREA represents can carry these items, as well as push strollers and wheelchairs within the confines of the newly expanded Eruv, they are able to more fully practice their religion on the Sabbath.

10. Without further expansion of the Eruv into a corner of Montvale, however, a significant number of residents living along the New York/New Jersey border – including Plaintiffs Sarah and Moses Berger, Breuer, Friedman, Rabinovits, Rosen, and Schonfeld – will continue to fall outside of the Eruv, even though they all stand benefit from the Eruv. As depicted below, the expansion covers only a small portion of Montvale:



11. In an effort to expand the existing Eruv to cover these and many other individuals, Rabbi Steinmetz met with Montvale police officers to discuss plans to expand the existing Eruv by attaching 27 unobtrusive lechis to utility poles within Montvale. Rabbi

Steinmetz spoke multiple times to Montvale police officers, including Captain Joseph Sanfilippo, regarding the work, and he was advised that he should retain a certified flagman and hire police officers to supervise work on utility poles at busy intersections (specifically, Chestnut Ridge Road and Upper Saddle River Road, and Chestnut Ridge Road and Summit Avenue).

12. At the instruction of Captain Sanfilippo, Rabbi Steinmetz and members of BREA invested in obtaining certification for a flagman, paid for the police presence, and rented the necessary equipment, only to learn on the afternoon of July 10, 2017, that Montvale Mayor Michael Ghassali ordered Captain Sanfilippo to cease any work on the project. On July 24, 2017, Mayor Ghassali confirmed to a reporter from the Daily Voice newspaper that he personally issued a stop work order to prevent completion of the eruv. Despite multiple attempts, by Rabbi Steinmetz and members of BREA, to discuss rescinding the stop-work order, the Mayor continues to obstruct the construction of the Eruv, and no lechis have gone up in Montvale to date. Montvale has now taken the position that lechis are prohibited under Montvale Ordinance § 58-16, a facially inapplicable part of the local code that concerns “litter.” Montvale has thus unlawfully threatened Plaintiffs’ constitutional, civil, and contractual rights by obstructing the further expansion of the Eruv.

13. By infringing on Plaintiffs’ rights in this manner, Plaintiffs and other members of the observant Jewish community are sustaining ongoing, irreparable injuries. As further described below, Plaintiffs and other members of the observant Jewish community face practical difficulties and hardships each and every week that passes without an eruv, as the elderly, disabled, and families with young children are confined to their homes, and thus separated from family members and the rest of the community.

14. Through its actions – which are unsupported by any local, state, or federal law – Montvale has also unlawfully interfered with private contracts with the Utility Company that were entered into for the purpose of establishing the Eruv.

15. Plaintiffs bring this action to obtain, *inter alia*, a declaration that (a) there is no local, state, or federal law that either prohibits the affixation of the lechis to certain poles in Montvale or that requires municipal approval for such attachments, and (b) that the private third parties should therefore be free and clear to implement the contracts to permit such action.

JURISDICTION AND VENUE

16. 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.

17. Personal jurisdiction over this action is conferred upon this Court because Defendant is located in this District, because the acts complained of occurred in this District, and pursuant to NJ Rev Stat § 2A:4-30.68.

18. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), because Defendant is located in this District and because the events giving rise to the claim occurred in this District.

THE PARTIES

19. Plaintiff BREA is an association organized as a charitable corporation under New York State's Not-for-Profit Corporation Law. Its principal office is located in Rockland County, New York.

20. Plaintiff Sarah Berger (together with Moses Berger, the "Berger Plaintiffs") is an individual residing in Monsey, New York.

21. Plaintiff Moses Berger (together with Sarah Berger, the "Berger Plaintiffs") is an individual residing in Monsey, New York.

22. Plaintiff Chaim Breuer is an individual residing in Airmont, New York.
23. Plaintiff Joel Friedman is an individual residing in Spring Valley, New York.
24. Plaintiff Arya Rabinovits is an individual residing in Pearl River, New York.
25. Plaintiff Yosef Rosen is an individual residing in Monsey, New York.
26. Plaintiff Tzvi Schonfeld is an individual residing in Airmont, New York.
27. Defendant Montvale is a Borough in Bergen County, New Jersey.

FACTUAL ALLEGATIONS

I. THE NEED FOR AN ERUV IS AN IMPORTANT RELIGIOUS BELIEF AND PROMOTES PRACTICE OF THE JEWISH FAITH.

28. An eruv, under Jewish law, is a largely invisible unbroken demarcation of an area. Eruvin have existed under Jewish law for more than two thousand years. An eruv is created by, among other things, using existing utility poles and wires, existing boundaries, and strips of wood or plastic attached to the sides of certain of the poles, known as “lechis.”

29. The lechis used in the Eruv are half-inch thick PVC plastic pipes, and are affixed vertically to the poles. These pipes are unobtrusive and typically unnoticeable to a casual observer. Indeed, lechis have been described by the Second Circuit Court of Appeals as “nearly invisible.”

30. Many Jews hold the sincere religious belief that, without an eruv, they are not permitted to push or carry objects outside their homes on the Sabbath and Yom Kippur. Eruvin allow Jews with such 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 people may push baby carriages, strollers, and wheelchairs and may carry books, food, water, house keys, identification, prayer shawls, reading glasses and other items to synagogue and other locations outside of their own homes. The ability to carry these and other items creates a safer

environment and permits observant Jews to mingle more freely with their neighbors, thereby facilitating the friendship, camaraderie, and community that is so central to the Jewish and American traditions.

31. Plaintiffs Sarah Berger and Moses Berger live in an area of New York that is very close to Montvale. Montvale's obstruction of the planned Eruv has harmed the Berger Plaintiffs because they cannot push or carry any objects, such as those described above, outside their home on the Sabbath and Yom Kippur. For example, the Berger Plaintiffs cannot push their eight-month-old baby in a stroller to their Synagogue or anywhere else outside the home on the Sabbath and Yom Kippur. Nor can the Berger Plaintiffs' family travel all together on the Sabbath to the houses of other community members for meals or to socialize, which negatively impacts their sense of community and camaraderie. Indeed, they cannot even borrow a simple item from a neighbor absent an eruv.

32. Plaintiff Breuer lives in an area of New York that is very close to Montvale. Montvale's obstruction of the planned expansion of the Eruv has harmed Plaintiff Breuer because he cannot push or carry any objects, such as those described above, outside his home on the Sabbath and Yom Kippur. Because of Montvale's actions, Plaintiff Breuer and his wife cannot push their six-month-old baby in a stroller to their Synagogue on the Sabbath. Further, Plaintiff Breuer's brother-in-law, who uses a wheelchair, cannot travel to or visit Plaintiff Breuer and his family on the Sabbath because there is no eruv surrounding Plaintiff Breuer's house. As a result of Montvale's actions, Plaintiff Breuer and his wife (who have three young children) are harmed because they cannot push strollers and/or wheelchairs outside their house on the Sabbath. Without the Eruv, Plaintiff Breuer's family cannot attend Synagogue together, and cannot travel together to the houses of family and other community members.

33. Plaintiff Friedman lives in an area of New York State that directly borders Montvale. If Montvale continues to obstruct the expansion of the Eruv to Montvale, Plaintiff Friedman will continue to be unable to push or carry any objects, such as those described above, outside his home on the Sabbath and Yom Kippur. Specifically, Plaintiff Friedman has been harmed by Montvale's unlawful stop-work order due to his inability, in the absence of an eruv, to push his young children in a stroller on the Sabbath and on Yom Kippur. This inability to push a stroller on the Sabbath and Yom Kippur is not limited to Plaintiff Friedman. He is aware of at least two families that live on his street that are similarly impacted. Without the Eruv, these families cannot attend Synagogue together and are unable to travel to the houses of family and other community members.

34. Plaintiff Rabinovits's home is very close to the New York-New Jersey boundary in an area of New York that directly borders Montvale. So long as Montvale continues to prevent the planned Eruv expansion, Plaintiff Rabinovits is harmed because he cannot push or carry any objects, such as those described above, outside his home on the Sabbath and Yom Kippur. Without an eruv, Plaintiff Rabinovits and his wife cannot take their two young children outside the house because they cannot push strollers or carry other objects necessary to travel with small children. Although his wife's parents live nearby in Chestnut Ridge, Plaintiff Rabinovits and his family have been unable to visit them on the Sabbath because they cannot walk the thirty-five minutes it would take them without the ability to carry or push a stroller. As a result of Montvale's actions, someone in the Rabinovits family is forced to stay in the home for the entirety of the Sabbath to care for their young children.

35. Plaintiff Rosen lives in an area of New York that is very close to Montvale and is right on the New York/New Jersey border. Montvale's obstruction of the planned Eruv has

harmed Plaintiff Rosen because he cannot push or carry any objects, such as those described above, outside his home on the Sabbath and Yom Kippur. Plaintiff Rosen has a three-year old son who cannot make the walk to Synagogue on the Sabbath without the use of a stroller. Moreover, Plaintiff Rosen's wife has a grandmother who has visited them many times, including weekends. Without an eruv, however, she is unable to go outside on the Sabbath because she requires a wheelchair or a walker. Nor can Plaintiff Rosen's family easily travel together to the houses of family and other community members, which negatively impacts their sense of community and camaraderie. And, Plaintiff Rosen has a brother-in-law who lives nearby, but in an area of New York that is within an eruv. Due to the absence of the planned Eruv, Plaintiff Rosen's brother-in-law avoids walking to Plaintiff Rosen's house on the Sabbath, because he has to leave his child's stroller within the existing eruv and continue on without it. The last time he did so, the stroller was stolen.

36. Plaintiff Schonfeld lives in an area of New York that is very close to Montvale. Montvale's obstruction of the planned expansion of the Eruv has harmed Plaintiff Schonfeld because he cannot carry various items (such as raingear) outside the home on the Sabbath and Yom Kippur. Montvale's actions have also directly impacted Plaintiff Schonfeld's sense of community and camaraderie, as families in his neighborhood, and particularly those with young children who cannot yet walk by themselves, are less likely to socialize outside the home on the Sabbath in the absence of an eruv.

37. Montvale's obstruction of the planned Eruv has also harmed many other members of the observant Jewish community who live in areas of New York that border or that are close to Montvale. Like other observant Jews, these additional members of the community cannot push or carry any objects, such as those described above, outside the home on the Sabbath and

Yom Kippur. One such member of the community cannot push his infant in a stroller outside of his home on the Sabbath and Yom Kippur. As a result, he and his family cannot attend Synagogue together, and cannot travel together to the houses of family and other community members. He and his family also cannot easily entertain or socialize on the Sabbath in their own backyard, which negatively impacts their sense of community and camaraderie. Further, this member of the community is affiliated with a non-profit organization that provides health and human services for children and other individuals with special needs. Although he has plans to host children who receive such care at his home for the Sabbath, without an eruv, he is unable to extend an invitation to children who are wheelchair-bound.

38. As each week passes without an eruv, the Berger Plaintiffs and Plaintiffs Breuer, Friedman, Rabinovits, Rosen, and Schonfeld, along with their families and many other similarly-situated community members, are being deprived of the ability to fully and freely practice their religion, constituting an irreparable injury.

39. Recent press coverage provides additional examples of individuals to whom eruvim are absolutely critical. For instance, one recent article tells the story of Tenafly resident “Barry Honig, who is visually impaired and needs his seeing-eye dog and cane to get to synagogue,” and therefore depends on an eruv to carry these objects and attend synagogue.³

40. A multitude of eruvim have been established nationwide and worldwide. The first eruv in the United States was established in 1894 in the city of St. Louis, Missouri. Since then at least twenty-eight out of the fifty states now contain one or more municipalities with an eruv.

These include, among many others: Cherry Hill, East Brunswick, Englewood, Fort Lee, Linden,

³See Tom Nobile, *Attorney: Mahwah PD Supervised Eruv Installation*, THE BERGEN RECORD, July 29, 2017, available at <http://www.northjersey.com/story/news/bergen/mahwah/2017/07/28/attorney-mahwah-pd-supervised-eruv-installation/521157001/>.

Maplewood, Marlboro Township, Paramus, Passaic-Clifton, Rutherford, Teaneck, Bergenfield, New Milford, Edison, Highland Park, Parsippany, Elizabeth, West Orange, Livingston, Long Branch, Tenafly, and Ventnor, New Jersey; Westhampton Beach, Southampton, Quogue, Huntington, Stony Brook, Patchogue, East Northport, Merrick, Mineola, North Bellmore, Plainview, Great Neck, Valley Stream, West Hempstead, Long Beach, Atlantic Beach, Lido Beach, Roslyn, Seasingtown, Forest Hills, Kew Gardens, Belle Harbor, Holliswood, Jamaica Estates, New Rochelle, Scarsdale, White Plains, Albany, Manhattan, and Poughkeepsie, New York; Bridgeport, Hartford, Norwalk, Stamford, New Haven, and Waterbury, Connecticut; Boston, Cambridge, Springfield, and Worcester, Massachusetts; Providence, Rhode Island; Berkeley, La Jolla, Long Beach, Los Angeles, Palo Alto, San Diego, and San Francisco, California; Pittsburgh, Philadelphia, and Lower Merion, Pennsylvania; Chicago, Buffalo Grove, Glenview-Northbrook, and Skokie, Illinois; Ann Arbor, Southfield, Oak Park, and West Bloomfield Township, Michigan; Baltimore, Potomac, and Silver Spring, Maryland; Charleston, South Carolina; Birmingham, Alabama; Atlanta, Georgia; Las Vegas, Nevada; Miami, Ft. Lauderdale, Boca Raton, Boyton Beach, Deerfield Beach, Delray Beach, and Jacksonville, Florida; Denver, Colorado; Cleveland, Cincinnati, and Columbus, Ohio; Portland, Oregon; Memphis and Nashville, Tennessee; New Orleans, Louisiana; Dallas, Houston, and San Antonio, Texas; Richmond, Virginia; Seattle, Washington; Phoenix, Arizona; and Washington, D.C. Most recently, eruvim have been established in Plano and Austin, Texas; Scottsdale, Arizona; and Omaha, Nebraska.

41. On the occasion of the inauguration of the first eruv in Washington, D.C., 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* Exhibit C.

42. On April 4, 2006, the Mayor and City Council of Sandy Springs, Georgia, issued a proclamation in which the Mayor and City Council members declared: “Whereas . . . it is our desire to recognize and support the Congregation’s efforts to maintain an eruv within the vicinity of their synagogue; Now, therefore, be it proclaimed, that the desire of the Congregation . . . to create an eruv within the vicinity of their synagogue upon the public roads, sidewalks, and rights-of-way of Sandy Springs is hereby recognized within the limits allowed by the law.”

43. On September 6, 2007, the President and Board of Commissioners of Cook County, Illinois, passed a resolution creating the Glenview-Northbrook community eruv, which provided in part that an eruv “does not contravene any federal, state, or local law and will not violate any existing property rights.”

44. On February 15, 2008, Town of Oyster Bay Supervisor John Venditto presented a citation, signed by all members of the town board, to Rabbi Ellie Weissman of the Young Israel of Plainview, recognizing the expanded eruv for parts of Plainview, Old Bethpage, and Hicksville. The citation recognized “the important role that The Young Israel of Plainview contributes to the community” and wished “all the members of The Young Israel of Plainview good health and blessings in the future on the expanded ERUV.”

45. When construction to widen the lanes of the 405 Freeway in Los Angeles, California, threatened to interfere with the local eruv in late 2009, the Metropolitan Transportation Authority and the California Department of Transportation worked hand-in-hand with the local eruv administrators to ensure that the Los Angeles eruv would remain up every Sabbath. The level of accommodation was so great that Los Angeles eruv administrator Howard Witkin noted: “The level of help we’ve had, from the Roman Catholic permit people at [the California Department of Transportation] . . . to the Muslim line inspector along the freeways who gave us engineering help. . . . The level of deference and courtesy and kindness—it makes you feel good that you live in America.”⁴

46. In December 2010, Queens Borough President Helen Marshall celebrated the expansion of the eruv in central Queens, New York, to six new neighborhoods. At a ceremony held at Queens Borough Hall, Borough President Marshall said of the newly extended eruv: “It speaks to the great multi-ethnic community we have here in Queens. We have the most multi-ethnic community in the United States.”⁵

47. Eruvin have also been created throughout the United States on public and private university campuses, with university administrators and local utility companies providing substantial assistance to campus Jewish communities in their efforts to establish eruvim. Thus, special university campus eruvim exist in and around: Rutgers University (New Brunswick, New Jersey); Princeton University (Princeton, New Jersey); Cornell University (Ithaca, New York); the University of Pennsylvania (Philadelphia, Pennsylvania); the University of Maryland

⁴ See Mitchell Landsberg, *Massive 405 Freeway Project Respects the Boundaries of a Jewish Tradition*, L.A. TIMES, July 4, 2011, available at <http://articles.latimes.com/2011/jul/04/local/la-me-405-eruv-20110704>.

⁵ See Bob Doda, *Eruv extended to six neighborhoods*, THE QUEENS COURIER, Dec. 6, 2010, available at <http://qns.com/story/2010/12/06/eruv-extended-to-six-neighborhoods>.

(College Park, Maryland); Johns Hopkins University (Baltimore City, Maryland); Brandeis University (Waltham/Boston, Massachusetts); Harvard University (Cambridge, Massachusetts); Yeshiva University (New York, New York); and Yale University (New Haven, Connecticut). *See, e.g.,* Elli Fischer, *JLIC Spearheads Efforts to Enhance Campus Communities*, ORTHODOX UNION. The Cornell University Jewish community worked with the sheriff of Tompkins County, New York, to establish its eruv.⁶

48. The latest college campus to welcome an eruv is the University of Illinois at Urbana-Champaign, which was established in August 2017. In heralding the Eruv – which was a collaborative effort between the University, the city of Urbana, the city of Ameren, and the city of Champaign, among others – Champaign Mayor Deborah Frank Feinen remarked: “I am so grateful that we live in a community where the creation of an eruv is possible. I applaud Ameren Illinois for easily approving the use of its power poles for the work that Hillel was doing to create the eruv. The eruv represents what is best about our inclusive community of Champaign-Urbana and is a small step toward making our citizens more comfortable and attracting new people to the area.”⁷

49. Montvale has previously recognized the near-invisibility, ubiquity, and constitutionality of eruvin. In January 2015, then-mayor of Montvale Roger Fyfe – a two term mayor serving for eight years and narrowly defeated by current Mayor Ghassali – issued a public statement recognizing that an eruv is constructed “so as to be unobtrusive and nearly invisible to

⁶ See Elizabeth Krevsky, *Orthodox Jewish Community Builds Eruv on Campus*, THE CORNELL DAILY SUN, Jan. 29, 2010, available at <https://oujlic.org/the-cornell-daily-sun-orthodox-jewish-community-builds-ehruv-on-campus/>.

⁷ See OU Staff, *UIUC Hillel and Orthodox Union Establish Eruv in Champaign Area*, ORTHODOX UNION, September 7, 2017, available at <https://www.ou.org/news/uiuc-hillel-orthodox-union-establish-eruv-champaign-area/>.

the general public,” and that it “has been universally held that the construction of an eruv serves ‘the secular purpose of accommodation’ and does not violate the separation of Church and State.” As that statement correctly noted, “[a]bsent any compelling safety concerns, there is little role for Montvale to play in what amounts to a private negotiation between Orange and Rockland and the community that requested the eruv.” *See* Eruv Statement by Mayor of Montvale, annexed hereto as Exhibit A.

50. Moreover, the current Mayor of the nearby Township of Mahwah, New Jersey also recently recognized the validity of eruvin, before his Township reversed course in the face of fear, xenophobia, and religious animus. On July 19, 2017, Mayor William C. Laforet issued a public statement on the Township’s website recognizing that “because of several Federal Law suits,” “[the Utility Company is] obligated to allow these ERUV markings, but they have NO OBLIGATION to notify the municipality” (emphasis in original). Mayor Laforet further noted that “[Mahwah] cannot do anything about the installation of these plastic pipes on these utility poles establishing a[n] ERUV.” *Id.* In fact, Mayor Laforet’s statement links to *Tenaflly Eruv Ass’n v. Borough of Tenaflly*, 309 F.3d 144 (3d Cir. 2002), governing precedent establishing Plaintiffs’ constitutional right to the Eruv. Mayor Laforet’s statement is annexed hereto as Exhibit D.

II. PLAINTIFFS SEEK TO ESTABLISH THE ERUV.

51. Plaintiffs’ community representatives – including the Vaad haEruv and Rabbi Chaim Steinmetz – have obtained valid licenses from the Utility Company to attach 27 unobtrusive lechis to utility poles in Montvale. Shortly after obtaining the licenses, Rabbi Steinmetz called the Montvale Police Department to notify them that he would be working on the utility poles in Montvale. Captain Joseph Sanfilippo informed Rabbi Steinmetz that it was necessary to have a certified flagman perform the work on the utility poles. Following the

instructions received from the Montvale police, Rabbi Steinmetz and members of BREA invested resources in obtaining certification for a flagman.

52. After Rabbi Steinmetz emailed Captain Sanfilippo to confirm that they had obtained certification for a flagman, as reflected in the email annexed hereto as Exhibit E, Captain Sanfilippo called Rabbi Steinmetz to schedule an in-person meeting.

53. During the in-person meeting with Captain Sanfilippo, on the morning of July 10, 2017, Rabbi Steinmetz explained the nature of the work required to complete installation of the Eruv. Captain Sanfilippo gave his consent for the work, as long as Rabbi Steinmetz agreed to hire police officers to supervise work at certain busy intersections where lechis were being attached (*i.e.*, Chestnut Ridge Road and Upper Saddle River Road, and Chestnut Ridge Road and Summit Avenue). Captain Sanfilippo spoke with the code enforcer about the installation of the Eruv and the code enforcer gave his consent for the work to proceed as well.

54. After receiving all necessary approvals, the Montvale police department completed a “Request Form for Private Police Services” to formalize the arrangement to provide supervision for the Eruv installation, scheduled to take place on July 13, 2017. To complete the transaction, Rabbi Steinmetz gave a check to the police department from the Vaad HaEruv to pay for the estimated cost of police supervision. That check was later canceled. The “Request Form for Private Police Services” and the check for the estimated cost of police supervision are annexed hereto as Exhibit F.

55. After the work on the Eruv was scheduled and ready to begin, Captain Sanfilippo called Rabbi Steinmetz on the afternoon of July 10, 2017 to inform him that Mayor Ghassali had personally ordered the Montvale Police Department to cease any work on the Eruv project. At that point, Rabbi Steinmetz and members of BREA had already invested in obtaining

certification for a flagman, paid for the police presence, and rented the necessary equipment, spending thousands of dollars in the process.

56. After learning about the stop work order, Rabbi Steinmetz spoke with the code enforcer to make sure all requirements had been met. Although, the code enforcer confirmed that he had given approval for the project to proceed, he stated that the issue was now “out of his hands” because the Mayor was responsible for the stop work order. The code enforcer instructed Rabbi Steinmetz to direct further inquiries to the Mayor.

57. When Rabbi Steinmetz requested a meeting with the Mayor to discuss the stop work order, he was initially told the Mayor was not available, and only after reiterating the importance of the Eruv to the hundreds of families that are currently not covered by the Eruv was a meeting granted. Plaintiffs are informed and believe that the Mayor ended that meeting by stating that he would consider – but not commit to – bringing the issue up at the next Borough Council meeting on July 25.

58. Minutes from the Borough Council meeting on July 25 indicate that “Anticipated Litigation/ Eruv” was discussed during executive closed session, but the Borough neither lifted the stop work order nor allowed Plaintiffs to complete installation of the Eruv.

59. In response to Mayor Ghassali’s directive to Montvale police officers to stop any work related to the Eruv, Plaintiffs’ counsel sent a letter to Mayor Ghassali on July 19, 2017, annexed hereto as Exhibit G, requesting that the Mayor immediately rescind the stop-work order and permit the Montvale police to reengage with Rabbi Steinmetz and Plaintiffs. Mayor Ghassali never responded to that letter.

60. On July 24, 2017, Mayor Ghassali confirmed to Lauren Kidd Ferguson, a reporter from the Daily Voice newspaper, by email that he personally issued a stop work order to prevent completion of the Eruv.

61. On October 9, 2017, Plaintiffs' counsel once again sent a letter to Mayor Ghassali and the Borough's attorney, annexed hereto as Exhibit H, detailing the inapplicability of Montvale Ordinance § 58-16 and requesting that Plaintiffs be permitted to complete installation of the Eruv.

62. On October 10, 2017, the agenda for the Montvale Borough Mayor and Council meeting listed the Eruv for discussion during closed session. Again, however, the Borough neither lifted the stop work order nor allowed Plaintiffs to complete installation of the Eruv.

63. Based on Montvale's unlawful acts of obstruction, no lechis have been installed in Montvale and no eruv has been completed.

III. THE SURROUNDING CONTEXT OF FEAR AND RANK ANTI-SEMITISM.

64. Plaintiffs' attempts to expand the Eruv have been met with hostility and rank prejudice. A vicious and discriminatory campaign against the Eruv expansion was launched by a vocal minority of residents in both Montvale and adjacent towns, including through various social media outlets, such as the Facebook group "Citizens for a Better Upper Saddle River" as well as the "Petition to Protect the Quality of Our Community in Mahwah." Upon information and belief, the former contains posts and comments that are vile in their sheer antagonism towards Orthodox Jews, such that it has captured the attention of the Anti-Defamation League. Public comments posted on the latter include the following, openly anti-Semitic statements:

- "Get those scum out of here."
- "They are clearly trying to annex land like they've been doing in Occupied Palestine. Look up the satanic verses of the Talmud and tell me what you see."

- “Our town is such a great place and if these things move in they will ruin it. They think that can do whatever the hell they want and we’ll be known as a dirty town if they move in. Please keep them out...”
- “I don’t want these rude, nasty, dirty people who think they can do what they want in our nice town.”
- “I don’t want my town to be gross and infested with these nasty people.”
- “I do not want these things coming into my town and ruining it.”

65. At the Borough Council meeting on August 8, 2017, the Eruv was not discussed by the Mayor or Councilmembers, but during open discussion, one Montvale resident expressed his opposition to the planned Eruv, stating “one only needs to look at what’s happened in East Ramapo or Lakewood, New Jersey, and you can see that our concerns are very real on this issue.” Although the resident claimed he was not motivated by religious animus, these comments were a clear and unambiguous reference to controversies related to the growth of the Orthodox Jewish communities in those locations.

66. In the face of a firestorm of opposition to the Eruv expansion, Montvale has actively interfered with and obstructed Plaintiffs’ ability to construct the Eruv. Among other things, Mayor Ghassali reversed the position of the Mayor’s office with respect to the Eruv and revoked the permission for Rabbi Steinmetz to put up lechis in Montvale.

67. Mayor Ghassali has stated that “lechis are properly considered devices and are therefore not allowed to be installed on utility poles in Montvale,” under Montvale Ordinance § 58-16 (the “Ordinance”). The Ordinance, entitled “posting notices prohibited,” which is contained in the Chapter of the Montvale Code that is titled and concerns “Litter,” states that “[n]o person shall post or affix any notice, poster or other paper or device calculated to attract the attention of the public to any lamp post, public-utility pole or shade tree, or upon any public structure or building, except as may be authorized or required by law.”

68. Despite Mayor Ghassali's contention otherwise, the Ordinance is facially inapplicable to lechis – which are narrow, plastic PVC pipes affixed to utility poles. The pole attachments at issue here are not a “notice, poster or other paper or device,” are not “calculated to attract the attention of the public,” and are, in any event, “authorized or required by law.” Furthermore, lechis are carefully secured to utility poles and checked each week, so they do not pose a risk of becoming the type of “litter” contemplated by the Ordinance.

69. As a matter of law, neither the Eruv nor the lechis constitute a “notice, poster or other paper or device calculated to attract the attention of the public.” As the Third Circuit Court of Appeals has held, “the eruv serves a purely functional, non-communicative purpose,” and does not “communicate any idea or message.” *See Tenaflly Eruv Ass’n v. Borough of Tenaflly*, 309 F.3d 144, 162, 164 (3d Cir. 2002), *cert. denied* 539 U.S. 942 (2003); *see also East End Eruv Ass’n v. Town of Southampton, et al.*, No. 14-21124, 2015 WL 4160461 (Sup. Ct. Suffolk Cty., June 30, 2015) (holding, *inter alia*, that lechis are not “signs” for purposes of township sign ordinances, as they “are not discernable to the community, [which] establishes that lechis do not display a message or delineation, and, thus, do not come within the ambit of the Sign Ordinance.”). The Second Circuit Court of Appeals, in accord, found that lechis are “nearly invisible” and contain no “overtly religious features that would distinguish them to a casual observer as any different from strips of material that might be attached to utility poles for secular purposes.” *Jewish People for the Betterment of Westhampton Beach v. Vill. of Westhampton Beach*, 778 F.3d 390, 395 (2d Cir. 2015).

70. In fact, there are other plastic PVC and metal pipes, indistinguishable from the lechis at issue that have been up on utility poles throughout the Borough for years. Several

illustrative examples of plastic PVC and metal pipes on Montvale's utility poles are annexed hereto as Exhibit I.

71. Additionally, Montvale has, upon information and belief, not enforced the inapplicable "posting" or "device" ordinance with any consistency or regularity. Several illustrative examples—including an advertisement affixed to a utility pole in Montvale, a parking sign attached to a utility pole in Montvale, and a mailbox attached to a utility pole in Montvale—are annexed hereto as Exhibit J.

72. In a transparent effort to address this selective enforcement after the fact, Mayor Ghassali issued a public plea to Montvale residents on Facebook that "no Garage Sale signs [are] allowed on utility poles" in Montvale. On information and belief, Mayor Ghassali deleted his post when members of the public – including an 18-year resident of Montvale – responded by questioning the timing and motivations of the "request," as follows:

- *"Really? In the past 18 years that I have lived in town, a plethora of garage sale signs have always been posted on utility poles. Now, all of a sudden they are either not allowed or a code is being enforced that never was in the past. Interesting."*
- "Bottom line - 2 words - religious intolerance."
- "It's selective enforcement all of a sudden because people are afraid of Hasidic Jews buying property here in town. It IS obvious, despite what people are claiming to be simple 'code enforcement.'"
- "I am curious why Montvale is now seeking to enforce its no sign ordinance so 'religiously'. Has Montvale always done this or is it coincidentally timed with the express concerns of Montvale and Mahwah residents about orthodox Jews moving into the community and attaching eruvs to the utility poles[?]"

A printout of Mayor Ghasalli's now-deleted Facebook "post" is annexed hereto as Exhibit K.

73. As a result of Montvale's unlawful acts of interference and obstruction, Plaintiffs have not been able to install any lechis in Montvale. If they are unable to complete the further expansion of the Eruv, with each passing week, community members are being deprived of the ability to fully and freely practice their religion on the Sabbath, constituting an ongoing, irreparable injury.

IV. ERUVIN HAVE BEEN UNIVERSALLY UPHOLD BY THE COURTS.

74. This is not the first time that the creation of an eruv has been challenged by a township or borough in the face of religious animus. Every court to have considered the matter, including the Third Circuit, has determined that the creation of an eruv, including through the utilization of public utility poles for the attachment of lechis, is a reasonable accommodation of religious practice under the Free Exercise Clause. *See Tenaflly Eruv Ass'n*, 309 F.3d at 176; *see also ACLU of N.J. v. City of Long Branch*, 670 F. Supp. 1293, 1295 (D.N.J. 1987); *Smith v. Cmty Bd. No. 14*, 128 Misc. 2d 944, 946-48 (Sup. Ct. Queens Cnty. 1985), *aff'd*, 133 A.D.2d 79 (N.Y. App. Div. 2d Dep't 1987).

75. Following *Tenaflly*, there was a multi-year litigation against the municipalities of Westhampton Beach, Quogue, and Southampton, NY. The New York state and federal courts, including the Second Circuit Court of Appeals, repeatedly ruled in favor of the creation of an eruv, finding, among other things, that the creation of an eruv is a constitutional exercise of religious freedoms and a "[n]eutral accommodation of religious practice," (*see Westhampton Beach*, 778 F.3d at 395); that utility companies have the authority to enter into contracts for the attachment of lechis to poles (*see Verizon New York, Inc., et al. v. The Village of Westhampton Beach, et al.*, 11-cv-00252, 2014 WL 2711846 (E.D.N.Y. Jun. 16, 2014)); and that lechis are not signs for the purpose of town sign ordinances, and municipalities have affirmative duties to accommodate religious uses of utility poles (*see Town of Southampton*, 2015 WL 4160461).

FIRST CLAIM FOR RELIEF

(U.S. Const.)

76. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 75 as if fully set forth herein.

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

78. Without an eruv in the parts of Montvale that border Rockland County, New York, Plaintiffs and other observant 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.

79. The object, motivation, and effect of the actions of Montvale is to suppress the religious practices of the Plaintiffs and certain other Jews who reside in parts of Rockland County, New York. These actions have specifically targeted Jewish citizens, as the inapplicable ordinance that Montvale seeks to invoke to prevent the establishment of the Eruv is not enforced with consistency or regularity.

80. The Eruv presents no aesthetic, safety, traffic, fiscal, or other concern to Montvale. There is, therefore, no compelling State interest in preventing the attachment of lechis to utility poles in Montvale that would form the Eruv.

81. Montvale's actions deny Plaintiffs their rights to freely practice their religion in violation of the First and Fourteenth Amendments to the United States Constitution.

82. As a result of Montvale's actions, Plaintiffs are being irreparably harmed.

SECOND CLAIM FOR RELIEF

(42 U.S.C. § 1983)

83. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 82 as if fully set forth herein.

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

85. Montvale has 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. § 1983.

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

87. As a result of Montvale's actions, Plaintiffs are being irreparably harmed.

THIRD CLAIM FOR RELIEF

(42 U.S.C. § 2000cc)

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

89. Montvale's 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).

90. The utility poles at issue are undisputedly the personal property of the Utility Company, and licenses to use such property constitute a "property interest" within the meaning of RLUIPA, 42 U.S.C. § 2000cc-5(5).

91. Montvale's actions substantially burden the religious exercise of observant Jews who wish to freely 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.

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

93. Montvale's actions were motivated by an intent to interfere with Plaintiffs' constitutional and civil rights, and Defendant was at all times aware that it was acting in violation of federal laws.

94. Montvale has chosen to selectively enforce the laws or ordinances under which it seeks to prevent the establishment of the Eruv, in a way that constitutes 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.

95. Montvale's actions are in violation of RLUIPA.

FOURTH CLAIM FOR RELIEF

(Declaratory Judgment)

96. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 95 as if fully set forth herein.

97. Montvale has taken the position that lechis are a prohibited "device calculated to attract the attention of the public" under Montvale Ordinance § 58-16, a part of the local code that concerns "litter." On that basis, Montvale refuses to lift the Mayor's stop work order and allow completion of the Eruv.

98. Plaintiffs have taken the position that there is no legal or factual basis for Montvale's position.

99. By virtue of the foregoing, there now exists an actual, justiciable controversy between Plaintiffs and Defendant relating to their respective legal rights, duties, and obligations, which controversy is ripe for adjudication pursuant to 28 U.S.C. § 2201.

100. Declaratory relief will settle the legal issues between the parties set forth in this Complaint.

101. Plaintiffs thus request a judgment declaring the rights and obligations of the parties, including a declaration that (a) there is no local, state, or federal law that either prohibits the affixation of the lechis to certain utility poles in Montvale, or that requires municipal approval for such attachments, and (b) that the private parties should therefore be free and clear to implement contracts to construct the Eruv.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant as follows:

A. On the First Claim for Relief, permanently enjoining Defendant from taking any actions which would prevent Plaintiffs from affixing lechis to the Utility Company's utility poles or otherwise constructing an Eruv.

B. On the Second and Third Claims for Relief, (1) permanently enjoining Defendant from continuing to engage in the discriminatory practices alleged therein; (2) and permanently enjoining Defendant from taking any actions which would prevent Plaintiffs from affixing lechis to the Utility Company's utility poles or otherwise constructing an Eruv.

C. On the Fourth Claim For Relief, entering a declaratory judgment, pursuant to 28 U.S.C. § 2201, that (a) there is no local, state, or federal law that either prohibits the affixation of the lechis to certain poles in Montvale, or that requires municipal approval for such attachments, including a declaration that Montvale Ordinance § 58-16 is unconstitutional as a result of its discriminatory enforcement, and (b) that the private parties should therefore be free and clear to implement contracts to construct the Eruv.

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

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

Dated: New York, New York
October 18, 2017

/s/ Diane P. Sullivan

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Attorneys for Plaintiffs

EXHIBIT A

Message From the Mayor

Several residents have recently brought to my attention the placement of what is known as an *eruv* on utility poles owned and operated by Orange and Rockland in the area of Lark Lane bordering on Chestnut Ridge, New York. In response to these inquiries, I contacted Orange and Rockland and consulted with our municipal attorney. I wanted to briefly address this issue to provide some background information concerning the *eruv* and the way that our courts have handled prior disputes on this issue.

For those who are unfamiliar with the term, an *eruv* is a ritual enclosure that allows members of certain Jewish communities to carry objects and move more freely in their neighborhood on the Sabbath. An *eruv* typically consists of a network of thin wires and posts that are attached to the top of utility poles. Ordinarily, an *eruv* is constructed in a way so as to be unobtrusive and nearly invisible to the general public. For example, they are located all throughout Manhattan, and I personally have never noticed one in all my time in the City.

Courts in both New York and New Jersey have addressed lawsuits filed to either block or permit the construction of an *eruv*. Most recently, in a decision issued on January 6, 2015, the United States Court of Appeals for the Second Circuit dismissed a lawsuit seeking to prohibit an *eruv* in the Long Island community of Westhampton. The Second Circuit relied upon a 2002 Federal decision concerning Tenafly, New Jersey, which affirmed the right to place an *eruv* on utility poles in the municipality with the permission of the utility. In these and other cases, it has been universally held that the construction of an *eruv* serves the “secular purpose of accommodation” and does not violate the separation of Church and State. Absent any

compelling safety concerns, there is little role for Montvale to play in what amounts to a private negotiation between Orange and Rockland and the community that requested the *eruv*.

I understand that members of the public may have additional questions, and I would be happy to discuss this matter further. If you would like to speak to me about this issue, or about any other issue concerning the Borough, please feel free to contact me at mayorfyfe@montvaleboro.org or to attend one of our council meetings which are held on the second and last Tuesday of every month.

EXHIBIT B

Orange & Rockland
a consolidated, inc. company

Orange and Rockland Utilities, Inc.
390 West Route 59
Spring Valley NY 10977-5300
www.oru.com

RE: Installation/maintenance of an ERUV system on poles owned by Orange and Rockland Utilities

To whom it may concern,

VAAD HAERUV has executed an agreement with Orange and Rockland Utilities. The agreement allows the licensee to install and maintain attachments on poles owned by Orange and Rockland Utilities in Rockland and Bergen counties. The attachments are conduits which are solely for the purpose of the licensee's ERUV system. If you wish to verify the status of the agreement I may be contacted at 845-577-2214.

Ken Sullivan
845-577-2214
Sullivanke@oru.com
Orange and Rockland Utilities
Joint Use Facilities – Unit Manager

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of the ~~13~~¹⁷ day of June, 2015 by and between **ROCKLAND ELECTRIC COMPANY** ("Licensor"), with an address of One Blue Hill Plaza, Pearl River, New York 10965, and **VAAD HAERUV, C/O RABBI YECHIEL STEINMETZ** ("Licensee"), with an address of 51 Ashel Lane, Monsey, New York 10952-2610. Licensor and Licensee are each sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Licensee desires to construct an Eruv by attaching conduit Lechi ("Attachments") on certain utility poles, located in Bergen County which are owned or jointly owned and/or used by Licensor and others, ("Poles") which Poles will be designated in Exhibit A attached hereto, as such may be amended from time-to-time.

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the attachment of Licensee's Attachments, provided the Attachments do not interfere with the operations of Licensor, or any other user of the Poles;

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

1. No use, however granted, of the Poles or payment of any fees or charges required under this Agreement shall create or vest in the Licensee any ownership or property right in the Poles, and nothing contained herein shall be construed in any way as indicating that Licensor has conveyed to Licensee any ownership or property right in the Poles.
2. Nothing contained herein shall be construed as affecting any rights previously conferred by Licensor by agreement to others to make attachment to the Poles, and Licensor shall continue to have all rights which it now possesses to grant such rights.
3. The Poles are and will continue to be used, operated, and maintained primarily for the

purposes of Licensor, and Licensee's use will be secondary.

4. Licensee will use the Attachments solely for the purpose of its Eruv. If Licensee attaches any unauthorized items to the Poles, Licensor may remove such items and Licensee shall reimburse Licensor for the costs of such removal.
5. Licensee shall, at its own cost and expense, maintain the Attachments in a safe condition and in good repair.
6. Licensee shall exercise special precautions to avoid damage to the facilities of Licensor and any other user of the Poles, and hereby assumes responsibility for any and all loss resulting from such damage caused by the acts, omissions or facilities of Licensee, its employees, contractors, or agents. Licensee shall make an immediate report to Licensor's Manager - Risk Management, c/o Orange and Rockland Utilities, Inc., One Blue Hill Plaza, Pearl River, NY 10965, of any such damage and shall reimburse Licensor and any other user of the Poles for all expenses incurred in repairing any such damage. The requirements of this paragraph are in addition to and not in limitation of the requirements set forth in Paragraph 12 below.
7. Licensee shall not, at any time, make any changes in the location of the Attachments the Poles without Licensor's prior written consent, except in cases of emergency in which case oral permission must first be obtained from Licensor's Service Operations Supervisor (Radio Dispatcher) at 845-352-6046, Spring Valley, NY. Such permission shall be confirmed in writing within five days of the time oral permission is given.
8. At Licensee's expense, Licensor shall perform periodic inspections of the Attachments, provided, however that Licensee shall not be responsible for the costs of more than one such inspection every five years. The fees associated with the periodic inspection shall be paid by Licensee, who will be billed at Licensor's prevailing billing rates, as the same may be adjusted from time-to-time. A copy of Licensor's current billing rates is attached hereto as Exhibit B. Licensor will provide the results of said inspections in writing within 30 days of each inspection, and Licensee may rely on the results of such inspections in connection with documenting compliance with the terms of this Agreement. Upon the discovery of an unauthorized attachment by Licensee, Licensee shall pay Licensor an amount equal to five times the annual rental fee for occupation of the pole up to the date of discovery.

9. Licensee shall pay Licensor a pole attachment fee of \$1.08 per month per Attachment for (i) sole-owned electric Poles and (ii) joint-owned Poles on which the Attachment is in Electric's custodial area. Where there are joint-owned poles and no custodial area, the pole attachment fee will be the sole-owned pole fee proportioned by the pole ownership ratio. The annual attachment fee shall be payable in advance and is due in January. The pole attachment fee shall be reviewed and re-determined annually and shall be adjusted and effective as of January 1st of the then current year.
10. Licensee shall indemnify, hold harmless and defend Licensor and its affiliates, and its and their officers, employees, directors, trustees, representatives, and agents from and against any and all claims, actions, liabilities, demands, damages, liens, losses, costs, expenses (including legal fees), judgments, and settlements of any nature whatsoever arising out of or incidental to this Agreement or work performed thereunder except to the extent due to the negligence or intentional acts of Licensor, its officers, employees, representatives or agents. In the event any suit, claim or proceeding, whether groundless or not, within the intentment of this provision is brought against Licensor, Licensee, upon notice from Licensor, shall defend the same at Licensee's own expense. This provision shall survive the termination of this Agreement.
11. Neither Licensor nor any other user of the Poles shall be liable to Licensee for any interruption of Licensee's Eruv or for any damage to Licensee's Attachments, arising in any manner. With respect to any such interruption or damage, Licensee specifically waives any claim against Licensor or any other user of the Poles, for consequential damages or loss of profits, irrespective of any fault, failure, negligence or alleged negligence on the part of Licensor or any other user of the Poles.
12. (a) Before commencing its attachment to the Poles, Licensee shall procure and maintain, at its own expense for the time period specified below, the following minimum insurance in forms and with insurance companies acceptable to the Licensor:
 - (1) Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, and Employer's Liability Insurance with a minimum limit of \$500,000.

- (2) General Liability Insurance including Personal Injury, Broad Form Property Damage, Products/Completed Operations, Contractual Liability Insurance covering all operations required to install and maintain Licensee's Attachments with minimum limits of liability of \$2,000,000 per occurrence.
- (3) Automobile Liability Insurance, including coverage for all owned, non-owned and hired automotive equipment used by Licensee so as to install or maintain Licensee's Attachments with minimum limits of liability of \$1,000,000 per occurrence.
- (b) If any of the work required to install or maintain Licensee's Attachments is subcontracted, Licensee shall require each subcontractor to carry all insurance required under this Section and to submit standard Accord Certificates of Insurance to the Licensor prior to subcontractor's commencement of its work.
- (c) For all insurance required hereunder, except Workers' Compensation and Employers Liability, the Licensor shall be named as an additional insured.
- (d) All of the insurance required hereunder shall be primary to any or all other insurance coverage and shall not contribute with similar insurance in effect for the Licensor.
- (e) All insurance required hereunder shall contain provisions wherein all rights of subrogation or recovery of any kind against the Licensor, its agents, employees, officers, successors and assigns are specifically waived by Licensee and the insuring entity.
- (f) All insurance where the Licensor is an additional insured must contain provisions which state that the policy will respond to claims or suits by the Licensor against Licensee or any other insured thereunder.
- (g) All insurance required hereunder shall provide insurance for occurrence during the effective dates of this Agreement and for a period of two years thereafter. In the event that any insurance as required herein is available only on a "claims-made" basis, such insurance

shall provide for a retroactive date not later than the effective date of this Agreement and such insurance shall be maintained by Licensee, with a retroactive date not later than the retroactive date required above, for a minimum period of five years after the termination of this Agreement.

- (h) All insurance required herein shall be issued by an insurer licensed to do business in the States of New York and New Jersey and shall have a Best's Rating of not less than "A minus" and a net surplus of not less than \$25,000,000.
- (i) Licensee's insurance carrier shall notify the Licensor of any material change in, or or cancellation of, the insurance required hereunder at least 30 days prior to the effective date of any such change or cancellation.
- (j) Prior to the attachment of any Attachments, Licensee shall provide, for the Licensor's review and approval, a Certificate of Insurance verifying the existence of insurance coverage in compliance with above requirements, from insurance companies acceptable to Licensor. Unless otherwise specified, the Certificate of Insurance should be mailed to:

Orange and Rockland Utilities, Inc.
Joint Use Facilities Department
390 West Route 59
Spring Valley, NY 10977

- 13. Unless previously terminated pursuant to its terms, this Agreement shall continue in effect for a term of five years and shall remain in effect thereafter until terminated by Licensor upon 90 days notice to Licensee, or until termination by Licensee effective upon Licensee's removal of the Attachments from the Poles and Licensor's inspection and approval thereof.
- 14. If Licensee: (i) fails to perform any of the covenants, conditions, terms or provisions of this Agreement and, except where a specified time is provided for the performance of the covenant or condition, when such default is not made good within 30 days after written notice, or (ii) is adjudicated as bankrupt or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act or if a permanent receiver or trustee is appointed for Licensee's property or if a temporary receiver is appointed for its property and such

appointment is not vacated within 90 days, then, and in any of such events, Licensor may, at its option, on five days notice in writing, terminate this Agreement and the terms hereof.

15. Termination of this Agreement under the provisions of Paragraph 13 or of Paragraph 14 above, shall not relieve Licensee from any liability or obligation hereunder.
16. If this Agreement is terminated under the provisions of Paragraph 13 or Paragraph 14 above, Licensee shall remove its attachments from the Poles within 30 days of the effective date of such termination. If Licensee fails to remove its attachments within 30 days of termination, Licensor may remove the attachments and charge Licensee with the cost of such removal.
17. Licensee shall not assign, transfer, sublet, or otherwise encumber this Agreement without Licensor's express prior written consent, such consent shall not be unreasonably withheld, and any such assignment without such consent shall be void.
18. To the extent that any Make-ready work (as defined therein) is required, it will be performed in accordance with Attachment 1.
19. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous offers, proposals, agreements or discussions between the Parties relating to the subject matter hereof. The Agreement may not be modified or amended, nor may any obligation of either Party be changed or modified, except in writing signed by the duly authorized officers or agents of the Parties.
20. Licensee hereby waives any right to trial by jury in any litigation arising out of this Agreement or out of its use of space on the Poles.
21. Except as otherwise agreed in writing by the parties, any written notification to be given to Licensee under this Agreement shall be effective only if it is in writing and (1) delivered by hand (against signed receipt); (ii) sent postage prepaid, certified or registered mail, return receipt requested, (iii) sent by nationally recognized courier service providing for overnight

delivery, provided the sender shall obtain a written receipt; or (iv) sent by facsimile after with a confirming hard copy by regular mail, addressed as follows:

Orange and Rockland Utilities, Inc.
390 West Route 59
Spring Valley, NY 10977
Attention: Joint Use Facilities
Fax: (845) 577-3074

22. Except as otherwise agreed in writing by the Parties, any written notification to be given to Licensee under this Agreement shall be effective only if it is in writing and (1) delivered by hand (against signed receipt); (ii) sent postage prepaid, certified or registered mail, return receipt requested, (iii) sent by nationally recognized courier service providing for overnight delivery, provided the sender shall obtain a written receipt; or (iv) sent by facsimile after with a confirming hard copy by regular mail, addressed as follows:

Vaad Haeruv
Rabbi Vechiel
Scheinert 51 Asherik.
Mohsey N.Y. 10952
Phone: 845-538-6471
Fax: 845-356-2189

23. This Agreement shall be governed by and interpreted according to the laws of the State of New York without giving effect to the conflict or law principles thereof. The Parties hereto consent to the exclusive jurisdiction of the state or federal courts situated in the County of Rockland, City of New York, or regulatory agencies of competent jurisdiction for purposes of any legal action arising out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

ORANGE AND ROCKLAND UTILITIES, INC.

By Francis W. Peverly
Title VP - Operations
Date 6/4/15

VAAD HAERUV

By Yechiel Szeinhorn
Title Rabbi
(type or print name of individual signing)
Date May 29/15

Permit # _____

EXHIBIT A

REQUEST

Rockland Electric Company
390 West Route 59
Spring Valley, NY 10977
Attention: Joint Use Facilities

In accordance with the terms of the Agreement between us, dated as of _____, 2015, request is hereby made for a Notice for the following Poles:

Also see attached drawing.

Cable or Equipment To Be Attached

Pole Numbers

See attached sheet(s)

(type or print name of applicant here)

By

(type or print name of individual signing)

Dated _____

NOTICE

Notice Number _____ is hereby provided for such of the above Poles as have not been stricken from the above list. Attached is our invoice which also describes what Make-ready work is necessary.

Rockland Electric Company

By

Dated _____

CONFIRMATION

The undersigned confirms Notice Number _____. Attached are the payment and insurance certificate, as required in our Agreement.

By

Dated _____

ENDORSEMENT

The Make-ready Work required for the above attachments is complete. This endorsement authorizes you to make the attachments described above. Attachment fees, as provided for in the Agreement, begin to accrue 30 days from the date of this Endorsement.

Rockland Electric Company

By

Dated _____

VAAD HAERUV OF ROCKLAND

EXHIBIT B

Fee Schedule (Effective January 1, 2015)

Pre- and Post Walk Inspection (1)

	<u>Straight Time Basis</u>	<u>Overtime Basis (2)</u>
Engineering	\$8.40 pre-walk	\$12.59 pre-walk
	\$6.30 post-walk	\$ 9.45 post-walk
	\$6.30 periodic inspection	

- (1) The inspection rates per pole attachment listed above are for combined utility field walks that are required to ensure satisfactory pole attachments. The inspection rates per pole attachment for post-walks are also applicable to the periodic Licensor inspections of Licensee's attachments.
- (2) Work shall not be performed on an overtime basis except with the prior approval of Licensee.
- (3) Licensor reserves the right to update the fee schedule annually.

ATTACHMENT 1

ARTICLE I

MAKEREADY WORK DEFINITIONS

SECTION I

- A. **Request:** The document appended to this agreement as EXHIBIT A, when it has been submitted by Licensee to Licensor.
- B. **Notice:** The Request when it has been returned by Licensor to Licensee.
- C. **Confirmation:** The Notice when it has been submitted by Licensee to Licensor.
- D. **Endorsement:** The Confirmation when it has been returned by Licensor to Licensee.
- E. **Active Endorsement:** An Endorsement which has not been canceled for any reason.
- F. **Any Other User:** Any person, who has a right, by agreement, as of the date of this Agreement, to attach facilities to poles or, who may in the future by agreement, obtain such right.
- G. **Make-ready Work:** Surveys by Licensor to determine the availability for the attachment of Licensee's equipment to Poles, the work required by Licensor to make such Poles physically available for the attachment of Licensee's equipment, including bonding and grounding Licensee's support strand and equipment to that of the Licensor, and Any Other User; the work required by Licensor to prepare and deliver the invoices contemplated under this agreement; and the work required by Licensor to inspect Licensee's attachments.

ARTICLE II

GENERAL AGREEMENTS

SECTION 2

- A. Licensee shall have no right to attach its equipment to any Poles owned and/or used by Licensor until an Endorsement is issued specifically covering such Poles and further agrees not to make any such attachments until it has received such Endorsement.
- B. Licensee will use any equipment attached to Poles pursuant to Endorsement provided hereunder solely to provide telecommunication services.
- C. Licensee shall pay promptly the Charges described in Section 6(C) and any costs incurred by

Licensor or charged to Licensor in connection with or arising out of this agreement, as hereinafter provided.

- D. Nothing herein contained shall be construed to compel Licensor to extend, place or maintain any of its facilities not needed for its own service requirements.

SECTION 3

The geographical area covered by this Agreement is Licensor's service territory within the County of Bergen.

ARTICLE III **REQUEST, SURVEY AND NOTICE**

SECTION 4

Whenever Licensee wishes Licensor to provide a Notice for any Poles covered hereby, it shall make Request to Licensor therefore, in duplicate, in the form as attached as EXHIBIT A hereto. Licensee shall specify in the Request the Pole numbers and locations for which it desires Notice and shall specify the cables or other equipment it wished to attach to each Pole.

SECTION 5

Licensor, upon receipt of the Request, shall make appropriate surveys of such Poles in consultation with representatives of Any Other User, and Licensee to determine, among other things, whether such Poles are available for Licensee's attachments; and, if available, the Make-ready Work that will be required. The fees associated with the surveys will be paid by the Licensee, who will be billed at Licensor's prevailing billing rates, as the same may be adjusted from time-to-time. A copy of Licensor's billing rates is attached to the Agreement as Exhibit B.

SECTION 6

- A. Licensor shall give Notice to Licensee, in the form as attached as EXHIBIT A hereto, that it:
- (i) Does not object to attachment of Licensee's equipment to the Poles described by the Request as are not crossed out by Licensor subject to the conditions in this agreement; and/or
 - (ii) Does object to attachment of Licensee's equipment to such Poles described by the Request as are crossed out by Licensor and the reason for the objection.
- B. Licensor shall assign the next consecutive number in a series designed to provide a written record of all Notices.
- C. Licensor shall, at the time that it gives Notice, provide to Licensee an invoice for the Charges associated with the Make-ready Work.
- D. Licensor shall make every reasonable effort to satisfy itself that it has determined the full

extent of the Make-ready Work. Nothing in the Agreement however, shall prevent Licensor from planning or making, at any time, whatever additional changes may be required to satisfy its service requirements, to remove hazardous conditions, or to provide for attachments of the equipment of Any Other User. Licensee agrees to reimburse Licensor for any costs of additional changes occasioned solely by the presence of Licensee attachments, except for those changes, which occur within two years after completion of the initial Make-ready Work.

- E. In the event that Licensee is required to obtain an easement or right-of-way for its Attachments to the Poles, it shall obtain such easement or right-of-way at no cost to Licensor.

SECTION 7

- A. Upon Licensee's request, Licensor shall permit Licensee to review the work prints, together with available supporting costing details, in order that Licensee may satisfy itself as to the contemplated Make-ready Work and associated costs and that the Make-ready Work will be performed in accordance with the current edition of the National Electric Safety Code, the American National Standards Institute, and Licensor's Construction Standards.

ARTICLE IV

CONFIRMATION, COMPLETION OF MAKEREADY WORK AND ENDORSEMENT

SECTION 8

- A. Licensee shall, within 30 days after Licensor gives Notice, confirm the Notice, in duplicate, in the form attached as EXHIBIT A hereto.
- B. The absence of Confirmation within 30 days shall automatically result in the cancellation of the Notice. In this event, Licensee shall immediately pay to Licensor such portion of the invoice that represents that part of the Make-ready Work that has been completed.
- C. At the time that Licensee confirms the Notice it shall:
 - (i) Pay to Licensor the full amount of Make-ready charges; and
 - (ii) Provide or update as may be necessary the insurance policies described in Paragraph 12 of the Agreement.

SECTION 9

- A. Work required to be performed prior to, and because of, attachment of Licensee equipment, including but not limited to the initial survey, re-arrangement of existing equipment, guying and anchoring, pole replacements, and construction inspections, shall be referred to as "Make-ready." Similar work required after initial attachment to a pole solely because of the existence of Licensee attachments shall be referred to as "additional Make-ready."

SECTION 10

- A. Licensor will endeavor to cooperate with Any Other User in performing the Make-ready Work, but does not undertake and expressly disclaims any right or obligation to require Any Other User to perform or cooperate in the performance of such Make-ready Work.

SECTION 11

- A. Licensor, shall upon completion of the Make-ready Work, endorse, date, and return copy of the Endorsement form as provided in EXHIBIT A hereto.
- B. The Endorsement shall be Licensee's authority to make attachments to the Poles designated in the endorsed Notice.
- C. Attachment fees described in Paragraph 9 shall begin to accrue 30 days following the date of Endorsement for sole owned electric and joint owned poles in the Licensor's custodial areas.

SECTION 12

Licensee shall in accordance with the provisions of Licensor's then current tariff, make application apart from this Agreement to Licensor for the purchase of electric energy for any appliance that may now or in the future require the use of electric energy.

ARTICLE V

ATTACHMENTS AND MAINTENANCE OF ATTACHMENTS

SECTION 13

- A. Licensee, at its own cost and expense, shall construct, maintain, and replace all of its attachments on the Poles in accordance with the requirements and specifications of the National Electrical Safety Code, latest edition, and any amendments or revisions of said specifications or code, and in compliance with any rules or orders now in effect or that hereafter may be issued by the New York Public Service Commission, or other authority having jurisdiction over the Poles.

SECTION 14

Licensee shall, at its own cost and expense, maintain all of its attachments on the Poles in safe condition and in good repair. All tree trimming required on account of Licensee's attachments shall be done by it at its sole expense and in a manner satisfactory to Licensor and Any Other User.

EXHIBIT C

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.

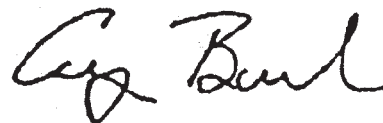


EXHIBIT D



Currently:
July 25, 2017
12:32 PM

News & Announcements

Print this page Email this page

Page Navigation

Select News to View

Home

GENERAL

About Mahwah

Calendar of Events

Helpful Links

News &
Announcements

Photo Journal

OFFICIALS

Mayor's Online Office

Township Council

Boards, Commissions
& Committees

Government
Representatives

GOVERNMENT

Bids, RFP's, RFQ's,
Notice of Intent

Community
Emergency Response
Team (CERT)

Contacts Directory

Departments

E-Mail Subscriptions

Emergency Services

Forms Center

Frequently Asked
Questions

Meeting Agendas &
Minutes

Municipal Code

Senior Center

Message from the Mayor - ERUV UPDATE

Release Date: July 19, 2017

If you follow Social Media, concerns from residents have spread from Upper Saddle River to Mahwah regarding the ERUV. An ERUV is a closed perimeter area of about 26 square miles. Please click on the following link for more information: <http://www.myjewishlearning.com/article/eruv>

Click on the following link for a list provided by O&R of every utility pole where the plastic pipes have been secured. (**Click here: [Listing of Poles](#)**) Advice by our attorney is that we cannot do anything about the installation of these plastic pipes on these utility poles establishing a ERUV. There are links below that may better help you understand some of the issues.

The Board of Public Utilities (BPU) <http://www.bpu.state.nj.us> is the State of New Jersey public utility authority who has granted permission to this group to place the ½ plastic pipes for the purpose of a ERUV on Orange and Rockland (O&R) utility poles. <https://www.oru.com/en/contact-us>

Normally, O&R does not allow anyone to place anything on their utility poles without permission but because of several Federal Law suits, both BPU and O&R are obligated to allow these ERUV markings, But they have NO OBLIGATION to notify the municipality. The most recent litigation was in Tenafly NJ. <http://www2.ca3.uscourts.gov/opinarch/013301.txt>

These markings connect Saddle River Road and East Mahwah road, by way of Airmount Road, Airmont Ave, Masonicus Road and Sparrowbush Road and a left hand turn onto Saddle River Road.

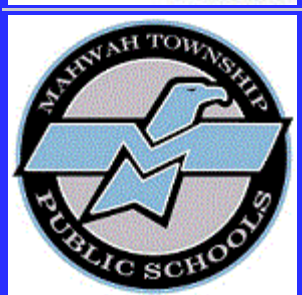
The ERUV is not complete until the perimeter is complete. The municipalities, both Mahwah and Upper Saddle River, did not receive any notice, nor could O&R deny the application.

I realize a lot of information is circulating around town and some of it may be concerning to residents. I hope we have provided you with information that provides an understanding of the situation at hand. I, along with the Council, continue to explore options regarding this issue. We will pass on any new information as we receive.

Regards,

Current News & Information

Title	(Posted)
NJ Clean Energy Programs Information	(7-21-17)
Message from the Mayor - ERUV UPDATE	(7-19-17)
TWP. AUCTIONS RETIRED POLICE VEHICLES VIA GOVDEALS	(7-15-17)
A Message From the Senior Center	(7-14-17)
Change in Recycling Center Saturday Hours	(7-13-17)
JULY 13 PADDLE DAY CANCELLED	(7-13-17)
July Upcoming Events - Senior Center	(7-13-17)
Delay of 2017-2018 Tax Bills	(7-12-17)
Senior Trip - August 25, 2017	(7-12-17)
2017 Mahwah Day Participant Forms Are Available	(7-10-17)
New Umbrellas and Chairs At the Mahwah Municipal Pool!	(6-30-17)
Wyckoff Avenue Detour - Sanitary Sewer Work	(6-28-17)
Township Summer Road Closures	(6-27-17)
July 2017 Calendar	(6-26-17)
June 26 Planning Board Meeting Cancelled	(6-23-17)
Recycling Barrel Glve Away - July 15	(6-23-17)
A Message From the Mahwah Municipal Pool	(6-21-17)
Movie Day At the Senior Activity Center	(6-21-17)
Senior Center - Medicare Fraud Prevention	(6-21-17)
Sr. Center - Bergen County Clerk's Office to Provide Services	(6-21-17)
Sr. Center - Visit From The	(6-21-17)




Mayor Bill Laforet

Vista

Crescent Avenue Closed on or about June 26.	(6-13-17)
Change in Council Meeting Schedule	(6-9-17)
Township of Mahwah 2016 Audit Report	(6-1-17)
2017 Water Department Consumer Confidence Report	(5-31-17)
June 2017 Senior Center Calendar	(5-24-17)
Water Report - Lead and Copper Samples	(5-8-17)
Notice of Council Meeting Time Change	(4-25-17)
2017 Municipal Budget	(4-24-17)
Joint Statement of Mayor and Council President	(4-24-17)
Adult Tennis Clinic Registration	(4-21-17)
2017 Budget Analysis	(4-20-17)
Co-Ed Township Softball Tournament	(4-18-17)
2017 Mahwah Pool Forms Available	(4-12-17)
Changes in Recycling Center Hours	(4-11-17)
Curbside Appliance Pick Up	(3-31-17)
Spring Clean Up Information - Grass Bags	(3-30-17)
2017 Budget Documents (Introduced)	(3-27-17)
NJ Transit Metro North Fare Changes	(3-9-17)
MMA Announces Substance Abuse Community Liaison	(3-6-17)
Correct Disposal of "Sharps"	(3-1-17)
Jazz Dance - Message from the Senior Center	(2-22-17)
Rockland Electric Co. - Vegetation Management	(2-16-17)
2016 Annual Debt Statement	(2-14-17)
2016 Unaudited Annual Financial Statement	(2-14-17)
New Dance Class	(1-5-17)
AARP Tax Program	(1-4-17)
Senior Fraud Awareness	(12-13-16)
2017 BCUA Collection Dates	(12-9-16)
Menorah Lighting	(11-22-16)
Environmental Commission Meeting - October 26, 2016	(10-21-16)
How To Prevent Electrical Fires	(10-14-16)

EXHIBIT E

From: **chaim steinmetz** <eruvmonsey@gmail.com>
Date: Sun, Jul 9, 2017 at 12:50 PM
Subject: Fwd: flagger certification
To: jsanfilippo@montvaleboro.org

hi this is the certificat
chaim


Paula (<https://onlineflagger.com/members/dannytjan0517/>)

OnlineFlagger.com

**CERTIFICATE
IS AWARDED TO**

CESAR MEJIA

Has successfully completed a flagger training course meeting
the requirements of the

**NEW JERSEY DEPARTMENT OF
TRANSPORTATION**

on the following date

JULY 2, 2017

Valid for 4 years from completion date.

This temporary / backup certificate is valid with a government
issued photo ID.

Validate this student's certificate against the copy in our
database. Use the code below.

1253 -1099 -9003

**TO VALIDATE THIS CODE GO TO
ONLINEFLAGGER.COM**



EXHIBIT F



MONTVALE POLICE DEPARTMENT

12 Mercedes Drive, Montvale NJ 07645

Phone 201-391-4640 Fax 201-391-6379

EXT 501 or 502

Request Form For Private Police Services (Traffic Control, Crowd Control, Security, Etc.)

Date & Time Received: 7/10/17 By: Rep.

Name: _____
(School, Business, Organization, Individual, Etc.)

Address: etuvmonsey@gmail.com Fax: _____

City, State, Zip: _____

Person Requesting Service: Chaim Steiner Phone: [REDACTED]

Event/Detail: Upper Saddle River Road

Location: CRPD w/ Wise Road & Summit / Rt. 45

Date: Thurs 7/13/17 Time: 10 AM -

Number of Officers: 1

With m/v	no m/v	Regular	Special
----------	--------	---------	---------

# of officers <u>1</u>	# of officers _____	# of officers _____	# of officers _____	# of officers _____
------------------------	---------------------	---------------------	---------------------	---------------------

Date <u>7/13/17</u>	Date _____	Date _____	Date _____	Date _____
---------------------	------------	------------	------------	------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

APPROVED BY: _____
EXTRA DUTY EMPLOYMENT COORDINATOR

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

VOID VOID VOID

VAAD HAERUV
P.O. BOX 1118
MONSEY, NY 10952

M&T BANK

2052

PAY TO THE ORDER OF Montvale Boro July 10 2017 \$ 400.00
four hundred ⁰⁰ ~~xx~~ DOLLARS

VOID VOID VOID

MEMO

Michael Steinmetz
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

EXHIBIT G

Weil, Gotshal & Manges LLP

BY E-MAIL

767 Fifth Avenue
New York, NY 10153-0119
+1 212 310 8000 tel
+1 212 310 8007 fax

Yehudah L. Buchweitz

October 9, 2017

Philip N. Boggia, Esq.
Boggia & Boggia, LLC
71 Mt. Vernon Street
Ridgefield Park, NJ 07660
philip@boggialaw.com

Re: *Montvale Eruv*

Dear Mr. Boggia:

As you know, we represent the Bergen Rockland Eruv Association (“BRE”), a not-for-profit organization, and a number of members of the Jewish community who have sought to expand an eruv into a small part of the Borough of Montvale. I write in response to your recent suggestion, in your October 3, 2017 email, that Montvale Ordinance No. 58-16 somehow prohibits the completion of the eruv in Montvale. In your email, you also note that this issue will be listed for discussion on the agenda of the meeting of the Borough’s Mayor and Council on October 10, 2017.

Montvale Ordinance No. 58-16 (the “Ordinance”) states in its entirety:

§ 58-16 Posting notices prohibited.

No person shall post or affix any notice, poster or other paper or device calculated to attract the attention of the public to any lamp post, public-utility pole or shade tree, or upon any public structure or building, except as may be authorized or required by law.

The Ordinance, which is entitled and concerns “posting notices,” and is contained in the Chapter of the Montvale Code that concerns “Litter,” is entirely inapplicable for reasons set out below. The pole attachments at issue here are not a “notice, poster or other paper or device,” are not “calculated to attract the attention of the public,” and are, in any event, “authorized or required by law.” Furthermore, the pole attachments in question are carefully secured to the utility poles and checked each week, so they do not pose a risk of becoming the type of “litter” contemplated by the ordinance.

For your reference, an eruv is a virtually invisible unbroken demarcation of an area which may be established through various natural and man-made boundaries, including overhead wires and utility poles. Certain poles and wires are valid portions of the eruv without any action (such as most of route

Philip N. Boggia, Esq.
 October 9, 2017
 Page 2

Weil, Gotshal & Manges LLP

45 in Montvale), and others require the attachment of wooden or plastic strips, called “*lechis*.” Jewish law prohibits the carrying or pushing of objects from a private domain, such as a home, to the public domain on the Sabbath and Yom Kippur. Based on the sincerely-held religious belief of certain observant Jews, without an eruv, they are unable to leave their homes on these days to attend services at synagogue or be with family and friends if they are, for example, pushing a baby stroller or wheelchair, or carrying things such as prayer books, keys, or medications. Absent an eruv, observant Jews are also deprived of the opportunity to participate in mandatory communal prayers and observances. Therefore, hundreds of *eruvim* (the plural of “eruv”) have been established throughout the United States, with scores in the New York-New Jersey area alone, including in Bergen, Essex, Mercer, Middlesex, Monmouth, Morris, Ocean, and Union Counties in New Jersey; in Nassau, Suffolk, Westchester, Rockland, and Albany Counties in New York; and in each of the five boroughs of New York City.

We have reviewed the Ordinance and find that *lechis* do not come close to meeting the definition of a “notice, poster or other paper or device calculated to attract the attention of the public.” In an analogous case, *East End Eruv Association v. Town of Southampton*, the Town of Southampton, New York contended that the construction of *lechis* violated the town’s sign ordinance. The Southampton Town Code, § 330-200, *et seq.*, stated that “[n]o sign shall be installed or erected within the Town of Southampton,” and defined a sign as:

Any material, device or structure displaying, or intending to display, one or more messages visually and used for the purpose of bringing such messages to the attention of the public, but excluding any lawful display of merchandise. The term “sign” shall also mean and include any display of one or more of the following:

1. Any letter, numeral, figure, emblem, picture, outline, character, spectacle, delineation, announcement, trademark, or logo; and
2. Colored bands, stripes, outlines or delineations displayed for the purpose of commercial identification. § 330-201.

The New York State Supreme Court, Suffolk County, held that the Town of Southampton’s interpretation that *lechis* were “signs” under the Southampton ordinance, was not merely incorrect, but, as a matter of law, “arbitrary, capricious and discriminatory.” *East End Eruv Ass’n v. Town of Southampton, et al.*, No. 14-21124, 2015 WL 4160461, at *2 (Sup. Ct. Suffolk Cty., June 30, 2015) (“[T]he uncontroverted testimony . . . that *lechis* are not discernable to the community establishes that *lechis* do not display a message or delineation and, thus, do not come within the ambit of the Sign Ordinance.”). Accordingly, the court overruled the Town’s interpretation, calling it “contrary to the language of the law, irrational and unreasonable in that it [did] not comport with the Sign Ordinance’s intent.” *Id.* at * 6. The Court further held that the municipality in that case abused its discretion when it “ignored its affirmative duty to suggest measures to accommodate” creation of an eruv. *Id.*

Philip N. Boggia, Esq.
 October 9, 2017
 Page 3

Weil, Gotshal & Manges LLP

Here, it is likewise clear that a lechi does not constitute a “notice, poster or other paper or device calculated to attract the attention of the public,” and that the lechis do not fall within the definition of items the Ordinance purports to prohibit. An interpretation otherwise would be as “irrational and unreasonable” as the Town of Southampton’s interpretation that was rejected by the court, and does not justify the Borough’s failure to accommodate the eruv, let alone its discriminatory interference with completion of the eruv.

The Ordinance is further inapplicable on its face because the lechis are not “calculated to attract the attention of the public.” On the contrary, the Third Circuit Court of Appeals (governing New Jersey), has already expressly held that lechis do not communicate any message and are not meant to attract the attention of the public. *See Tenaflly Eruv Ass’n v. Borough of Tenaflly*, 309 F.3d 144 (3d Cir. 2002). In *Tenaflly*, the Third Circuit noted that lechis are “made of the same hard plastic material as, and nearly identical to, the coverings on ordinary ground wires” and that the average person cannot distinguish lechis from ordinary wire coverings. *Id.* at 152.¹ Thus, the Third Circuit held that “there is no evidence that Orthodox Jews intend or understand the eruv to communicate any idea or message.” *Id.* at 164. Rather, an eruv “serves the purely functional purpose of delineating an area within which certain activities are permitted.” *Id.* The Second Circuit Court of Appeals, in accord, found that lechis are “nearly invisible” and contain no “overtly religious features that would distinguish them to a casual observer as any different from strips of material that might be attached to utility poles for secular purposes.” *Jewish People for the Betterment of Westhampton Beach v. Vill. of Westhampton Beach*, 778 F.3d 390, 395 (2d Cir. 2015). The Court in *Southampton* similarly found that the “lechis are not discernable to the community, [which] establishes that lechis do not display a message or delineation, and, thus, do not come within the ambit of the Sign Ordinance.” *East End Eruv Ass’n v. Town of Southampton, et al.*, 2015 WL 4160461, at *5-6 (“Neither drivers nor casual observers would be able to differentiate the poles which have lechis attached from the other poles”).

Moreover, and even assuming, *arguendo*, the lechis fall within the language of the Ordinance – which they plainly do not – they are “authorized or required by law.” We have provided you with the licenses duly issued by Orange & Rockland, and nothing further is required. This is precisely the arrangement in scores of communities throughout the United States. Any legal question regarding *eruv* has been conclusively settled, as *every* court to have considered the matter has determined that the creation of an eruv is a reasonable accommodation of religious practice under the Free Exercise Clause. *See Tenaflly Eruv Ass’n*, 309 F.3d at 176; *ACLU of N.J. v. City of Long Branch*, 670 F. Supp. 1293, 1295 (D.N.J. 1987); *Smith v. Community Bd. No. 14*, 128 Misc.2d 944, 491 N.Y.S.2d 584, 586 (N.Y. Sup. Ct. 1985) *aff’d* 133 A.D.2d 79 (2d Dept. 1987).

¹ In fact, there are other plastic PVC pipes, indistinguishable from the lechis at issue that have been up on utility poles throughout the Borough for years. *See* Exhibit A (photographs depicting illustrative examples).

Philip N. Boggia, Esq.
 October 9, 2017
 Page 4

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Following its successful *pro bono* representation of eruv proponents in Tenaflly, this law firm recently represented an eruv association in multi-year litigation against the municipalities of Westhampton Beach, Quogue, and Southampton, NY. There, New York state and federal courts, including the Second Circuit, ruled in favor of the eruv association, finding, among other things, that municipal non-interference with the creation of an eruv is a constitutional exercise of religious freedoms and “[n]eutral accommodation of religious practice,” (*see Westhampton Beach*, 778 F.3d at 395); that utility companies have the authority under state law to enter into contracts for the attachment of lechis to poles (*see Verizon New York, Inc., et al. v. Vill. of Westhampton Beach, et al.*, 11-cv-00252 (E.D.N.Y. Jun. 16, 2014)); and that lechis are not “signs” or “devices” for the purpose of town sign ordinances, and municipalities have affirmative duties to accommodate religious uses of utility poles (*see Town of Southampton*, 2015 WL 4160461). Specifically, the Court in *Southampton* found that “greater flexibility is required in evaluating an application for a religious use and every effort to accommodate the religious use must be made.” *Id.* (collecting cases). Even prior to the enactment of RLUIPA, this “greater flexibility” has been mandated by New Jersey’s courts as well, which “have provided broad support for the constitutional guarantees of religious freedom, sometimes in a zoning context.” *See, e.g., Burlington Assembly of God v. Zoning Bd. of Adjustment Twp. of Florence*, 570 A.D. 495, 497 (Law Div. 1989) (granting summary judgment to church where township’s zoning board “impermissibly denied the right of the church to engage in a protected religious activity” without showing an “overriding governmental interest” justifying that frustration).

In the days following the Second Circuit’s unanimous *Westhampton Beach* decision in January 2015,² former Mayor Roger Fyfe issued a public statement recognizing that an eruv is constructed “so as to be unobtrusive and nearly invisible to the general public,” and that it “has been universally held that the construction of an eruv serves ‘the secular purpose of accommodation’ and does not violate the separation of Church and State.” As that statement correctly noted, “[a]bsent any compelling safety concerns, there is little role for Montvale to play in what amounts to a private negotiation between Orange and Rockland and the community that requested the eruv.”³

As noted above, my clients have a privately negotiated agreement in place with Orange & Rockland, and made appropriate arrangements with the Montvale police, to attach lechis to twenty-seven (27) utility poles in Montvale. Despite this, and despite the settled law set forth above, and in violation of my clients’ valid contract and constitutional rights, Mayor Ghassali has admitted, in emails obtained through the Open Public Records Act, that he personally issued a stop work order to prevent completion of the eruv. This effort to block attachment of the lechis is plainly discriminatory on its face, and even more so

² An eruv has now been up in the Hamptons municipalities for over two years, without further dispute or controversy.

³ *See* Eruv Statement by Mayor of Montvale, attached hereto as Exhibit B.

Philip N. Boggia, Esq.
October 9, 2017
Page 5

Weil, Gotshal & Manges LLP

when viewed in light of the inapplicability of the Ordinance, and the illegal selective enforcement of the Ordinance.⁴

As a result of the Borough's continued interference with construction of the eruv, observant Jews in the area suffer practical difficulties and hardships each and every week that passes without an eruv, as the elderly, disabled, and families of young children are confined to their homes and thus separated from family members and the rest of the community. In most communities, an eruv is seen as a symbol of diversity and community, and it should be here as well. We remind you that municipal intransigence in accommodating sincerely-held religious beliefs of these community-members by obstructing the creation of an eruv can constitute constitutional injury, and has given rise in other cases to claims for violation of, among other things, individuals' First Amendment Free Exercise Clause rights and 42 U.S.C. § 1983. Each week that you delay completion of the eruv only further compounds the ongoing harm to these families. Additionally, significant funds have already been expended by representatives of the BREA in connection with this project.

If the Borough forces us to file a lawsuit to vindicate our clients' civil rights under 42 U.S.C. § 1983, we will include claims to recover attorneys' fees, 42 U.S.C. § 1988. We remind you that under similar circumstances in *Tenaflly Eruv Ass'n v. Borough of Tenaflly*, a case that my firm litigated, the Borough of Tenaflly paid the local eruv association \$325,000 in legal fees to settle the case, on top of the hundreds of thousands of taxpayer dollars expended by the Borough in its discriminatory effort to derail construction of an eruv.

Over the past months, we have repeatedly made ourselves available to amicably resolve this dispute. Unless you indicate that the Borough will immediately stand down and permit the completion of the eruv, we will have no choice but to file a lawsuit and a motion for a preliminary injunction to protect our clients' constitutional rights. We reserve all of our clients' legal rights.

⁴ As the illustrative photos (including an advertisement affixed to a utility pole in Montvale, a parking sign attached to a utility pole in Montvale, and a mailbox attached to a utility pole in Montvale) attached hereto as Exhibit C demonstrate, this ordinance has not been enforced by the Borough. Indeed, in a transparent effort to address this selective enforcement after the fact, Mayor Ghassali issued a public plea to Montvale residents on Facebook that "no Garage Sale signs [are] allowed on utility poles" in Montvale. It appears that Mayor Ghassali deleted his post when members of the public responded by questioning the timing and motivations of the "request." A printout of Mayor Ghassali's now-deleted Facebook "post" is annexed hereto as Exhibit D.

Philip N. Boggia, Esq.
October 9, 2017
Page 6

Weil, Gotshal & Manges LLP

Very truly yours,

Yehudah L. Buchweitz

cc: Mayor Michael Ghassali
Sarah Berger
Moses Berger
Chaim Breuer
Joel Friedman
Arya Rabinovits
Yosef Rosen
Tzvi Schonfeld
Rabbi Chaim Steinmetz
Robert G. Sugarman, Esq.
David Yolkut, Esq.
Jessie B. Mishkin, Esq.
John Carley, Esq.
Craig Sashihara, Esq.

EXHIBIT H

Weil, Gotshal & Manges LLP

BY E-MAIL

767 Fifth Avenue
New York, NY 10153-0119
+1 212 310 8000 tel
+1 212 310 8007 fax

Yehudah L. Buchweitz

July 19, 2017

Mayor Michael Ghassali
12 Mercedes Drive
Montvale, NJ 07645
mghassali@montvaleboro.org

Re: *Chestnut Ridge Eruv Association*

Dear Mr. Mayor:

We represent the Chestnut Ridge Eruv Association (“CREA”), a not-for-profit company being incorporated for the purpose of coordinating efforts to expand an eruv in parts of Montvale Borough. I write regarding your recent directive to Borough police officers to stop their ongoing work with the CREA, and your suggestion that you *may* (but not necessarily will) raise the issue of an eruv in Montvale at the Borough’s upcoming council meeting, which is not scheduled to take place until the end of the month.

For your reference, an eruv is a virtually invisible unbroken demarcation of an area which may be established by the attachment of wooden or plastic strips, called “lechis,” to telephone or utility poles. Jewish law prohibits the carrying or pushing of objects from a private domain, such as a home, to the public domain on the Sabbath and Yom Kippur. Based on the sincerely-held religious belief of certain observant Jews, without an eruv, they are unable to leave their homes on these days to attend services at synagogue or be with family and friends if they are, for example, pushing a baby stroller or wheelchair, or carrying things such as prayer books, keys, or medications. Thus, absent an eruv, observant Jews are deprived of the opportunity to participate in mandatory communal prayers and observances. Accordingly, a multitude of eruvin (the plural of “eruv”) have been established statewide and nationwide.¹

¹ The first eruv in the United States was established in 1894 in the city of St. Louis, Missouri. Since then at least twenty-eight out of the fifty states now contain one or more municipalities with an eruv. These include, among many others: Cherry Hill, East Brunswick, Englewood, Fort Lee, Maplewood, Paramus, Passaic-Clifton, Rutherford, Teaneck, Edison, West Orange, Long Branch, Tenafly, and Ventnor, New Jersey; Westhampton Beach, Southampton, Quogue, Huntington, Stony Brook, Patchogue, East Northport, Merrick, Mineola, North Bellmore, Plainview, Great Neck, Valley Stream, West Hempstead, Long Beach, Atlantic Beach, Lido Beach, Roslyn, Searingtown, Forest Hills, Kew Gardens, Belle Harbor, Holliswood, Jamaica Estates, New Rochelle, Scarsdale, White Plains, Albany, and Manhattan, New York; Bridgeport,

Mayor Michael Ghassali
 July 19, 2017
 Page 2

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As you may know, any legal question regarding *eruv* has been conclusively settled, as *every* court to have considered the matter, including the Third Circuit Court of Appeals (governing New Jersey), has determined that the creation of an eruv is a reasonable accommodation of religious practice under the Free Exercise Clause. *See Tenaflly Eruv Ass'n v. Borough of Tenaflly*, 309 F.3d 144, 176 (3d Cir. 2002); *ACLU of N.J. v. City of Long Branch*, 670 F. Supp. 1293, 1295 (D.N.J. 1987). Following its successful *pro bono* representation of eruv proponents in Tenaflly, this law firm recently represented an eruv association in multi-year litigation against the municipalities of Westhampton Beach, Quogue, and Southampton, NY. There, New York state and federal courts, including the Second Circuit Court of Appeals, ruled in favor of the eruv association, finding, among other things, that municipal non-interference with the creation of an eruv is a constitutional exercise of religious freedoms and “[n]eutral accommodation of religious practice,” (*see Jewish People for the Betterment of Westhampton Beach v. Vill. of Westhampton Beach*, 778 F.3d 390, 395 (2d Cir. 2015)); that utility companies have the authority under state law to enter into contracts for the attachment of lechis to poles (*see Verizon New York, Inc., et al. v. The Village of Westhampton Beach, et al.*, 11-cv-00252 (E.D.N.Y. Jun. 16, 2014)); and that lechis are not signs for the purpose of town sign ordinances, and municipalities have affirmative duties to accommodate religious uses of utility poles (*see East End Eruv Ass'n v. Town of Southampton, et al.*, No. 14-21124, 2015 WL 4160461 (Sup. Ct. Suffolk Cty., Oct. 24, 2014)). An eruv has now been up in these municipalities for almost two years, without further dispute or controversy.

In fact, in the days following the Second Circuit’s unanimous decision in January 2015 in a case that I argued, your predecessor Mayor Fyfe issued a public statement recognizing that an eruv is constructed “so as to be unobtrusive and nearly invisible to the general public,” and that it “has been universally held that the construction of an eruv serves ‘the secular purpose of accommodation’ and does not violate the separation of Church and State.” As that statement correctly noted, “[a]bsent any compelling safety

Hartford, Norwalk, Stamford, New Haven, and Waterbury, Connecticut; Boston, Cambridge, Springfield, and Worcester, Massachusetts; Providence, Rhode Island; Berkeley, La Jolla, Long Beach, Los Angeles, Palo Alto, San Diego, and San Francisco, California; Pittsburgh, Philadelphia, and Lower Merion, Pennsylvania; Chicago, Buffalo Grove, Glenview-Northbrook, and Skokie, Illinois; Ann Arbor, Southfield, Oak Park, and West Bloomfield Township, Michigan; Baltimore, Potomac, and Silver Spring, Maryland; Charleston, South Carolina; Birmingham, Alabama; Atlanta, Georgia; Las Vegas, Nevada; Miami, Ft. Lauderdale, Boca Raton, Boyton Beach, Deerfield Beach, Delray Beach, and Jacksonville, Florida; Denver, Colorado; Cleveland, Cincinnati, and Columbus, Ohio; Portland, Oregon; Memphis and Nashville, Tennessee; New Orleans, Louisiana; Dallas, Houston, and San Antonio, Texas; Richmond, Virginia; Seattle, Washington; Phoenix, Arizona; and Washington, D.C. Most recently, eruvim have been established in Plano and Austin, Texas; Scottsdale, Arizona; and Omaha, Nebraska. On the occasion of the inauguration of the first eruv in Washington, D.C., 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 A.

Mayor Michael Ghassali
July 19, 2017
Page 3

Weil, Gotshal & Manges LLP

concerns, there is little role for Montvale to play in what amounts to a private negotiation between Orange and Rockland and the community that requested the eruv.” *See* Eruv Statement by Mayor of Montvale, attached hereto as Exhibit B.

We were therefore very surprised to learn that you had recently ordered the cessation of privately-negotiated work to attach lechis to a few utility poles in Montvale. These few remaining lechis represent the last step in an eruv expansion project that has been ongoing with appropriate coordination from, and the approval of, Montvale police. Notably, significant funds have already been expended by representatives of the CREA in connection with this project.

By way of further background, over the past five months, an eruv has been created in parts of Mahwah and Upper Saddle River, New Jersey, by attaching over 200 lechis to utility poles pursuant to licenses negotiated between community members using the eruv and Orange and Rockland. In each of Mahwah and Upper Saddle River, the municipalities were aware of and voiced no opposition to the Jewish community’s efforts to create the eruv, and worked collaboratively with Rabbi Chaim Steinmetz, who in turn complied with all paperwork and safety measures that were requested. The eruv in Mahwah and Upper Saddle River is an extension of an eruv that begins in Suffern, NY, and serves thousands of observant Jewish families. Without further expansion, however, at least 250 families who are residents of Montvale, Chestnut Ridge, and parts of Upper Saddle River and who would benefit from the eruv currently fall outside of it.

Accordingly, Rabbi Steinmetz met with Montvale police officers to discuss plans to expand the existing eruv by attaching 27 lechis to utility poles within Montvale. Rabbi Steinmetz spoke multiple times to Montvale police officers, including Captain Joseph Sanfilippo, regarding the safe installation of the lechis,² and he was advised that CREA should retain a certified flagman for the lechis, and to hire the requisite police officers for an intersection where six of the lechis would be put up. Following the instructions received from the police, Rabbi Steinmetz and members of the CREA invested in obtaining certification for a flagman, paid for the police presence, and rented the necessary equipment, only to learn on Monday, July 12 that you ordered Captain Sanfilippo to cease any work on the project. When Rabbi Steinmetz requested a meeting with you to discuss the stop work order, he was initially told that

² We have reviewed the Borough’s ordinance regulating signs (Montvale Borough Code §128.9.7A.1) and find no prohibition on lechis – plain, plastic or wooden strips painted to blend in with poles, which do not meet the definition of a “sign,” therein. *See* Borough Code § 128.9.7A.2 (defining “sign” as “any device either freestanding or attached to ... any building or structure, including telephone poles, which displays, reproduces or includes any letter, word, name, number, model, insignia, emblem, design, device or representation used for one or more of the following purposes: to identify the premises or occupant or owner of the premises; to advertise any trade, business, profession, industry, service or other activity; to advertise any product or item; to advertise the sale or rental or use of all or part of the premises, including that upon which it is displayed; to direct vehicular or pedestrian traffic, other than state, county or municipal highway and roadway markers; and shall include any announcement, declaration, demonstration, display, illustration, insignia or any representation used to advertise or intended to advertise or promote the interests of any person.”).

Mayor Michael Ghassali
July 19, 2017
Page 4

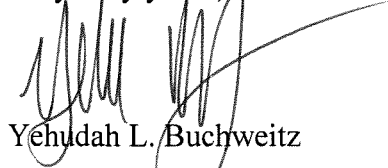
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you were not available, and only after reiterating the importance of the eruv to the hundreds of families who are being left out of the eruv was a meeting granted on Tuesday, July 11. We understand that you ended the July 11 meeting by stating that you would consider (but not commit to) bringing the issue up at the next Borough Council meeting, which is not until July 25.

This is extremely problematic because observant Jewish members of the Montvale community and neighboring areas suffer practical difficulties and hardships each and every week that passes without an eruv, as the elderly, disabled, and families of young children are confined to their homes and thus separated from family members and the rest of the community. We remind you that municipal intransigence in accommodating sincerely-held religious beliefs of these community-members by obstructing the creation of an eruv can constitute constitutional injury, and has given rise in other cases to claims for violation of, among other things, individuals' First Amendment Free Exercise Clause rights and 42 U.S.C. § 1983. Each week that you delay by issuing a stop work order only further compounds the ongoing harm to these families. We also note that Montvale's neighboring municipalities have each rightly declined to obstruct the construction of an eruv (which would be a costly and assuredly unsuccessful endeavor).

For all of these reasons, we respectfully request that you immediately rescind the stop-work order, and permit the Montvale police to reengage with Rabbi Steinmetz and the CREA forthwith. Although we believe any legal issues associated with eruvim to have been conclusively settled by the federal courts, as Montvale itself has previously and publicly recognized, we are available at your earliest possible convenience to discuss any questions or concerns with the Borough. We reserve all of our client's legal rights.

Very truly yours,



Yehudah L. Buchweitz

cc: Philip-N. Boggia, Esq.
Yitzchok Altman
Joel Friedman
Abraham Rosenwasser
Rabbi Chaim Steinmetz
Robert G. Sugarman, Esq.
David Yolkut, Esq.
Jessie B. Mishkin, Esq.

Exhibit A

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.

Cap Bar

Exhibit B

Message From the Mayor

Several residents have recently brought to my attention the placement of what is known as an *eruv* on utility poles owned and operated by Orange and Rockland in the area of Lark Lane bordering on Chestnut Ridge, New York. In response to these inquiries, I contacted Orange and Rockland and consulted with our municipal attorney. I wanted to briefly address this issue to provide some background information concerning the *eruv* and the way that our courts have handled prior disputes on this issue.

For those who are unfamiliar with the term, an *eruv* is a ritual enclosure that allows members of certain Jewish communities to carry objects and move more freely in their neighborhood on the Sabbath. An *eruv* typically consists of a network of thin wires and posts that are attached to the top of utility poles. Ordinarily, an *eruv* is constructed in a way so as to be unobtrusive and nearly invisible to the general public. For example, they are located all throughout Manhattan, and I personally have never noticed one in all my time in the City.

Courts in both New York and New Jersey have addressed lawsuits filed to either block or permit the construction of an *eruv*. Most recently, in a decision issued on January 6, 2015, the United States Court of Appeals for the Second Circuit dismissed a lawsuit seeking to prohibit an *eruv* in the Long Island community of Westhampton. The Second Circuit relied upon a 2002 Federal decision concerning Tenafly, New Jersey, which affirmed the right to place an *eruv* on utility poles in the municipality with the permission of the utility. In these and other cases, it has been universally held that the construction of an *eruv* serves the “secular purpose of accommodation” and does not violate the separation of Church and State. Absent any

compelling safety concerns, there is little role for Montvale to play in what amounts to a private negotiation between Orange and Rockland and the community that requested the *eruv*.

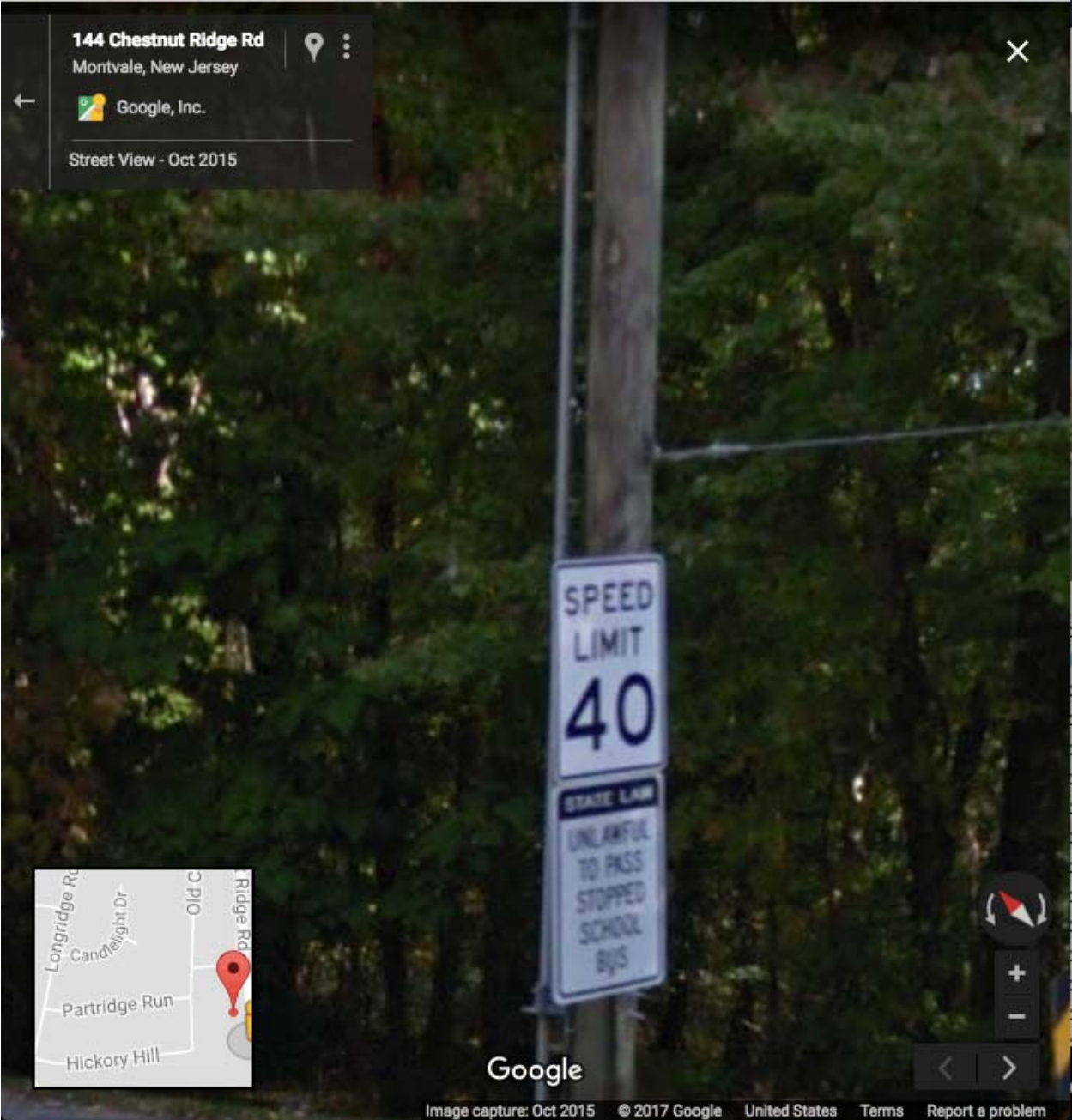
I understand that members of the public may have additional questions, and I would be happy to discuss this matter further. If you would like to speak to me about this issue, or about any other issue concerning the Borough, please feel free to contact me at mayorfyfe@montvaleboro.org or to attend one of our council meetings which are held on the second and last Tuesday of every month.

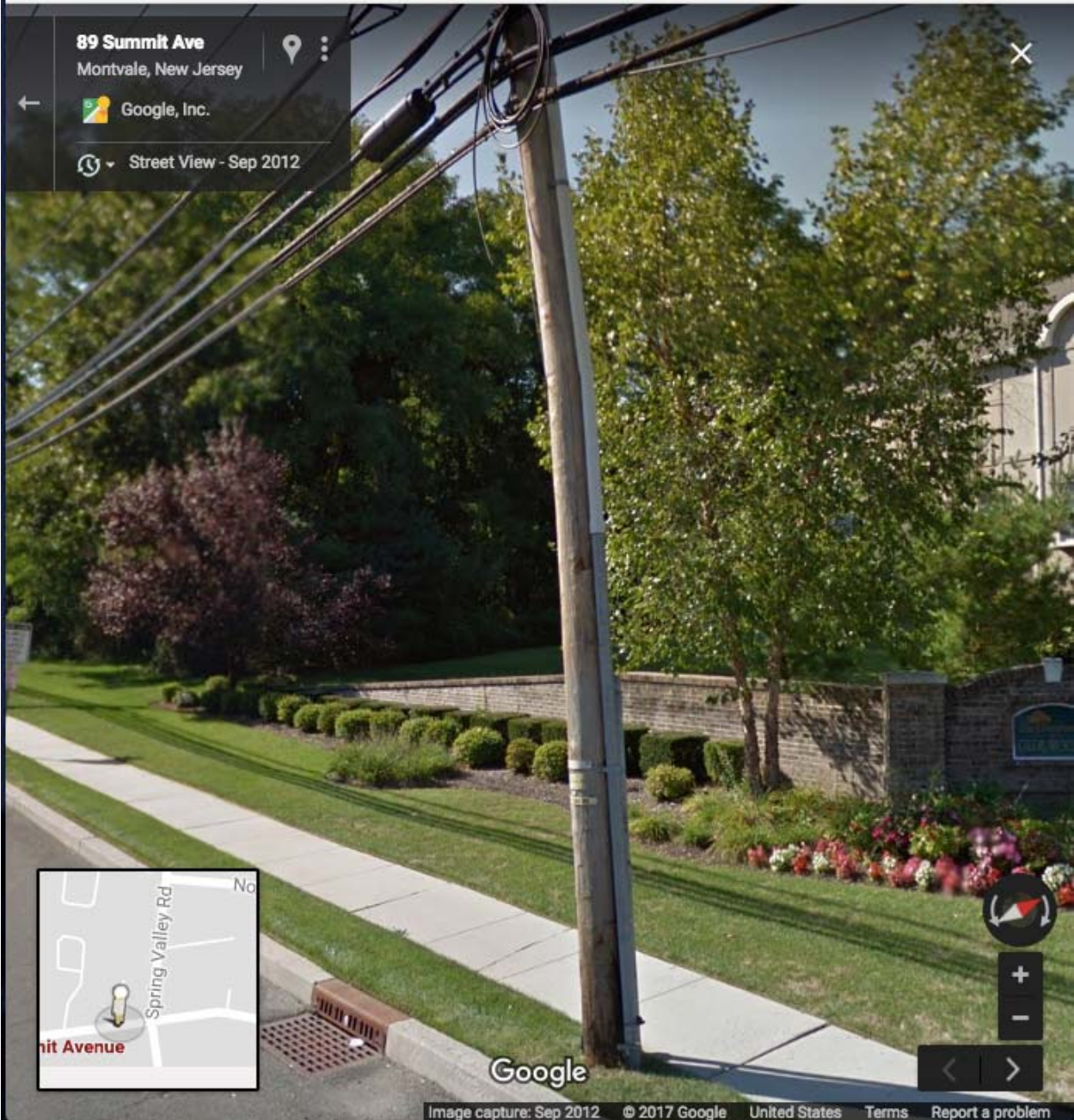
EXHIBIT I

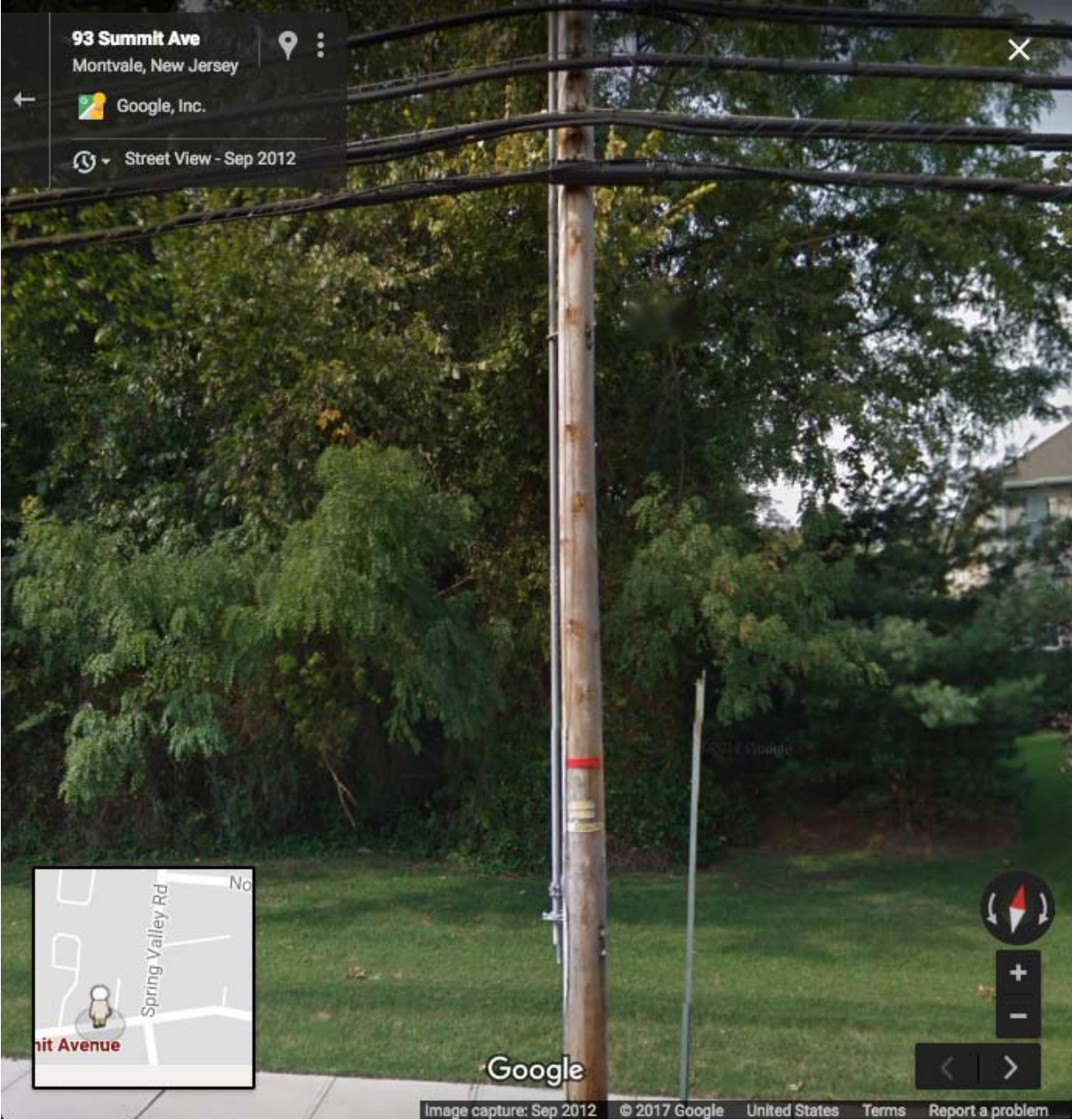












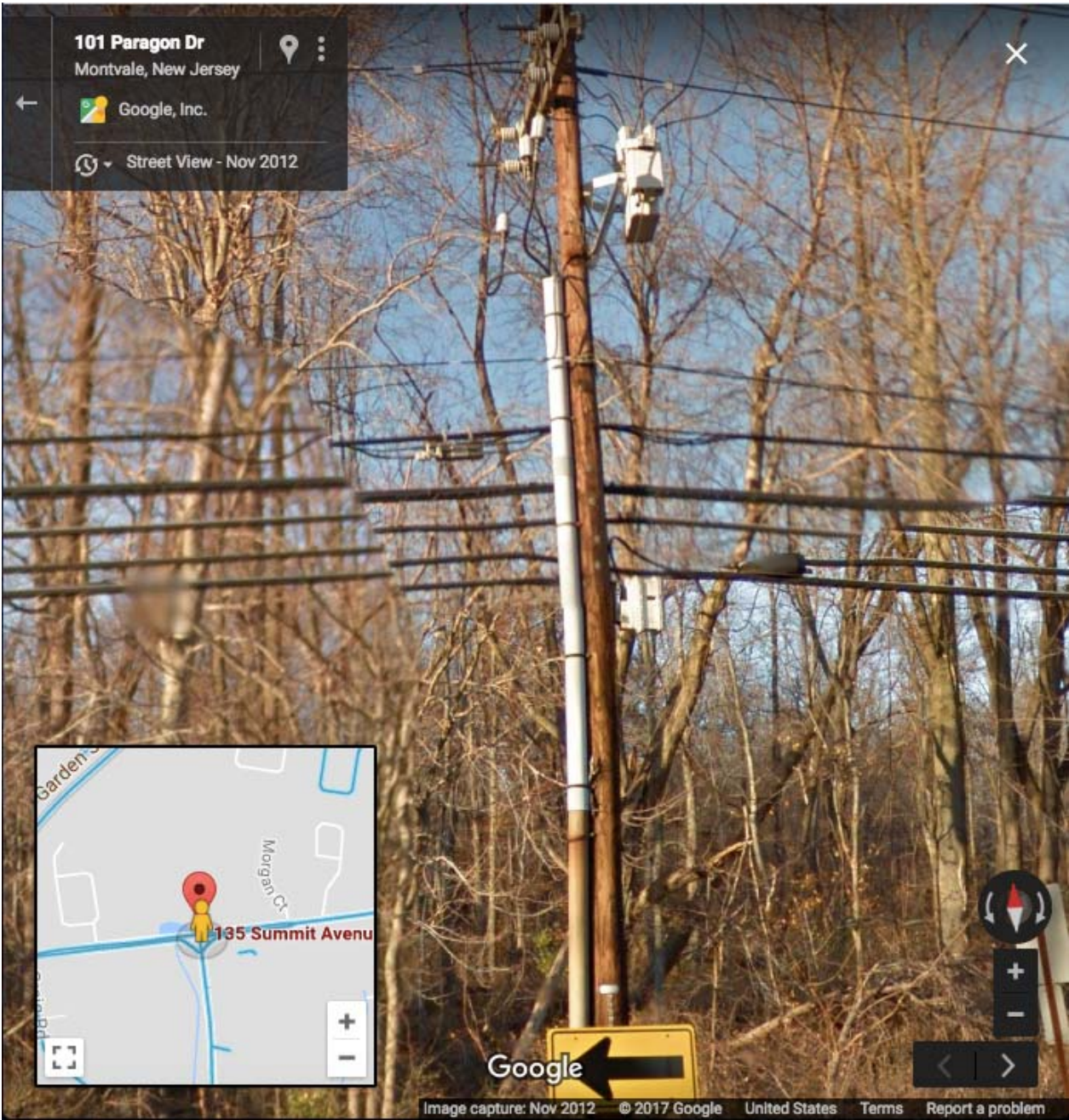


EXHIBIT J

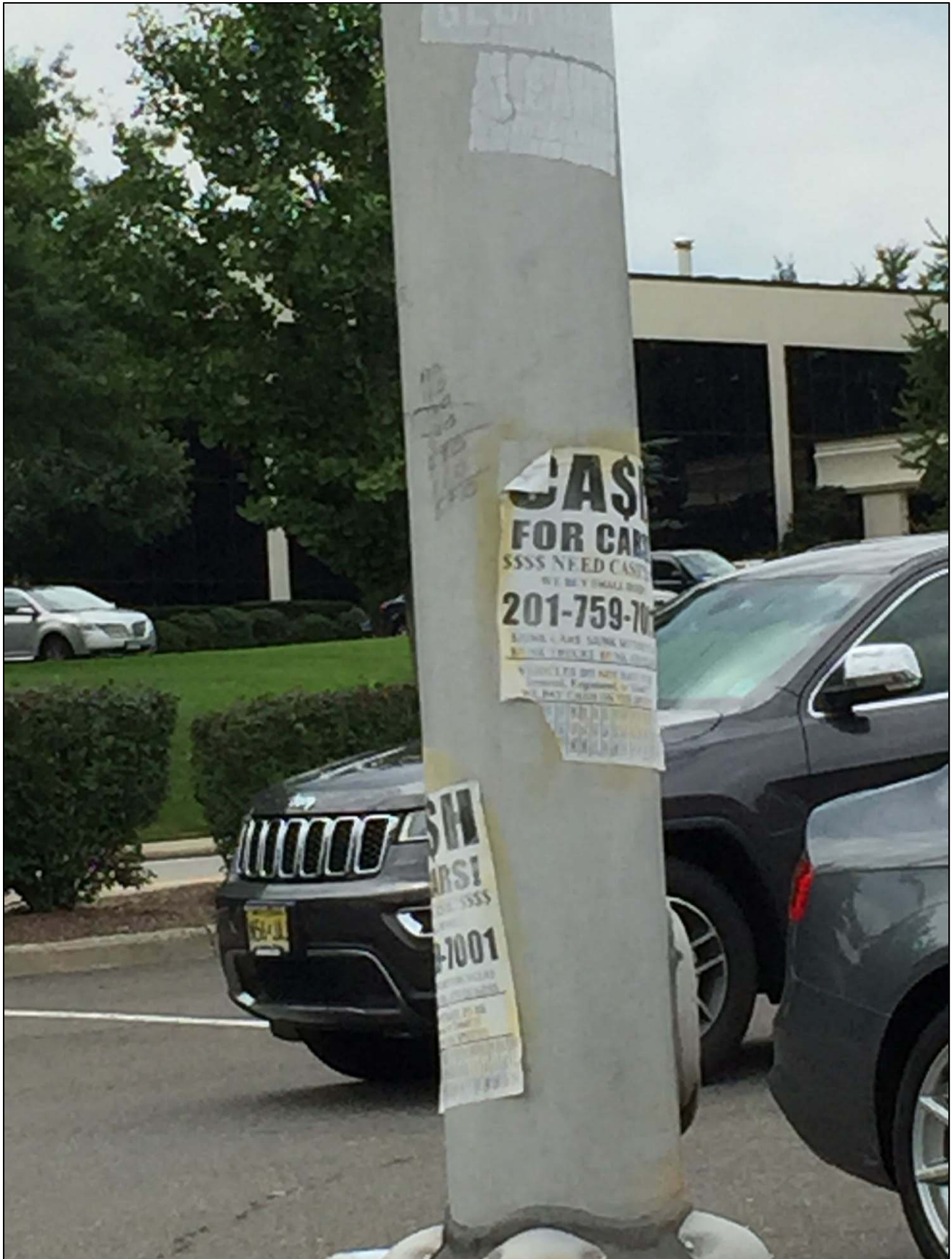








EXHIBIT K



Mayor Mike Ghassali

· Yesterday at 11:35am ·

Montvale residents, a reminder again, no Garage Sale signs allowed on utility poles. Yesterday we had to close the recycling center early so the DPW can drive around and remove these illegally placed signs on Grand Ave and Chestnuts Ridge rd.

If you see your neighbor posting, help us by asking them not to post. Thank you

Mayor Mike Ghassali



Chris Roche In the event we do see a sign, how should it be handled? Would a call to the police department work? I'd be willing to take it down myself if I saw one, but I wouldn't want to interfere if there is a procedure in place for removal/fines.

LikeShow more reactions

· Reply ·

11

· Yesterday at 11:46am

Manage



Mayor Mike Ghassali Call code enforcement 201-391-5700 ext 223

LikeShow more reactions

· Reply ·

22

· Yesterday at 11:55am

Manage



Michael Gallucci Mayor Mike- what are our options over the weekend when these signs are around and the Code enforcement is gone for the weekend?

LikeShow more reactions

· Reply ·

22

· Yesterday at 1:01pm · Edited

Manage



Mayor Mike Ghassali Let me know. We have DPW on stand by as we do on the weekends and after hours.

LikeShow more reactions

· Reply ·

33

· Yesterday at 2:20pm

Manage



Andrea Ehrlich Really? In the past 18 years that I have lived in town, a plethora of garage sale signs have always been posted on utility poles. Now, all of a sudden they are either not allowed or a code is being enforced that never was in the past. Interesting.

LikeShow more reactions

· Reply · 18 hrs

Manage



Chris Roche I've been in town for 12 years, and have never seen signs on utility poles for any extended period. I see plenty of signs on stakes in the ground, for garage sales, political, etc, but I have never seen any that haven't been promptly removed (more than 24 hours). If you notice other towns put American flags, welcome to signs and holiday decorations on their poles. Montvale doesn't allow any of this.

LikeShow more reactions

· Reply · 17 hrs

Manage



Andrea Ehrlich Bottom line - 2 words - religious intolerance.

LikeShow more reactions

· Reply · 17 hrs

Manage



Stacey Derderian Rennie I'm not really sure what garage sale signs have to do with religious intolerance? □

LikeShow more reactions

· Reply · 10 hrs

Manage



Jenny Schneider Sanzari Huh? 😊

LikeShow more reactions

· Reply · 9 hrs

Manage



Andrea Ehrlich Not trying to stir the pot. There is an article on the front page of todays Bergen Record entitled, "Tenaflly offers advice on eruv". Garage sale signs and the need to enforce them has everything to do with just this and I'm certain you are well aware.

LikeShow more reactions

· Reply · 7 hrs

Manage



Rachel Maslow It's selective enforcement all of a sudden because people are afraid of Hasidic Jews buying property here in town. It IS obvious, despite what people are claiming to be simple 'code enforcement'

LikeShow more reactions

· Reply · 3 hrs

Manage



Rachel Maslow Is this extra "code enforcement" costing us money?

I understand the need to enforce the rules, but perhaps a reverse 911 on any given day could remind the town (especially those NOT on social media) of the rules and why you're enforcing them?

LikeShow more reactions

· Reply ·

22

· Yesterday at 2:10pm

Manage



Chris Roche If it is costing us money, and it violates an ordinance, I'm sure there is a resulting fine.

LikeShow more reactions

· Reply · Yesterday at 2:37pm

Manage



Gael Burman Reverse 911 is a great idea specially because a lot of older folks don't use social media.

LikeShow more reactions

· Reply ·

11

· 19 hrs

Manage



Debbie Tyler I am curious why Montvale is now seeking to enforce its no sign ordinance so "religiously". Has Montvale always done this or is it coincidentally timed with the express concerns of Montvale and Mahwah residents about orthodox Jews moving into the community and attaching eruvs to the utility poles.

LikeShow more reactions

· Reply ·

11

· 47 mins

Manage



Luke Frezza I thought there was a 24 hr rule but I guess that was made up

LikeShow more reactions

· Reply · Yesterday at 2:35pm

Manage



Stacy Goldfischer Goldstein Code enforcement should be left to the officials and not the public. Seems interesting that a psa went out about this now

LikeShow more reactions

· Reply · 11 mins

Manage



M.e. Dichiar Chris...Mike from N.Carolina,the police have a hell of a lot more important things to do then take down signs.

LikeShow more reactions

· Reply · 18 hrs

Manage



Leslie Porter What if we see pvc piping?

LikeShow more reactions

· Reply · 18 hrs

Manage



Stacy Goldfischer Goldstein Keith Kaplan

LikeShow more reactions

· Reply · 13 mins

Manage



Keith Kaplan Mayor Ghassali, Pursuant to OPRA, please provide me with a list of when requests have been made to code officials to find poles with signs prior to last week.

LikeShow more reactions

· Reply ·

11

· 7 mins · Edited

Manage



Stacy Goldfischer Goldstein Keith Kaplan maybe reply directly and not on my reply

LikeShow more reactions

· Reply · 8 mins

Manage



Keith Kaplan I'm going to send his clerk an email. It's a public record.

LikeShow more reactions

· Reply · 8 mins

Manage



Jenny Schneider Sanzari I'll take it down myself

LikeShow more reactions

· Reply ·

55

· Yesterday at 2:01pm

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Bergen Rockland Eruv Association, Inc., Sarah Berger, Moses Berger, Chaim Breuer, Joel Friedman, Arya Rabinovits, Yosef Rosen and Tzvi Schonfeld

(b) County of Residence of First Listed Plaintiff Rockland County, NY
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Weil, Gotshal & Manges LLP Weil, Gotshal & Manges LLP
17 Hulfish Street, Suite 201 767 Fifth Avenue
Princeton, NJ 08542 New York, NY 10153

DEFENDANTS

The Borough of Montvale

County of Residence of First Listed Defendant Bergen County, NJ
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Boggia & Boggia, LLC
71 Mt. Vernon Street
Ridgefield Park, New Jersey 07660

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

U.S. Const.; 42 U.S.C. § 1983; 42 U.S.C. § 2000cc; 28 U.S.C. § 2201.

Brief description of cause:

Civil rights action arising from Defendant's interference with Plaintiffs' rights to freely practice their religion

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Judge John M. Vazquez

DOCKET NUMBER 2:17-cv-5512; 2:17-cv-6054

DATE

10/18/2017

SIGNATURE OF ATTORNEY OF RECORD

/s/ Diane P. Sullivan

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Weil, Gotshal & Manges LLP

BY ECF

17 Hulfish St, Suite 201
Princeton, NJ 08542
+1 609 986 1100 tel
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October 18, 2017

Diane P. Sullivan
+1 (609) 986-1120
diane.sullivan@weil.com

Office of the Clerk
United States District Court
District of New Jersey
50 Walnut Street
Newark, NJ 07101

Re: *Bergen Rockland Eruv Association, Inc. et al. v. The Borough of Montvale*, No. _____

Dear Sir or Madam:

I represent Plaintiffs in the above referenced action. I write pursuant to Local Civil Rule 40.1(c) to inform the Court of two related actions involving overlapping Plaintiffs, overlapping facts, and overlapping applicable law as the above referenced action. The related cases are *Friedman et al. v. The Borough of Upper Saddle River et al.*, 2:17-cv-05512-JMV-CLW, and *Bergen Rockland Eruv Association, Inc. et al. v. The Township of Mahwah*, 2:17-cv-06054-JMV-CLW. If possible, please assign the above referenced case to District Judge John M. Vasquez and Magistrate Judge Cathy L. Waldor, who are presiding over the related cases.

Respectfully submitted,

/s/ Diane P. Sullivan

Diane P. Sullivan

General Information

Court	United States District Court for the District of New Jersey; United States District Court for the District of New Jersey
Federal Nature of Suit	Civil Rights - Other[440]
Docket Number	2:17-cv-08632