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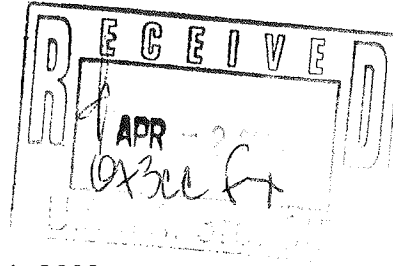
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April 1, 2002

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BY FEDERAL EXPRESS

Marcia M. Waldron
Office of the Clerk
United States Court of Appeals for the Third Circuit
21400 United States Courthouse
601 Market Street
Philadelphia, PA 19106-1790

**Re: Tenafly Eruv Association, Inc., et al., Appellants
v. The Borough of Tenafly, et al., Appellees – No. 01-3301**

Dear Ms. Waldron:

We are counsel for Appellants Tenafly Eruv Association, Inc. and Stefanie Dardick Gottlieb. We object to the filing and consideration of Appellees' Post Argument Letter Brief ("App. Post Arg. Brief") dated March 28, 2002. If, however, the Court accepts Appellees' submission, we respectfully request that the Court consider this brief response.

With respect to Appellees' description of the status of the eruv, we take issue with the implication that the Eruv Association acted unlawfully or improperly in constructing the eruv. As the district court found, the Eruv Association acted in good faith. 155 F.Supp.2d 142, 154-55. We also continue to question Appellees' formulation of the issue. Our position has been fully explained and we see no need to address it further.

Appellees' discussion of the church signs only serves further to establish that the Borough does not enforce Ordinance 691. The church signs sit in the Borough right of way and are, therefore, governed, just as are the utility poles, by Ordinance 691. Yet, the Borough Council approved the erection of the church signs in 1996, A1048, and now is only demanding that the churches "remove informational signs that may contain a denominational logo." App. Post Arg. Brief, p.2. Thus, permanent church signs which do not contain a "denominational logo" may continue to stand in the right of way in violation of the language of the Ordinance. Thus, the Borough, even today, is applying

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Further, the Borough obviously did not perceive there to be an establishment clause problem when it granted permission to erect the church signs in 1996. Its attempt now to revoke this permission because it suddenly perceives an establishment clause problem rings very hollow in light of the allowance by the Borough of holiday decorations at Christmas/Hanukah time, the Creche and Menorah in a public park, Santa Claus in Borough Hall and an Easter Egg roll on the Borough Hall lawn.

We have reviewed the transcript of the argument which confirms our recollection that the Court never asked whether "the lechis possessed a communicative dimension under Jewish law." App. Post Arg. Brief, p. 2.

The "religious significance of the eruv" was well covered in the briefs and oral argument. No further comment is necessary or appropriate.

Respectfully submitted,


Robert G. Sugarman

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