

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

YISROEL FRIEDMAN and S. MOSHE
PINKASOVITS

Plaintiffs,

-against-

THE BOROUGH OF UPPER SADDLE RIVER
and JOANNE L. MINICHETTI, individually and in
her official capacity as Mayor of the Borough of
Upper Saddle River

Defendants.

**DECLARATION OF RABBI CHAIM STEINMETZ IN SUPPORT OF
PLAINTIFFS' APPLICATION FOR A TEMPORARY RESTRAINING ORDER**

I, Chaim Steinmetz, hereby declare under penalty of perjury:

1. I am a rabbi with over seventeen years of experience advising on the establishment and maintenance of eruvin (the plural of “eruv”). Over the past decade, I have worked, along with my father Rabbi Yechiel Steinmetz, for the Vaad HaEruv, an organization that focuses on the planning, organization, and construction of eruvin. Recently, I worked to expand an existing eruv to, amongst other areas, parts of the Borough of Upper Saddle River, New Jersey. I have also advised other communities in connection with the establishment and maintenance of eruvin. As a result, I have developed an expertise in the Jewish laws associated with the establishment and maintenance of eruvin.

I. The Need for An Eruv

2. The institution of the eruv has been practiced by Jewish people for over 2,000 years. It is based on principles derived from the Bible, as subsequently developed and

interpreted by the sages of the Talmud, and as codified and further interpreted in subsequent codes of Jewish law.

3. The eruv defines an area within which one may “carry” items from place to place, an activity which is forbidden outside the home on the Sabbath and on Yom Kippur. Included in this definition of carrying is the use of wheelchairs and strollers outside the home.

4. Without an eruv, those with young children (who cannot walk on their own), as well as disabled and elderly persons confined to wheelchairs, cannot attend synagogue services on the Sabbath and on Yom Kippur, and are therefore denied the opportunity fully to practice their religion.

5. More particularly, certain portions of the prayer service, including the Torah reading and the Mourner’s Kaddish, can only be done in a group and not alone in private prayer or even in small groups. As a result, those who cannot be in synagogue cannot participate in these important rituals. Further, various celebratory and commemorative events, such as *b’nai mitzvah*, *auf ruf* (pre-wedding celebration), baby-namings, circumcisions, and *yizkor* (a communal mourning observance), may also fall on the Sabbath or Yom Kippur. Those confined to their homes are unable to participate in these public observances and are therefore deprived of meaningful and significant aspects of Jewish observance.

6. The eruv also enables observant Jews to carry other items outside their homes. The ability to carry house keys, medications, identification, food, water, games, toys, books, spare pairs of shoes, a raincoat, and other items create a safer environment and permit 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.

7. An eruv may be established in a number of ways. One of the most common forms – and that which has been used in Upper Saddle River – involves the attachment of half-inch thick PVC plastic pipes to telephone or utility poles. These pipes are unobtrusive and typically unnoticeable to a casual observer.

II. Expansion of an Eruv into Upper Saddle River

8. After obtaining valid licenses from Orange and Rockland Utilities, Inc. (“O&R”) – the organization that owns the utility poles in Upper Saddle River – in mid-June 2017, I called the Upper Saddle River Police Department to notify them that I would be working on the utility poles in Upper Saddle River. During that phone call, the police provided their consent to do so so long as I agreed to have a flag man and placed a sign on the road for traffic safety purposes. I agreed to comply with the directive from the police department and, with the assistance of other community members, began the necessary work to expand an existing eruv to parts of Upper Saddle River so that observant Jewish community members could more freely and fully practice their religion. A true and correct copy of the license obtained from O&R is attached hereto as Exhibit A.

9. A few hours after beginning our work, Upper Saddle River Director of Code Enforcement James Dougherty, along with Upper Saddle River police officers, informed me that, by order of Upper Saddle River Mayor Joanne Minichetti, we had to stop our work. We complied with the directive from Mr. Dougherty and the police.

10. The next day, Moshe Pinkasovits and I met with Mr. Dougherty along with his colleague Steven Forbes, the Property Maintenance Zoning Officer to better understand why we had been ordered to stop our work and to see what had to be done so that our work could

continue. Mr. Dougherty informed us that the Borough was still evaluating whether the lechis violated any local ordinances.

11. In the middle of our meeting with Mr. Dougherty and Mr. Forbes, Mr. Dougherty left to discuss the matter with the Mayor's office. Upon his return to the meeting, Mr. Dougherty informed me that the Mayor's office had given its consent for our work on the eruv to continue.

12. Approximately one week after meeting with Mr. Dougherty, at his suggestion, Mr. Pinkasovits and I met with the Chief of Police of Upper Saddle River Patrick Rotella in an effort to ensure that all concerns with the eruv expansion project were addressed. At that meeting, we explained the purpose of the eruv and provided some additional information on the proposed eruv. Police Chief Rotella provided his consent as well, so long as we agreed to notify the police each time we were attaching lechis to utility poles and committed to having a flag man and to place a sign on the road to alleviate any traffic safety concerns. We, of course, agreed to meet these requests.

13. In addition to agreeing to have a flag man and post a sign at all times when working on the eruv in Upper Saddle River, I also agreed to complete a Contractor Road Construction Information form, providing further detail of when and where the work on the eruv was to be done. A true and correct copy of the Contractor Road Construction Information form is attached hereto as Exhibit B. In short, we agreed to each and every request made of us by the Upper Saddle River Police Department.

14. With the consent of O&R, the Police Department, and the Mayor's office, my colleagues and I resumed our work. Approximately four weeks ago, we completed the necessary work to expand the eruv into portions of Upper Saddle River. So as to comply with the request of the Police Department, each time we set out to attach lechis to utility poles in Upper Saddle

River, we first notified the police. In several instances, police officers came to check on us, to ensure that we were in fact complying with the directives of the Police Department. Each time police officers checked on us, they gave their approval – noting that we were complying with each and every one of their requests.

15. As a result of our work, observant community members that live within this newly enclosed area have been able to more fully practice their religion on the Sabbath for the past three weeks.

16. In addition, we have started, but not yet completed, a further expansion of the eruv that will cover other portions of Upper Saddle River (and elsewhere) so as to include additional community members within the confines of the eruv. These efforts, which came at significant expense, were only undertaken once we had secured the necessary assurances from Upper Saddle River that the work would be allowed to be completed.

17. Despite having received all of the above noted permissions to install lechis in Upper Saddle River, on July 20, 2017, I received a letter from the Associate General Counsel of ConEd, O&R's parent company, enclosing a letter dated July 18, 2017 from the Borough of Upper Saddle River. The letter directed that all lechis in Upper Saddle River be removed immediately. True and correct copies of these two letters are attached hereto as Exhibits C and D.

18. I received further correspondence from Upper Saddle River on July 21, 2017 and July 24, 2017 informing me that if the lechis are not removed by July 26, 2017 at noon, the Borough of Upper Saddle River will have them removed. True and correct copies of these two communications are attached hereto as Exhibits E and F.

19. Should even one of the lechis in Upper Saddle River be removed, the eruv would become invalid, and those community members that have been able to more fully practice their religion on the Sabbath over the past few weeks would no longer be able to do so.

20. Moreover, if we are unable to resume our work in Upper Saddle River to complete the further expansion of the eruv, with each passing week, community members will be deprived of the ability to fully and freely practice their religion on the Sabbath.

21. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 27, 2017


RABBI CHAIM STEINMETZ

EXHIBIT A

Orange & Rockland
A CONEDISON, 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 ~~13th~~ 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 \$6.30 post-walk \$6.30 periodic inspection	\$12.59 pre-walk \$ 9.45 post-walk

- (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 Licenser.
- B. **Notice:** The Request when it has been returned by Licenser to Licensee.
- C. **Confirmation:** The Notice when it has been submitted by Licensee to Licenser.
- D. **Endorsement:** The Confirmation when it has been returned by Licenser 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 Licenser to determine the availability for the attachment of Licensee's equipment to Poles, the work required by Licenser 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 Licenser, and Any Other User; the work required by Licenser to prepare and deliver the invoices contemplated under this agreement; and the work required by Licenser 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 Licenser 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 B



Patrick A. Rotella
Chief of Police
E-Mail: protella@usrp.net

Department of Police
Borough of Upper Saddle River
County of Bergen, State of New Jersey
Incorporated 1894



368 West Saddle River Rd
Upper Saddle River, NJ 07458
(201) 327-2700, Fax: (201) 934-3992

Contractor Road Construction Information

The following are items required under the Upper Saddle River Borough Ordinance and the federal D.O.T. Manual on Uniform Traffic Control Devices (MUTCD):

- 1) If roadway is to open, cut or altered, per the Boro. Ord., a Pre-Construction meeting must be held with the Chief of Police's designee at least 24 hours prior to construction. Contractor will be asked to provide the following-
 - a. Type of work to be done
 - b. Approx. duration of days to be worked
 - c. Two emergency contact numbers
- 2) Open Road permit must be obtained from PD if local street or the County Road Department if a county roadway.
- 3) Hours of construction are restricted by Ordinance to 9:00 a.m. to 4:00 p.m., unless prior approval granted by Chief of Police.
- 4) Any lane closings or road detours must be approved by the U.S.R. Chief of Police. If applicable, contractor may be required to submit written Traffic Control Plan diagram with signage placement.
- 5) In areas where a Police Officer is not required, contractor may utilize properly trained Traffic Directors or "Flaggers". Stop paddles must be used in lieu of flags. (Public Utilities may be exempt for emergency construction or brief service work).
- 6) No vehicles may be parked on any road overnight without the prior approval of the Chief of Police.
- 7) **Contractor must supply acceptable MUTCD approved signage, cones, etc. including a required "Road Work ahead" sign.**

*Burgess
contracts*

*Chaim Steinmetz - 845-709
Moshe Pinkasovits - 7324
845-222-0545*

W Saddle River Rd. / Old Stone Church Rd. / Weiss Rd.
Exact location of construction and nearest cross street

[Signature]
Contractor Acknowledgement

5-7 Day (Fri JUNE 23rd)
Date(s) of Work *START DATE*

Chief Rotella
Issued by Officer

6/20/17
Date issued

Vaad Heiruv Inc.
Company Name

*845-709-7324
845-222-4545*

Chief Rotella
Chief of Police approval

USRPD Mission Statement

To provide for the safety, protection and welfare of all citizens through fair, professional and proactive enforcement of the federal, state and local laws in the Borough of Upper Saddle River.

EXHIBIT C



Rockland Electric Company

Rockland Electric Company
4 Irving Place
New York NY 10003-0987
www.oru.com

July 20, 2017

**VIA EMAIL &
REGULAR MAIL**

Vaad Haeruv, c/o Rabbi Yechiel Steinmetz
51 Ashel Lane
Monsey, New York 10952-2610

Re: eruv on Rockland Electric Company Utility Poles
Borough of Upper Saddle River, New Jersey

Dear Rabbi Steinmetz:

I enclose a letter we recently received from an attorney representing the Borough of Upper Saddle River, New Jersey ("Borough") regarding the eruv related facilities in the Borough that are attached to the utility poles of Rockland Electric Company. Please confer with the appropriate Borough officials and obtain any necessary municipal approvals for the eruv related facilities currently attached to Rockland Electric Company's utility poles. In addition, in light of the attached letter, you should refrain from attaching any additional eruv related facilities to Rockland Electric Company's utility poles until you have received all necessary municipal consents for such attachments.

Please contact me if you wish to discuss this matter further.

Sincerely,

John L. Carley
Associate General Counsel
(212) 460-2097
carleyj@coned.com

EXHIBIT D

ROBERT T. REGAN

A Professional Corporation
ATTORNEY AT LAW
STURBRIDGE COMMONS
345 KINDERKAMACK ROAD
P.O. BOX 214
WESTWOOD, NEW JERSEY 07675

MEMBER NEW JERSEY &
NEW YORK BARS

TEL: (201) 664-3344
FAX: (201) 664-3836
rtregan@rtreganlaw.com

July 18, 2017

VIA EMAIL AND REGULAR MAIL

Thomas Brizzolara, Director of Public Affairs
Orange and Rockland Utilities, Inc.
1 Blue Hill Plaza
Pearl River, New York 10965

RE: Eruv On Orange & Rockland Facilities
Borough of Upper Saddle River, New Jersey

Dear Mr. Brizzolara:

As you are aware, the undersigned is the attorney for the Borough of Upper Saddle River. In furtherance of my telephone conversation with you yesterday, I am advising you that the Borough requires the removal of the devices and strips placed on poles owned and maintained by Orange & Rockland Utilities, Inc. ("O&R") on certain streets within the Borough of Upper Saddle River, which are intended to denote the boundaries of an eruv.

Enclosed herewith is a copy of Ordinance No. 16-15 which is part of the Streets and Sidewalks Ordinance. Your attention is directed to Section 1 of the Ordinance, §122-17G, which prohibits the placement of items on public utility poles, except as may be authorized or required by law. It is the Borough's position that this Ordinance prohibits the placement of devices and materials which have been located on O&R's poles which are intended to denote an eruv.

In addition, applicable statutes would require municipal approval for the use by another party of utility poles within Borough rights-of-way. More particularly, *N.J.S.A. 48:3-19* expressly requires the consent of a municipality when a party seeks to use utility poles owned by another. Furthermore, *N.J.S.A. 48:17-10* prohibits the placement of or construction of any pole, conduit, wire or fixture on or upon any public road without approval of the governing body of the municipality except as to lines maintained by telegraph or telephone companies.

From the foregoing, it is clear that O&R has failed to adhere to local Ordinance, nor has it sought the necessary approvals as required by State statute. For these reasons, the Borough hereby directs that the devices and materials placed on the utility poles be immediately removed. Failure to comply with this directive will result in the Borough pursuing all available remedies to secure the removal of these devices and fixtures.

I would suggest that O&R be guided accordingly.

Very truly yours,


ROBERT T. REGAN

RTR:pnc

cc: Timothy P. Cawley, CEO of Orange and Rockland
Utilities, Inc. (*Via email and regular mail*)
Michelle Damiani, Orange and Rockland Utilities,
Inc. (*Via email and regular mail*)
Mayor and Council, Borough of Upper Saddle River
Theodore Preusch, Borough Administrator

Adopted 10/1/15

BOROUGH OF UPPER SADDLE RIVER

ORDINANCE #16-15

AN ORDINANCE TO AMEND CHAPTER 122 OF THE CODE OF THE BOROUGH OF UPPER SADDLE RIVER ENTITLED, "STREETS AND SIDEWALKS".

BE IT ORDAINED by the Mayor and Council of the Borough of Upper Saddle River, in the County of Bergen, and State of New Jersey as follows:

Section 1.

Chapter 122 of the Code of the Borough of Upper Saddle River, Streets and Sidewalks, Article III, Borough Road Regulations, §122-17, Unlawful Acts, be and is hereby amended to add the following paragraph:

"G. Post or affix any sign, advertisement, notice, poster, paper, device, or other matter to any public utility pole, shade tree, lamp post, curbstone, sidewalk, or upon any public structure or building, except as may be authorized or required by law."

Section 2. Fines and Penalties.

For violation of any provision of this Ordinance, the fines and penalties shall be in accordance with §1-15 of the Borough Code.

Section 3. Severability.

If any section, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not effect, impair or invalidate the remainder of this Ordinance but shall be confined in its effect to the section, sentence or other part of this Ordinance directly involved in the

controversy which such judgment shall be rendered.

Section 4. Inconsistent Ordinances Repealed.

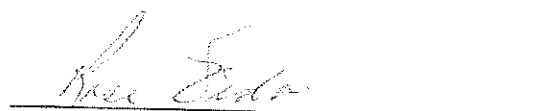
All ordinances or parts or ordinances which are inconsistent with the provisions of this ordinance are hereby repealed, but only to the extent of such inconsistencies.

Section 5. Effective Date.

This Ordinance shall take effect after publication thereof and final passage as required by law.



JOANNE L. MINICHETTI, Mayor



ROSE VIDO, RMC Borough Clerk

Introduced: 9/3/15
Adopted: 10/1/15
Approved: 10/1/15

EXHIBIT E

From: Robert T. Regan [mailto:rtregan@rtreganlaw.com]
Sent: Friday, July 21, 2017 3:01 PM
To: Carley, John L. - Regulatory; eruvmonsey@gmail.com
Cc: Brizzolara, Tom
Subject: Borough of Upper Saddle River/ Eruv <External Sender>

EXTERNAL SENDER. Do not click on links if sender is unknown and never provide user

As you are aware, the undersigned is the attorney for the Borough of Upper Saddle River. My prior letter dated July 18, 2017 detailed that the placement of the devices and strips on utility poles intended to establish an Eruv violates Section 122-17G of the Borough Code. The Borough has consistently and uniformly enforced this Ordinance by removing items placed on utility poles contrary to this Section.

This established policy permits the Borough to remove the devices relating to the Eruv immediately. However, I have been directed by the Governing Body to advise that, as a courtesy, the Borough will withhold removing the devices until 12 noon on Wednesday July 26, 2017. If these items have not been removed by that time, the Borough will act to remove these devices, materials and items. Please be guided accordingly.

Robert T. Regan, Esq.

345 Kinderkamack Road

P.O. Box 214

Westwood, New Jersey 07675

Phone: [\(201\) 664-3344](tel:(201)664-3344)

Fax: [\(201\) 664-3836](tel:(201)664-3836)

Email: rtregan@rtreganlaw.com

EXHIBIT F

ROBERT T. REGAN

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rtregan@rtreganlaw.com

July 24, 2017

VIA EMAIL AND REGULAR MAIL

John L. Carley, Esq.
Associate General Counsel
Rockland Electric Company
4 Irving Place
New York, New York 10003-0987
carleyj@coned.com

Vaad Haeruv
c/o Rabbi Yechiel Steinmetz
51 Ashel Lane
Monsey, New York 10952-2610
eruvmonsey@gmail.com

RE: Upper Saddle River Eruv

Gentlemen:

In furtherance of my email of Friday July 21, 2017, this is to confirm that the Borough of Upper Saddle River requires **removal of the eruv by 12:00 noon on Wednesday, July 26, 2017.**

The Borough would recommend that the company or firm that did the installation also do the removal. In any event, failure to have the eruv removed by that time will result in the Borough acting to have the eruv removed.

Please be guided accordingly.

Very truly yours,


ROBERT T. REGAN

RTR:pnc

cc: Mayor and Council, Borough of Upper Saddle River
Theodore Preusch, Borough Administrator