

Bruce S. Rosen, Esq.  
McCUSKER, ANSELM, I,  
ROSEN & CARVELLI, P.C.  
210 Park Avenue, Suite 301  
Florham Park, NJ 07932  
Tel: (973) 635-6300  
Fax: (973) 635-6363  
brosen@marc.law  
*Attorneys for Defendant Borough of Upper Saddle River*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

BERGEN ROCKLAND ERUV  
ASSOCIATION, YISROEL FRIEDMAN, S.  
MOSHE PINKASOVITS, SARAH BERGER,  
MOSES BERGER, CHAIM BREUER, YOSEF  
ROSEN, and TZVI SCHONFELD,

Plaintiffs,

v.

THE BOROUGH OF UPPER SADDLE RIVER,

Defendant.

Civil No.: 2:17-CV-05512-JMV-CLW

Civil Action

**ORDER TO SHOW CAUSE TO  
ENFORCE SETTLEMENT AGREEMENT**

THIS MATTER having come before the Court upon the application of defendant, the Borough of Upper Saddle River (“USR”), by their attorneys McCusker, Anselmi, Rosen and Carvelli, P.C., for an entry of an Order to Show Cause to enforce the terms of the Settlement Agreement and Release entered into between the parties to this matter, dated April 9, 2018 (“Agreement”); and the Court having read and considered USR’s supporting Memorandum of Law submitted herewith and the accompanying declarations, and this proposed Order to Show Cause;; and for good cause shown,

IT IS on this \_\_\_\_ day of July, 2018,

**ORDERED**, that Plaintiffs, Bergen Rockland Eruv Association, Yisroel Friedman, S. Moshe Pinkasovitis, Sarah Berger, Moses Berger, Chaim Breuer, Yosef Rosen, and Tzvi Schonfeld (“Plaintiffs”), show cause before this Court on the \_\_\_\_\_ day of July, 2018, at \_\_\_\_\_ .m, or as soon thereafter as counsel may be heard, why an Order should not be issued, as follows:

1. Ordering Plaintiffs to complete the construction of the eruv as set forth in the Agreement, by July 16, 2018;
2. Ordering Plaintiffs to remove the previously installed ‘temporary’ eruv, except as may be included in the new eruv set forth in the Agreement; including lechis, wires, strings, and all related accessories, by July 31, 2018;
3. Ordering the removal of all debris, tree trimmings, soil, or any other garbage from residents’ properties where it has been left by Plaintiffs and their representatives by July 16, 2018;
4. Awarding USR attorneys’ fees and costs related to the instant Order to Show Cause;
5. Sanctioning Plaintiffs for their disregard and violations of the Agreement;

and it is further

**ORDERED**, that Plaintiffs shall serve and file their briefs, declaration and/or certifications in opposition to this Order to Show Cause on or before July \_\_\_\_\_, 2018, and it is further

**ORDERED**, that USR’s reply brief, declarations and/or certifications, if any, shall be served upon Defendants and the Court on or before July \_\_\_\_\_, 2018; and it is

further

**ORDERED**, that copies of this Order and USR's memorandum of law and accompanying declarations and/or certifications shall be served on Plaintiffs by ECF and email.

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JOHN MICHAEL VAZQUEZ, U.S.D.J.

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

BERGEN ROCKLAND ERUV  
ASSOCIATION, YISROEL FRIEDMAN,  
S. MOSHE PINKASOVITS, SARAH  
BERGER, MOSES BERGER, CHAIM  
BREUER, YOSEF ROSEN, and TZVI  
SCHONFELD,

Plaintiffs,

vs.

THE BOROUGH OF UPPER SADDLE  
RIVER,

Defendant.

Civil No.: 2:17-CV-05512-JMV-CLW

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DEFENDANT BOROUGH OF UPPER SADDLE RIVER'S  
MEMORANDUM OF LAW IN SUPPORT OF ITS ORDER TO SHOW CAUSE TO  
ENFORCE THE SETTLEMENT AGREEMENT

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McCUSKER, ANSELM, ROSEN  
& CARVELLI, P.C.

210 Park Avenue, Suite 301

Florham Park, NJ 07932

Tel: (973) 635-6300

Fax: (973) 635-6363

*Attorneys for Defendant Borough of Upper Saddle River*

**On the brief:**

Bruce S. Rosen, Esq.

Alicyn B. Craig, Esq.

Allison N. Zsamba, Esq.



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### **PRELIMINARY STATEMENT**

This office represents defendant Borough of Upper Saddle River (“USR”) in the above-referenced matter. USR submits this brief in support of its Order to Show Cause to enforce the terms of the Agreement and Release entered into between the parties to this matter, dated April 9, 2018 (“Agreement”).<sup>1</sup>

As Your Honor may recall, Plaintiffs installed an eruv in USR, on their presumptive belief that their First Amendment right to free exercise of religion legally entitled them to build an eruv wherever and whenever they want, without regard for an existing USR ordinance that prohibited same without municipal consent, and without seeking any such consent. Plaintiffs unilaterally, without any legal review, authorization, approval or endorsement, proceeded with obvious irreverence and determined that USR’s ordinance could be impudently disregarded, utilizing their First Amendment right as a sword rather than a shield.

Plaintiffs, emboldened by their relative reward for their use of their previous derisive conduct in the form of the Agreement, continue to utilize much the same “bull in a china shop” attitude, without any regard for not only language of the Agreement, but the rights of USR and its citizens, and the ramifications for their continued deleterious conduct, since, after all, it had succeeded in the past. The Agreement required that the agreed-upon new eruv, with a route that followed Exhibit A of the Agreement, would be completed within sixty (60) days of the Agreement, or by June 9, 2018, and that, subsequent thereto, Plaintiffs would remove the lechis

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<sup>1</sup> This Court agreed to retain jurisdiction over any enforcement action by Order dated April 19, 2018.

along the old eruv route that Plaintiffs had previously constructed without USR's permission in violation of its ordinance.

We are nearly a month past that deadline and, not only has the eruv not been completed, but USR learned *just days ago*, that Plaintiffs claim they do not have authorization from Verizon to install lechis on utility poles to create the new eruv, resulting in yet a further delay of not only the new eruv's construction but also the removal of the originally installed lechis as required by the Agreement. In addition to the fact that Plaintiffs concealed their alleged lack of approval from Verizon until two weeks after the deadline to complete the eruv, they have provided no explanation or information to suggest that the approvals will be shortly forthcoming or that they timely applied for such permission.<sup>2</sup>

What's more, Plaintiffs have disregarded their obligation to provide USR notice of any work they intend to perform, despite USR's repeated requests for same. This becomes especially crucial given that Plaintiffs, through their agent Rabbi Steinmetz, perform work, without notice to USR, which is not only prohibited by the Agreement – in the form of hanging fishing line and white lechis (the Agreement makes no provision for hanging additional fishing line anywhere but on the new eruv route and requires all lechis to be black) – but has also been performed in an exceptionally sloppy and unprofessional manner. Tree branches have been trimmed and left on residents' yards. Soil removed from the ground to install poles has been thrown onto residents' yards as well as the markers provided by USR to depict the location of the poles. Residents' power

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<sup>2</sup> Interestingly, Plaintiffs derided Verizon's requirements as mere formalities during the Preliminary Injunction briefing, and the Court also indicated that this permission was inevitable and shouldn't be considered an impediment to issuance of an injunction by noting: "[P]laintiffs have now presented evidence that O & R and Verizon are going to give any necessary additional licenses to complete the eruv, so it doesn't seem like it's going to be a real issue in this case." See Transcript of January 9, 2018 proceedings attached to Declaration of Bruce S. Rosen, Esq., dated July 5, 2018 ("Rosen Decl.") at T5:16-20; see also See Rosen Decl. at Ex. B, ¶¶ 29-31.

outlets have been used without permission. These actions are in breach of the Agreement as well as its covenant of good faith and fair dealing, which requires that the parties to a contract will deal with each other honestly, fairly, and in good faith, to not destroy the right of the other party or parties to receive the benefits of the contract.

Plaintiffs actions are an affront to the settlement urged by this Court and entered into by USR in good faith. They can no longer hide behind the shield of their First Amendment rights, portraying themselves as helpless victims, when their actions – as they had before - amount to nothing less than contempt for the authority of the Court, as well as the rights of USR and its citizens. To that end, USR respectfully requests that this Court enter an Order that: (1) requires Plaintiffs to complete the construction of the eruv by July 16, 2018; (2) requires Plaintiffs to remove the previously installed eruv, except as may be included in the new eruv, including lechis, wires, string, and all related accessories, by July 31, 2018; (3) requires the removal of all debris, tree trimmings, soil, or any other garbage from residents' properties where it has been left by Plaintiffs and their representatives; (4) awards USR attorneys' fees and costs related to the unfortunately now necessary need to file the instant application; (5) provides sanctions for Plaintiffs' blatant and contumacious disregard for the Agreement; and (6) provides sanctions for any future failure by Plaintiffs to perform in accordance with the terms of the Agreement and any subsequent Order entered.

## STATEMENT OF FACTS

### The Agreement

As Your Honor is aware, Plaintiffs agreed to dismiss their claims against USR in exchange for USR's consent to allow Plaintiffs to install an eruv in USR in an area agreed upon by the parties. See Agreement attached to Declaration of Bruce S. Rosen, Esq., dated July 5, 2018 ("Rosen Decl.") as Exhibit C at ¶1. The eruv previously installed by Plaintiffs in USR which was the subject of the dispute between the parties could remain in place until the construction of the new eruv's boundaries. Id. at ¶2. Plaintiffs were to complete the installation of the new eruv (including the placement of ten new (10) utility poles to accommodate the new eruv route anticipated by the Agreement and installation and or replacement of lechis), within sixty (60) days from the date of the Agreement. Id. at ¶13.<sup>3</sup> Importantly, the completion of the new eruv triggered the timeframe for the removal of the original eruv. Id. at ¶2. Moreover, Plaintiffs are required by the Agreement to notify the Borough of any repairs and maintenance of the eruv, including notice of the location of the proposed work. Id. at ¶20. The Agreement also specifically provides that "a violation of this Agreement and/or the covenants herein will cause substantial and irreparable harm to the injured Party." Id. at ¶ 31.

As set forth in detail below, Plaintiffs have (1) not complied with the provisions of the Agreement, specifically paragraph 13 (completion of eruv within 60 days, including installation of utility poles) (2) what work that has been done has been sloppy, destructive of residents' property, whether wonton trimming of trees or leaving debris, soil, garbage and trimmings on property, as well as use of their electricity without permission, and (3) paragraph 20 (notification

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<sup>3</sup> While the agreement calls for "best efforts to achieve this goal," it separates those best efforts from natural events that might impede construction such as "force majeure," which have not occurred.

of work) where notification has been non-existent or cryptic. Therefore, Plaintiffs are in breach of the Agreement, causing “substantial and irreparable harm” to USR.

### **Plaintiffs’ Breaches**

Today marks the 86th day since the Agreement was executed, nearly one month past the deadline set in the Agreement, and the Plaintiffs have just started the installation of the ten new utility poles, leaving them to subcontractors who performed the work in a sloppy unprofessional manner. By email dated, May 14, 2018, USR was advised by Plaintiffs’ counsel that “Rabbi Steinmetz is preparing to install the poles, but doesn’t have the precise locations. Can you please provide that information?” See copy of May 14, 2018 email attached to Rosen Decl. at Ex. D. USR’s engineers responded that same day, acknowledging the email and asking how the Rabbi wanted to receive the information. See copy of May 14, 2018 email attached to Rosen Decl. at Ex. E. The information was then provided to Plaintiffs’ counsel by email dated May 30, 2018, a copy of which is attached to Rosen Decl. at Ex. F.

On or about May 29, 2018, USR was advised by a resident that a new white lechi and fishing line were being installed along the old eruv route, on Weiss Road, as well as that the fishing line was left hanging. See Rosen Decl. as Ex. G. The undersigned addressed same with Plaintiffs’ counsel, via email dated May 29, 2018, and said “I think we need to have better communication as to what the Rabbi is doing.” See May 29, 2018 email attached to Rosen Decl. as Ex. G at \*5. The email also advised that USR’s Department of Public Works (“DPW”) would be marking the new utility pole locations the next day and invited Rabbi Steinmetz. Id. Notably, the use of fishing wire is not permitted by the Agreement for the repair of the old eruv route, but Plaintiffs used it nonetheless. See Rosen Decl. at Ex. C, ¶1.

On May 30, 2018, Plaintiffs' counsel responded that Rabbi Steinmetz advised USR on May 4, 2018 of the repair work on Weiss Road. See May 30, 2018 email with respect to Rabbi Steinmetz's purported notice of May 4, 2018 for work performed on May 29, 2018 attached to Rosen Decl. at Ex. H; see also Rabbi Steinmetz's email of May 4, 2018 vaguely stating he would be performing work on Weiss Road (which spans much of USR) attached to Rosen Decl. as Ex. H. In fact, no email was received from Rabbi Steinmetz. See Rosen Decl. at Ex. H. Remarkably, Plaintiffs' counsel offered Steinmetz's May 4 email, which provided no information with respect to the anticipated date of performance and specific location, as being sufficient notice for the work performed on May 29, 2018. Id. By email dated May 30, 2018, the undersigned stated to Plaintiffs' counsel that "this lack of communication by the Rabbi is concerning." See May 30, 2018 email attached to Rosen Decl. as Ex. G at \*4. By another email of the same date, this office asked Plaintiffs' counsel: "Besides asking [Rabbi Steinmetz] to give new notice whenever he comes to repair/install, could you also please ask him to be a little more specific as to where the repair is. Weiss Road spans much of the town." See May 30, 2018 email attached to Rosen Decl. as Ex. G at \*1. Plaintiffs' counsel responded with "[w]e will." Id.

On the morning of May 30, USR's engineer and DPW marked the utility pole locations. They noted that the marks previous set by Rabbi Steinmetz were all off of the previously agreed upon locations. See May 30, 2018 email attached to Rosen Decl. as Ex. F. Despite the fact they were off, all locations were acceptable except three. Id. This office advised Plaintiffs' counsel of same and directed Rabbi Steinmetz to conform to the Agreement's previously agreed upon locations. Id.



On June 1, 2018, USR was advised of residents' complaints regarding the unauthorized tree trimming being performed by Plaintiffs. See June 1, 2018 email attached to Rosen Decl. at Ex. I, \*3-\*4. The undersigned sent an email to Plaintiffs' counsel and advised that:

At least one resident has complained that the Rabbi's crew was trimming trees along Weiss road and leaving branches in people's yards. No permission has been extended for any trimming, except for those areas along the new route, which is complete. Please explain what happened and why and how we are going to make sure this does not happen again. Do we need to have a police cruiser sitting by when the Rabbi does maintenance to make sure he performs according to the agreement? Together with the fishing line that was not authorized and was left hanging from the utility pole, this is sloppy and disappointing and certainly violates the spirit of the agreement. Perhaps we need a telephone conference with the Rabbi and municipal officials to make sure that notice is proper, and no additional fishing line is installed and there is no further tree trimming.

Id. Plaintiffs did not substantively respond until June 11, 2018, wherein counsel balked at the idea of providing "better" notice than they already had. See June 11, 2018 email attached to Rosen Decl. at Ex. I, \*1-\*2. They also addressed the re-location of one of the utility poles, with no acknowledgement that their time to complete the eruv pursuant to the terms of the Agreement expired two days before. Id.

Despite the requests of USR for reasonable notice and compliance with the Agreement, Plaintiffs continued their disregard for its terms. Soon after, USR received a report from a resident that, contrary to the terms of the Agreement, white lechis were being installed along Sparrowbush Road – the Agreement only allows for black lechis. See Rosen Decl. at Ex. A, ¶ 1; see also Rosen Decl. at Ex. J. This office addressed the issue with Plaintiffs' counsel via email dated June 18, 2018, attached to Rosen Decl. at Ex. J. Besides the fact that white lechis were being used instead of black, USR had no awareness that any work was being performed on Sparrowbush. Id.

Plaintiffs' counsel indicated that they had no information regarding same. Id. Nor did they ever provide any.

On June 26, 2018, one month after USR had marked the utility locations and 15 days past the time by which the eruv was to be *completed* pursuant to the terms of the Agreement, Rabbi Steinmetz met with Borough Administrator Theodore Preusch and USR's DPW regarding the placement of 10 utility poles. See Declaration of Theodore Preusch, ¶ 2. Again, contrary to the Agreement, Rabbi Steinmetz wanted to trim more trees. Id. at ¶ 3. Mr. Preusch, using a laser tool, showed how no tree trimming was necessary. Id. at ¶ 4. At this meeting, for the first time, Plaintiffs, through Rabbi Steinmetz, advised that there was an issue with Verizon's approvals for the lechis. Id. at ¶ 5.

Having had enough with Plaintiffs' repeated disregard for the terms of the Agreement, on June 29, 2018, USR sent a letter to Plaintiffs declaring their breach of the Agreement. See Rosen Decl. at Ex. K. Even as late as that morning, Plaintiffs, through Rabbi Steinmetz, have not only continued to perform work (using a subcontractor) without providing notice to USR and without a flagman, but the subcontractor also trespassed on private property by plugging an electrical cord into a resident's outlet without permission. Id. This office then spoke with Plaintiffs' counsel, David Yolkut, Esq., who provided no greater information regarding the issues with Verizon's approval, further indicating Plaintiffs' failure to perform timely and in accordance with the terms of the Agreement. Rosen Decl. at ¶¶ 15-7.

And yet even as recently as Tuesday, USR obtained photographs of the utility poles being installed by Plaintiffs. Rosen Decl. at Ex. L. These pictures depict the sloppy and careless nature by which the work is being performed. Id. Soil removed from the ground to make a hole for the poles has been simply thrown on residents' properties and left there, without being removed. Id.

The marker stakes used to mark the pole locations were also thrown on the properties and left as garbage. Id. And upon, information and belief, only 7 of the 10 poles to be installed were completed.

### **LEGAL ARGUMENT**

Plaintiffs, before the lawsuit and now after the Agreement, have repeatedly demonstrated an utter disregard for the rights of USR and its citizens and the authority of this Court. They have not completed the eruv within sixty days from the Agreement. They have repeatedly failed to provide notice to USR for the work. Rosen Decl. at Exs. F-J, L-M. They have used fishing wire in contravention of the Agreement, left that fishing wire haphazardly hanging from utility poles, and installed white lechis instead of black. Rosen Decl. at Ex. G. They have performed sloppy and unprofessional work, leaving soil, tree trimmings, garbage and other debris in residents' properties. Rosen Decl. Exs. I, L. In other words, they have willfully ignored the contractual requirements of the Agreement, without sufficient explanation or excuse. This egregiously mendacious behavior should not be countenanced by the Court.

#### **I. PLAINTIFFS MUST BE REQUIRED TO PERFORM IN ACCORDANCE WITH THE AGREED UPON TERMS CONTAINED IN THE AGREEMENT.**

The construction and enforcement of settlement agreements is governed by state law. Excelsior Ins. Co. v. Pennsbury Pain Ctr., 975 F. Supp. 342, 348-49 (D.N.J. 1996). Moreover, it is fundamental that the settlement of litigation ranks high in the public policy of this state and that settlements should be encouraged. Ziegelheim v. Apollo, 128 N.J. 250, 263 (1992). Under New Jersey law, a "settlement between parties to a lawsuit is a contract like any other contract." Peskin v. Peskin, 271 N.J. Super. 261 (App. Div. 1994). "Therefore, parties create an enforceable contract when they agree on its essential terms and manifest an intent that the terms bind them." Baer v. Chase, 392 F.3d 609, 619 (3d Cir. 2004) (citation omitted). Given New Jersey's "strong public

policy in favor of settlement,” courts should “strain” to uphold settlements “wherever possible”. Bistricher v. Bistricher, 231 N.J. Super. 143, 147 (App. Div. 1987)(citations omitted). Accordingly, absent compelling circumstances, courts will enforce settlement agreements. Zuccarelli v. DEP, 326 N.J. Super. 372, 381 (App. Div. 1999).

**A. Plaintiffs’ Have not Completed the Eruv Installation in the Timeframe Required by the Agreement.**

There is no dispute that Plaintiffs are in breach of the Agreement - they simply have not completed the eruv installation within 60 days of the Agreement, or by June 9, 2018. While Plaintiffs will undoubtedly allege they have used their “best efforts” in doing so, the simple timeline of events betray any such representation. The April was executed on April 9, 2018. On May 16, 2018, Plaintiffs’ counsel advised that Rabbi Steinmetz was ready to install the poles but needed precise locations. See Rosen Decl. at Ex. D. USR, through its engineers, provided the locations, see Rosen Decl. at Exs. E and F, and offered to walk the route with Rabbi Steinmetz to discuss the locations on May 30, 2018. Id. at Ex. G at \*5. While Plaintiffs and Rabbi Steinmetz were a no-show, USR’s DPW and engineers marked out the locations on May 30, 2018. Id. It wasn’t until June 26, 2018 that Rabbi Steinmetz discussed the finalized locations with USR representatives, see Declaration of Theodore Preusch, and, to date, only some utility poles have been installed. These delayed actions of Plaintiffs cannot, under any reality, be construed as them using their “best efforts” to complete the eruv with sixty days of the Agreement. As with the installation of the original eruv, which precipitated the lawsuit, Plaintiffs have time and time again demonstrated an utter disregard for anything besides their own self-serving interests. Their breach is clear and their behavior cannot be countenanced.

Moreover, and perhaps most telling of Plaintiffs’ duplicitous conduct towards USR, is that they revealed, *for the first time* on June 26, nearly three full months after the execution of

the Agreement and well after the time within which it was to have completed the eruv, that they still do not have consent from Verizon to install the lechis on its poles. Rosen Decl. at ¶¶ 15-6. Plaintiffs' counsel, David Yolkut, during a conversation on June 28, 2018, nonchalantly explained the delay away by claiming administrative red tape. *Id.* at ¶16. Yet, not only could Yolkut provide no more details with respect to when – or even if – consent from Verizon would be forthcoming, there has been no attempt by Plaintiffs to provide any further information. Rosen Decl. at ¶¶ 15-6. We have no idea when or even if an application was being made, nor whether it was complete or whether it was to the correct party. This indeterminate delay, as with the others, is more of the same from Plaintiffs. USR requests that this Court no longer allow Plaintiffs to thumb their noses at everyone involved, including the Court, by blatantly disregarding the contract terms contained in the Agreement.

**B. Plaintiffs have Not Provided the Notice of Work as Anticipated by the Terms of the Agreement.**

As set forth at length above, Plaintiffs have repeatedly performed work without providing adequate notice to USR pursuant to the terms of the Agreement. The Agreement requires, at paragraph 20, that:

BREA or its agents agree to notify the Borough Police Department in advance of any installation, maintenance or repair of the Eruv, identifying the location of the pole(s) on which such installation, maintenance, repair and/or expulsion work shall be conducted, and agree to employ a flagman to be present during such work and to abide by all traffic safety rules.

Rosen Dec. at Ex. C, ¶ 20. Plaintiffs have failed to do so despite repeated requests from USR for reasonable particulars related to the work, including time, location and any other logistics that may require USR assistance. Rosen Decl. at Exs. G-J. In fact, Plaintiffs have even promised that they will do a better job at notifying USR, see Rosen Decl. at Ex. G, yet have

continued to disregard this contractually required courtesy and, then, in fact, balk at needing to provide more information that what is required by the terms of the Agreement. See Rosen Decl. at Ex. I.

Notice of work – or lack thereof – was a large predicate for USR’s opposition to Plaintiffs’ Order to Show Cause seeking to install an eruv in USR. As with any entity performing work within USR, certain requirements must be met including providing appropriate notice of the work to be performed. USR required “notice” in the Agreement so that it can be aware of the activities taking place within its boundaries, ensure that the work being performed is compliant with the Agreement, ensure that all traffic and safety protocol are being followed, and address and quell any concerns of its citizenry. Notice that the work will be performed at some indefinite date, time or location does not satisfy these needs. While these exact details may not be spelled out for Plaintiffs in the Agreement, which specifically requires “notice,” certainly the provision of these details are encompassed in the requirement of providing “notice” and Plaintiffs’ failure to do so breaches not only the agreement but also the covenant of good faith and fair dealing. Would anyone making a doctor’s appointment simply tell the doctor that they are coming in, without arranging the details of date and time? Would Plaintiffs allow a contractor to perform work on their houses without confirming date, time and the work to be performed? No reasonable person would. Rather, these details constitute what was intended by the requirement that Plaintiffs provide “notice.”

**C. Plaintiffs' Work has been Sloppy and Unprofessional**

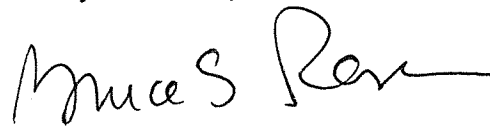
As set forth above, stated nicely, Plaintiffs' work has been wanting in terms of precision and professionalism. They have installed fishing line in locations where it is not permitted by the Agreement and, moreover, left that fishing line carelessly dangling down the side of the utility pole. See Rosen Decl. at Ex. G. In contravention of the Agreement, they have installed white lechis when only black are permitted. See Rosen Decl. at Ex. J. They have left soil, tree trimmings, garbage and debris on properties and have, without permission, used the electrical outlets of residents. See Rosen Decl. at Exs. L-M. These actions violate the terms and spirit of the Agreement.

In short, Plaintiffs' actions are evidence of their lack of respect for the contractual terms of the Agreement and the rights of USR and its citizens. They have flagrantly disregarded these legally binding obligations and proceeded, as they had in the past, without any regard for the ramifications of these actions because, based on prior experience, they haven't been held to task for them before. USR requests that this Court send a strong message to Plaintiffs that their conduct will no longer be tolerated.

**CONCLUSION**

For the foregoing reasons, USR respectfully requests that this Court issue an Order that: (1) requires Plaintiffs to complete the construction of the eruv by July 16, 2018; (2) requires Plaintiffs to remove the previously installed eruv, except as may be included in the new eruv, including lechis, wires, string, and all related accessories, by July 31, 2018; (3) requires the removal of all debris, tree trimmings, soil, or any other garbage from residents' properties where it has been left by Plaintiffs and their representatives; (4) awards USR attorneys' fees and costs related to the unfortunately now necessary need to file the instant application; (5) provides sanctions for Plaintiffs' blatant and contumacious disregard for the Agreement; and (6) provides sanctions for any future failure by Plaintiffs to perform in accordance with the terms of the Agreement and any subsequent Order entered.

Respectfully submitted,



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Bruce S. Rosen, Esq.  
Alicyn B. Craig, Esq.  
Allison Zsamba, Esq.  
McCUSKER, ANSELM, I,  
ROSEN & CARVELLI, P.C.  
210 Park Avenue, Suite 301  
Florham Park, NJ 07932  
Tel: (973) 635-6300  
Fax: (973) 635-6363  
[brosen@marc.law](mailto:brosen@marc.law)

Dated: July 5, 2018



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*Attorneys for Defendant  
the Borough of Upper  
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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

BERGEN ROCKLAND ERUV  
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Defendant.

Civil No.: 2:17-CV-05512-JMV-CLW

Civil Action

**DECLARATION OF  
THEODORE PREUSCH**

I, Theodore Preusch, declare under penalty of perjury:

1. I am an employee of the Borough of Upper Saddle River (USR) and serve as the Borough Administrator.
2. On June 26, 2018, one month after USR had marked the utility locations and 15 days past the time by which the eruv was to be *completed* pursuant to the terms of the Agreement, Rabbi Steinmetz met with USR's DPW and I regarding the placement of utility poles.
3. Contrary to the Agreement, Rabbi Steinmetz wanted to trim more trees.
4. Using a laser tool, I showed how no trimming was necessary.

5. At this meeting, for the first time, Plaintiffs, through Rabbi Steinmetz, advised that there was an issue with Verizon's approvals for the lechis.

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

By: 

Theodore Preusch  
Borough Administrator  
Borough of Upper Saddle  
River

Executed on: July 5, 2018

Bruce S. Rosen, Esq.  
McCUSKER, ANSELM, I,  
ROSEN & CARVELLI, P.C.  
210 Park Avenue, Suite 301  
Florham Park, NJ 07932  
Tel: (973) 635-6300  
Fax: (973) 635-6363  
brosen@marc.law  
*Attorneys for Defendant*  
*Borough of Upper Saddle River*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

BERGEN ROCKLAND ERUV  
ASSOCIATION, YISROEL FRIEDMAN, S.  
MOSHE PINKASOVITS, SARAH BERGER,  
MOSES BERGER, CHAIM BREUER, YOSEF  
ROSEN, AND TZVI SCHONFELD,

Plaintiffs,

v.

THE BOROUGH OF UPPER SADDLE RIVER,

Defendant.

Civil No.: 2:17-CV-05512-JMV-CLW

Civil Action

**DECLARATION  
OF  
BRUCE S. ROSEN, ESQ.**

I, Bruce S. Rosen, Esq., declare under penalty of perjury:

1. I am an attorney licensed with the State of New Jersey and admitted to practice before the Federal District Court for the District of New Jersey. I represent Defendant Borough of Upper Saddle River in the above-captioned matter and submit this declaration is in further of Defendant's Order to Show Cause to enforce the terms of the Agreement and Release entered into between the parties to this matter, dated April 9, 2018 ("Agreement").

2. Attached as **Exhibit “A”** is a true and correct copy of relevant excerpts of the transcript of the January 9, 2018 proceedings with respect to the above-captioned matter.

3. Attached as **Exhibit “B”** is a true and correct copy of the Reply Declaration of Rabbi Chaim Steinmetz in Further Support of Plaintiffs’ Motion for a Preliminary Injunction (ECF Doc. No. 36-18).

4. Attached as **Exhibit “C”** is a true and correct copy of the Agreement dated April 9, 2018 settling the above-captioned matter.

5. Attached as **Exhibit “D”** is a true and correct copy of an email from Plaintiffs to USR, dated May 14, 2018, requesting the precise locations of the new poles.

6. Attached as **Exhibit “E”** is a true and correct copy of a series of emails from May 14, 2018 through May 16, 2018 by and between the parties with respect to the location of the 10 pole which were to be installed by the Plaintiffs.

7. Attached as **Exhibit “F”** is a true and correct copy of a series of emails from May 30, 2018 with respect to the locations of poles to be installed pursuant to the Agreement and as Depicted in Ex. A to the Agreement.

8. Attached as **Exhibit “G”** is a true and correct copy of a series of emails from May 29, 2018 through May 30, 2018 by and between the parties with respect to Plaintiffs’ improper installation of new white lechis and fishing wire to utility poles located on Weiss Road.

9. Attached as **Exhibit “H”** is a true and correct copy of a series of emails from December 1, 2017 to May 4, 2018 from Rabbi Steinmetz providing vague and cryptic purported notice with respect to work he intended to perform on the eruv.

10. Attached as **Exhibit “I”** is a true and correct copy of a series of emails from June 1, 2018 through June 11, 2018 by and between the parties with respect to authorized trimming, the lack of notice by Plaintiffs and the location of new poles.

11. Attached as **Exhibit “J”** is a true and correct copy of a series of emails from June 18, 2018 by and between the parties regarding the unauthorized installation of white lechis on Sparrowbush Road.

12. Attached as **Exhibit “K”** is a true and correct copy of a letter from defense counsel, Bruce Rosen, to Plaintiffs’ counsel, Yehudah L. Buchweitz, dated June 29, 2018, with respect to Plaintiffs’ repeated disregarding for the terms of the Agreement.

13. Attached as **Exhibit “L”** is a true and correct copy of an email dated July 3, 2018 to defense counsel with respect to Plaintiffs’ sloppy, careless and disrespectful work related to the installation of new poles.

14. Attached as **Exhibit “M”** is a true and correct copy of an email, dated June 29, 2018, from the Chief of Police, Patrick Rotella, advising defense counsel, Bruce Rosen, that Plaintiffs’ workers trespassed on to a resident’s property and plugged equipment into the resident’s outdoors outlet.

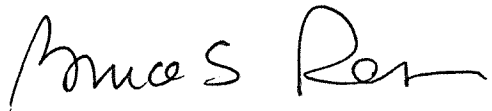
15. On or about June 29, 2018, I spoke with Plaintiffs’ counsel, David Yolkut, Esq., who provided minimal and vague information regarding the issues with Verizon’s approval, further indicating Plaintiffs’ failure to perform timely and in accordance with the terms of the Agreement.

16. Plaintiffs’ counsel also represented that they, along with Rabbi Steinmetz, would be contacting me on July 3, 2018 to discuss the purported difficulties Plaintiffs have

had in securing Verizon's consent for the new eruv route set forth in the Agreement.

Plaintiffs failed to contact me to discuss same.

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

By:   
Bruce S. Rosen, Esq.

Executed on: July 5, 2018

# EXHIBIT A

1 THE UNITED STATES DISTRICT COURT  
 2 FOR THE DISTRICT OF NEW JERSEY  
 CIVIL ACTION NO. 17-5512 (JMV)

3 - - - - - x  
 4 :  
 5 YISROEL FRIEDMAN, et al., :  
 6 : TRANSCRIPT  
 7 Plaintiffs, : OF  
 8 -v- : PROCEEDINGS  
 9 :  
 10 THE BOROUGH OF UPPER SADDLE :  
 11 RIVER, et al., :  
 12 :  
 13 Defendants. :  
 14 - - - - - x

15 January 9, 2018  
 16 Newark, New Jersey

17 B E F O R E: HONORABLE JOHN MICHAEL VAZQUEZ, U.S.D.J.

18 A P P E A R A N C E S:

19 WEIL, GOTSHAL & MANGES, ESQS.,  
 20 BY: YEHUDAH L. BUCHWEITZ, ESQ.,  
 21 DAVID YOLKUT, ESQ.,  
 22 &  
 23 ROBERT G. SUGARMAN, ESQ.,  
 24 Attorneys for the Plaintiffs  
 25 MC CUSKER, ANSELM, ROSEN & CARVELLI, ESQS.,  
 26 BY: BRUCE S. ROSEN, ESQ.,  
 27 ALLISON N. ZSAMBA, ESQ.,  
 28 ALICYN G. CRAIG, ESQ.,  
 29 &  
 30 CAHILL, GORDON & REINDEL, ESQS.,  
 31 BY: JOEL KURTZBERG, ESQ.,  
 32 Attorneys for the Defendants

33 Pursuant to Section 753 Title 28 United States Code, the  
 34 following transcript is certified to be an accurate record  
 35 taken stenographically in the above entitled proceedings.

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JOHN KEVIN STONE, CSR



1 on language that does not appear to be applicable to this  
2 case. The joint use agreement between Verizon and O & R  
3 discusses permission, reference other parties using supply  
4 circuits to attach supply wires and cables. The eruv and  
5 the lackies in this case do not appear to fit within those  
6 definitions.

7 The eruv though, on the other hand, the plaintiffs,  
8 argue they are authorized by law to do so, and they point to  
9 the O & R license agreement that is still operative, and to  
10 the extent defendants point out that they need additional  
11 licenses, plaintiffs accuse them of being nit-picking and  
12 hypertechnical. I do not think it's nit-picking and  
13 hypertechnical, because it was really the thrust of  
14 plaintiffs' argument that they had the proper licenses. So  
15 I do not agree with that characterization by the plaintiffs.

16 That being said, plaintiffs have now presented  
17 evidence that O & R and Verizon are going to give any  
18 necessary additional licenses to complete the eruv, so it  
19 doesn't seem like it's going to be a real issue in this  
20 case.

21 Of course to the extent there's any alleged danger,  
22 on ground of metal wire making physical contact with  
23 Verizon's conduit and so forth, I would never require the  
24 town to do something that's a true safety issue, but at the  
25 same time I would ask the town to check with both Verizon

# EXHIBIT B

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

BERGEN ROCKLAND ERUV ASSOCIATION,  
YISROEL FRIEDMAN, S. MOSHE  
PINKASOVITS, SARAH BERGER, MOSES  
BERGER, CHAIM BREUER, YOSEF ROSEN, and  
TZVI SCHONFELD

Plaintiffs,

-against-

THE BOROUGH OF UPPER SADDLE RIVER  
Defendant.

**REPLY DECLARATION OF RABBI CHAIM STEINMETZ IN FURTHER SUPPORT  
OF PLAINTIFFS' MOTION FOR A PRELIMINARY INJUNCTION**

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”). A brief summary of my background as it relates to the planning, organization, and construction of eruvin generally and specifically with respect to the expansion of an existing eruv into parts of the Borough of Upper Saddle River, New Jersey (“USR”) is set forth in the declaration I previously submitted in this matter. Declaration of Rabbi Chaim Steinmetz in Support of Plaintiffs’ Motion for a Preliminary Injunction, October 4, 2017 (“Steinmetz Decl.”).

2. I have reviewed Upper Saddle River’s Memorandum of Law in Support of its Notice of Motion to Dismiss Plaintiffs’ Amended Complaint Pursuant to Fed.R.Civ.P. (12)(b)(1) and in Opposition to Plaintiffs’ Request for Injunctive Relief (“USR Brief”) as well as the accompanying declarations of Thomas Dougherty (“Dougherty Decl.”),

Steven Forbes (“Forbes Decl.”), Theodore Preusch (“Preusch Decl.”), and Robert Hyman (“Hyman Decl.”) (collectively, the “USR Declarations”).

3. I respectfully submit this Reply Declaration to respond to certain of the statements made in the USR Brief and the USR Declarations. All of the facts set forth herein are based on my personal knowledge.

**June 15, 2017 Meeting with Mr. Forbes and Mr. Dougherty**

4. In both the Dougherty and Forbes Declarations, Mr. Dougherty and Mr. Forbes chronicle some of what was discussed at our June 15, 2017 meeting. While, in certain respects, we are in agreement as to what transpired at that meeting, there are inaccuracies in the Dougherty and Forbes Declarations that warrant clarification.

5. According to Mr. Dougherty, I made the claim at our June 15, 2017 meeting that “lechis were placed on poles as a directional sign that communicated to the observer the direction of the outer limits of the eruv.” Dougherty Decl. ¶ 22. This is simply not true.

6. Lechis are never used as directional signs and are certainly not used to “communicate to the observer the direction of the outer limits” of an eruv – it is the overhead wires and other natural and man-made boundaries that delineate the perimeter of an eruv. Indeed, is because the lechis *do not* communicate the direction of the outer limits of an eruv that eruv associations (and many other organizations) provide maps detailing precisely what areas are inside and what areas are outside eruvim.<sup>1</sup>

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<sup>1</sup> Examples of such maps can be found at the following URLs: <https://hperuv.org/> (Highland Park Eruv covering Rutgers University); [http://www.rocklanderuv.org/images/complete\\_eruv\\_map-4.pdf](http://www.rocklanderuv.org/images/complete_eruv_map-4.pdf) (Rockland Eruv); <http://www.jewishcenter.org/manhattan-eruv.html> (New York City Eruv); <http://eruvmonsey.com/displayMapsAll.html#> (Vaad HaEruv website); [https://facilities.princeton.edu/sites/facilities/files/Princeton\\_ERUV\\_0.pdf](https://facilities.princeton.edu/sites/facilities/files/Princeton_ERUV_0.pdf) (Princeton University Eruv).

7. In fact, the primary reason for the June 15, 2017 meeting with Mr. Dougherty and Mr. Forbes was to explain the purpose of the eruv and to explain precisely what lechis are and what they are not. If anything, Mr. Dougherty has it backwards – as Mr. Pinkasovits and I explained at the June 15 meeting, lechis are absolutely not “directional signs” and no one who relies on an eruv would ever view them as such.

8. In addition to this mischaracterization, Mr. Dougherty (as well as Mr. Forbes) also claimed that I was told that the Vaad HaEruv could proceed “temporarily” while USR further considered whether the attachment of lechis to utility poles violated any ordinances or laws. Dougherty Decl. ¶ 23; *see also* Forbes Decl. ¶ 11. This, too, is inaccurate. Mr. Dougherty and Mr. Forbes gave us the unqualified go ahead to begin our work. They only asked that we meet with the USR police to ensure that we are complying with their traffic safety requests. As I discussed in the Steinmetz Declaration, we did just that. Steinmetz Decl. ¶ 14. Had we been given “temporary” permission to proceed from Mr. Dougherty and Mr. Forbes, we likely would not have moved forward with putting the lechis up at that time. Instead, we would have continued to work with USR until we had secured the unqualified go-ahead to put up the needed lechis. It would make no sense for us to go to the trouble and incur the thousands of dollars in expenses of putting up the lechis if we thought there was a chance that USR would then turn around and tell us we had to take them down.

9. Moreover, the declarations of Mr. Dougherty and Mr. Forbes are directly at odds with that of Mr. Preusch. According to Mr. Preusch, the Vaad HaEruv was given permission to proceed with the installation of lechis in USR, so long as we agreed to “participate[] in a pre-construction meeting with the USR PD” and comply with the applicable traffic safety requirements – which we did (and no one from USR has made any suggestion to

the contrary). Preusch Decl. ¶ 56. Unlike the Dougherty and Forbes Declarations, the Preusch Declaration does not characterize this permission as being “temporary” in any way.

10. Although notably absent from the Dougherty Declaration, the Forbes Declaration makes the additional claim that, at the June 15 meeting, Mr. Forbes told me that lechis “would likely be considered a device.” Forbes Decl. ¶ 10.<sup>2</sup> This, too, is not correct. What Mr. Forbes told me was that he was still studying the lechis and researching whether they might be considered a “device.” As noted above, the primary purpose of the June 15 meeting was to explain that lechis are not “signs” or “devices” and that they are not analogous in any way to things like political signs, garage sale signs, or lost animal signs. Indeed, after Mr. Pinkasovits and I explained the purpose of the eruv and what lechis are (and what they are not), we were given no indication by either Mr. Dougherty or Mr. Forbes that there was any reason to believe that USR had any remaining concerns with the attachment of lechis to utility poles within the borough. Had we been told that lechis “would likely be considered a device,” we likely would not have moved forward with the attachment of the lechis to the utility poles at that time, an undertaking that cost thousands of dollars.

#### **June 12, 2017 Phone Conversation with Dispatcher Robert Hyman**

11. In its brief, USR also asserts that its consent to the installation of the lechis was based on a misrepresentation I made during my June 12, 2017 phone conversation

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<sup>2</sup> In its brief, USR cites to the same paragraph of the Forbes Declaration in support of another claim – that I told Mr. Forbes that the lechis are “religious signals to believers.” USR Brief at 26. I never made such a statement. In fact, the statement in USR’s brief is not even supported by the Forbes Declaration that it cites. Mr. Forbes, in his declaration, never claimed that I made such a statement. And that is for good reason – I did not, and would not, make such a statement as it is completely false. Lechis are unquestionably not “religious signals to believers.”

with Dispatcher Robert Hyman – one that led USR to believe that I was simply a “contractor working for a utility company.” USR Brief at 23-24; Hyman Declaration, ¶¶ 3-11.

12. As noted in the Steinmetz Declaration, I called the USR Police Department to give advance notice that I would be working on utility poles in USR. As I now understand it, Dispatcher Hyman took from this call that I was a contractor for Orange and Rockland Utilities, Inc. (“O&R”) working on the utility poles. That is accurate: as is made clear in the June 12, 2017 email from O&R to USR Police Chief Rotella, a document attached to the Preusch Declaration, the Vaad HaEruv “is a *contractor* that is installing ERUV on utility poles within the Borough of Upper Saddle River.” Preusch Decl., Exhibit F (emphasis added).

13. Even were there some confusion or misunderstanding as to exactly what work I was going to be performing, any such confusion was laid to rest at the June 15, 2017 meeting – a meeting that took place after this call with Dispatcher Hyman and before the vast majority of the work on the Eruv was done – in which Mr. Pinkasovits and I detailed exactly what we were intending to do and why. As Mr. Dougherty attests, the nature of our work was discussed “at length” during our June 15, 2017 meeting.

#### **Alleged Safety Concerns**

14. In its Brief, USR claims that the lechis pose “potential safety hazards” and that some of the lechis “appear to have been installed in a manner that could cause fires or other problems.” This is the first I have heard of any safety concerns with the lechis we put up in USR. In fact, the entity that would likely know best – O&R – has reviewed our work, including with pre- and post-installation walk-throughs covering some of the very lechis that USR now hypothesizes may pose potential safety hazards. To my knowledge, O&R has never raised any safety concerns with these lechis. In fact, when responding to an email from USR’s attorney

demanding that the lechis attached to utility poles in USR be removed, Mr. Carley, the Associate General Counsel of Consolidated Edison Company of New York, Inc., O&R's parent company, specifically noted that "the eruv facilities plainly present no threat to public safety." A copy of this email exchange is attached hereto as Exhibit H. Moreover, Mr. Dougherty himself visited us numerous times while we were attaching lechis to utility poles in USR and he never once mentioned that he had any concerns (safety or otherwise) with the work that we were doing. USR police officers also came to check on us multiple times while we were attaching lechis to utility poles in USR, and they too never voiced any safety concerns.

15. All this being said, and as is this case with all of the work we do, if a lechi has indeed been attached to a utility pole in an unsafe manner, or if there is any legitimate safety concern associated with any of the work we have done, we of course will take immediate action to address the concern so as to ensure that there are no safety hazards created by the eruv. Our goal is to always work cooperatively to ensure that our eruvin pose no safety concerns.

16. In addition to now, for the first time, raising safety concerns with some of our lechis, USR has also raised concern with a single wire that was attached to utility poles in order to complete a portion of the eruv that could not be addressed with the use of vertical lechis alone. According to USR Police Chief Patrick Rotella, "the lechis attached to the utility poles on Hillside Avenue and Castle Hill Court have a large ungrounded metal wire strung from lechi to lechi." Declaration of Patrick Rotella, ¶ 45. What Mr. Rotella leaves out is that this wire is rubber-coated and not live. We have used wires like this elsewhere and I am not aware of this approach ever creating a safety issue.



17. That being said, like with the lechis discussed above, if this wire does in fact pose a legitimate safety concern, the Vaad HaEruv will of course take immediate action to address the concern.

#### **Need to Expand the Eruv into USR**

18. In its brief, USR also contends that Plaintiffs' claims must fail as they do not "allege that they cannot build an *eruv*...in Rockland County...that will address their concerns." USR Brief at 43. While I am informed that this argument is legally irrelevant, it is also based on an inaccurate premise. The Vaad HaEruv did make every effort to expand the eruv so that it covered all of the members of the Jewish Community that wish to be within an eruv, while still keeping the eruv entirely within the boundaries of Rockland County. That approach proved to be unfeasible. As a result of there being a lack of contiguous utility poles (or other acceptable natural or man-made boundaries) along the New York-New Jersey border, there was no practical way to enclose the needed area without crossing the border into USR. And while we had no feasible alternative but to include small portions of USR (as well as Montvale and Mahwah) to complete the eruv expansion, we took great efforts to make sure that we were staying as close to the New York border as we could.

19. Relatedly, USR also contends that "the *eruv* [we] seek extends to several municipalities and permission in USR will not achieve what [we] seek: an expansive *eruv* across several communities . . . . Without the other portions of the two *eruvim*, the USR portions are incomplete and thereby defective." USR Brief at 46-47. This is also factually inaccurate. By just attaching lechis to utility poles in USR, and even if we do nothing in either Mahwah or Montvale, we will still be able to expand the eruv and cover many members of the observant Jewish community living along the New York-New Jersey border, including Plaintiffs Chaim

Breuer and Tzvi Schonfeld. While the entirety of the eruv expansion project will not be completed without completing the expansion into portions of Montvale and Mahwah, by just attaching lechis to utility poles in USR, many more families will be able to more fully and freely practice their religion on the Sabbath and Yom Kippur.

#### **The Role of Vaad HaEruv**

20. USR also contends that “[t]here is no evidence that Vaad HaEruv was ever acting on Plaintiffs’ behalf, that the License Agreement was ever transferred to Plaintiffs, or that Vaad HaEruv has any relationship to the individual Plaintiffs or the Bergen Rockland Eruv Association.” USR Brief at 10-11. The factual premise that USR seems to be basing its claim on is false. The Vaad HaEruv is working entirely on Plaintiffs’ behalf – it is the entity that is responsible for putting up and maintaining the Eruv, something we have done specifically at the request of members of the Bergen Rockland Eruv Association and the individual named plaintiffs, as well as other members of the observant Jewish community living along the New York-New Jersey border. It is for this reason that all licenses needed to complete the eruv are in the Vaad HaEruv’s name. Simply put, the role of the Vaad HaEruv with respect to the expansion of an eruv into USR is to act entirely on behalf of observant members of the Jewish community living on or near the New York-New Jersey border, including Plaintiffs, that seek, through the presence of an eruv, to more fully and freely practice their religion.

21. Despite the foregoing, to ensure that there is no question whatsoever as to whether the Vaad HaEruv, in fact, acts on Plaintiffs’ behalf, the Vaad HaEruv has entered into a written agreement with the Bergen Rockland Eruv Association, formalizing our arrangement. That agreement is attached hereto as Exhibit I.

**Licenses from Orange and Rockland Utilities, Inc.**

22. In its brief, USR has asserted that the Vaad HaEruv has only been given approval from O&R to attach lechis to 36 utility poles in USR, while there currently are lechis on approximately 109 utility poles. USR Brief at 13. This is not correct. As is detailed below, and as is confirmed in the declaration of Mr. Sullivan of O&R, Vaad HaEruv has been given permission to attach lechis to all of the utility poles in USR that are needed to complete the eruv expansion project that fall within the USR borough limits.

23. In my initial declaration in support of Plaintiffs' motion for a preliminary injunction, I included the master agreement entered into between Vaad HaEruv and O&R that grants the Vaad HaEruv the right to attach lechis to utility poles in USR and elsewhere. Steinmentz Decl. Ex. A. I also attached pole-specific documentation for utility poles that were required to complete what I refer to as the Upper Saddle River portion of the eruv expansion project. Steinmetz Decl. Ex. G. As USR has correctly noted, of the 40 utility poles listed in this documentation, more than 30 are both located in USR and currently have lechis attached to them. In addition to the Upper Saddle River portion of the eruv expansion project, there are two other portions of the eruv expansion project – one that primarily covers utility poles in Mahwah and one that primarily covers utility poles in Montvale. Because the eruv expansion project is largely driven by the location of utility poles, the boundary of what I refer to as the Upper Saddle River portion of the eruv expansion project does not precisely track the borough boundary. As a result, for example, there are utility poles that are part of what I refer to as the Upper Saddle River portion of the eruv expansion project that are located in Montvale and there are utility poles that are part of what I refer to as the Mahwah portion of the eruv expansion project that are located in USR.

24. After reviewing the USR Brief and the USR Declarations, I went back to review the locations of the utility poles needed for the eruv expansion project to see if there are any poles that are located in USR, but that are part of a different portion of the eruv expansion project. As it turns out, of the 113 utility poles that are included in what I refer to as the Mahwah portion of the eruv expansion project, more than 25 poles that currently have lechis attached to them fall within the USR borough limits. The agreement between Vaad HaEruv and O&R covers these utility poles as well. Steinmetz Decl. Ex. A. Moreover, I previously secured pole-specific documentation from O&R for each of these 113 utility poles, including the more than 25 poles that currently have lechis attached to them that fall within the USR borough limits. The documentation for these utility poles is attached hereto as Exhibit J. O&R has already performed the necessary walk-throughs for each of these poles, including the poles owned by Verizon, and has given us approval to attach lechis to each of these poles.

25. The remaining utility poles that have lechis (or other PVC pipes) attached to them which are not covered by the documentation found in either Exhibit J attached hereto or Exhibit G to my initial declaration all fall into one of three categories: (i) utility poles with lechis that were attached in 2015; (ii) utility poles for which the Vaad HaEruv was in the process of securing pole-specific documentation from O&R, a process that was never completed as a result of USR's actions; and (iii) utility poles with PVC pipes attached to them that were not put up by Vaad HaEruv and are not needed for the eruv expansion project.

26. The utility poles in the first category – those with lechis that were attached in 2015 – were part of an earlier expansion of the Eruv. There are 16 utility poles that fall into this category. Lechis were attached to these utility poles with the express consent of

O&R. After the lechis were attached to these 16 utility poles, we did a walk-through with O&R.<sup>3</sup> I understand that Mr. Sullivan of O&R has confirmed in his declaration that O&R did, in fact, provide the needed approval for Vaad HaEruv to put up lechis on these 16 utility poles in USR.

27. The second category – which includes the utility poles with lechis for which we were in the process of securing pole-specific documentation but, due to the actions of USR, the process was never completed – accounts for lechis on more than 25 utility poles in USR. Lechis were attached to these utility poles pursuant to the agreement entered into between Vaad HaEruv and O&R (Steinmetz Decl., Ex. A). Unfortunately, because USR ordered us to stop working on the eruv expansion project, there was no post-installation walk-through with O&R and, as a result, we have not yet secured final pole-specific documentation covering these poles.

28. The final category consists of utility poles that are outside the confines of the eruv expansion project. There are at least three utility poles located on East Saddle River Road that have PVC pipes attached to them that, to the best of my knowledge, were not attached by Vaad HaEruv. These utility poles are not needed for the eruv expansion project.<sup>4</sup> Accordingly, we have not attempted to secure permission from O&R (or anyone else) to attach lechis to these utility poles.

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<sup>3</sup> Because the computer system that is currently in place did not exist in 2015, we were not able to get pole-specific documentation around the time we attached lechis to these poles from O&R that is similar to that found in Exhibit J to this declaration or Exhibit G to my initial declaration.

<sup>4</sup> There is also a utility pole with a broken PVC pipe attached to it located at the corner of West Saddle River Road and Cherry Lane. This pole is also not needed for the eruv expansion project.

### **Consent from Verizon**

29. In addition to challenging the sufficiency of the authorization to attach lechis to utility poles in USR that we received from O&R, USR also asserts that many of the utility poles to which we have attached lechis are either owned by Verizon or are subject to a Joint Use Agreement between O&R and Verizon. According to USR, Vaad HaEruv is required to, but has not yet, obtained permission from Verizon to attach lechis to the utility poles owned by Verizon and to those that are subject to the Joint Use Agreement between O&R and Verizon. USR Brief at 11-12.

30. As noted in the declaration from Mr. Sullivan, O&R provided us with permission to attach lechis to all of the utility poles located in USR that are needed for the eruv expansion project. Moreover, as a general matter, we tend to work exclusively with O&R when attaching lechis to utility poles, although we do have agreements with other utility pole owners, including, amongst others, Verizon in New York. That being said, to put any question to rest as to whether we need to enter into an agreement with Verizon covering the poles in USR that are either owned by Verizon or that are subject to a joint use agreement with O&R, Vaad HaEruv has been working with Verizon, and has completed extensive paperwork, secured the requested insurance, secured the requested surety bond, paid the non-refundable application fee, and otherwise complied with Verizon's requests in order to secure permission from Verizon to attach lechis to these utility poles in USR.

31. While Verizon has not yet processed our application, Verizon has a policy in place to allow for the attachments of lechis to its utility poles so long as a standard set of terms and conditions are met. Pursuant to this policy, Verizon has allowed for the attachment of lechis to its utility poles in numerous municipalities in New Jersey and elsewhere. As

discussed above, we are complying with the terms and conditions that Verizon has requested.

Indeed, Verizon has previously told me that we have met all of their requirements to attach lechis to their utility poles needed for the Eruv in New York, and we are following the same procedure for the utility poles in New Jersey.

Executed on December 4, 2017

  
RABBI CHAIM STEINMETZ

# EXHIBIT C



**SETTLEMENT AGREEMENT AND RELEASE**

THIS Settlement Agreement and Release (the “Agreement”) is entered into on this 9th day of April, 2018, by and between the Bergen Rockland Eruv Association, Inc. (“BREA”), Yisroel Friedman, S. Moshe Pinkasovits, Sarah Berger, Moses Berger, Chaim Breuer, Yosef Rosen, and Tzvi Schonfeld (together with BREA, the “Plaintiffs”) and the Borough of Upper Saddle River (“USR” or the “Borough”) in connection with the Litigation (as defined below) and the subject matter thereof. Plaintiffs and USR are collectively referred to herein as the “Parties.”

WHEREAS, a dispute arose between the Parties concerning Plaintiffs’ alleged right to affix thin strips of plastic or PVC plastic pipes (hereinafter referred to as “lechis”) to utility poles in the Borough to effectuate the installation and/or expansion of an “Eruv”; and

WHEREAS, in relation to such dispute, Plaintiffs Friedman and Pinkasovits filed a Complaint and Motion for a Temporary Restraining Order in the United States District Court for the District of New Jersey on or about July 28, 2017; and

WHEREAS, on or about September 14, 2017, Plaintiffs filed an Amended Complaint, captioned *Bergen Rockland Eruv Association, et al. v. The Borough of Upper Saddle River*, Docket No. 2:17-cv-05512-JMV-CLW, in the United States District Court for the District of New Jersey (the “Litigation”) and moved for a preliminary injunction; and

WHEREAS, USR opposed the preliminary injunction and denies that Plaintiffs are entitled to any relief in the Litigation; and

WHEREAS, the Parties now desire to amicably resolve all claims asserted in the Litigation without any admission of either liability or that the claims asserted are without merit;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Specifically, as to Defendant Borough of Upper Saddle River:**

1. USR authorizes the attachment, existence, restoration, maintenance, and repair of lechis and wires necessary for the Eruv to be constructed in accordance with and specifically identified in the plan set forth in Exhibit A (or as otherwise agreed to by the Parties in writing) at Plaintiffs' sole cost and expense. Other than screws or other fasteners that may be required to construct the Eruv, no such materials shall be constructed of aluminum, copper or other electrically conductive material. All lechis are to consist of black plastic strips, a sample of which has been shown to the Borough. Plaintiffs, their agents, successors and/or assigns shall not seek expansion(s) and/or modification of the Eruv within the Borough for a period of (3) years from the date that the Eruv set forth in Exhibit A is completed, so long as the Eruv constructed pursuant to the terms of this Agreement remains valid, the determination of which is agreed to be at BREA's sole discretion. After such time has expired, should Plaintiffs seek to expand or modify the Eruv within the Borough, the Parties shall confer in good faith on such expansion and/or modifications, including without limitation, reasonable alternatives to any proposed route(s) for such expansion and/or modifications.

2. Until the Eruv set forth in Exhibit A (or as otherwise agreed to by the Parties in writing) is completed pursuant to the terms of this Agreement, the determination of completeness of the Eruv which is agreed to be at the sole discretion of BREA and its agents and contractors subject to the time frame set forth in Paragraph 13 of this Agreement, USR consents to the attachment, existence, restoration, maintenance, and repair of lechis and other materials that have been installed to effectuate the temporary eruv plan set forth in the Amended Complaint filed in the Litigation (the "Temporary Eruv"). USR represents and warrants that it will take no action impairing Plaintiffs' ability to restore, repair, keep or otherwise maintain the Eruv, including,

without limitation, by seeking to enforce or adopt any ordinance or resolution prohibiting or impeding the attachment, existence, restoration, maintenance, repair, upkeep and/or expansion of existing and/or future approved lechis by Plaintiffs or their agents. Once the Eruv set forth in Exhibit A is completed pursuant to the terms of this Agreement, BREa will, at its sole expense and within forty five (45) days of completion of Exhibit A, remove any lechis within USR that are no longer needed to effectuate the plan set forth in Exhibit A.

3. USR represents and warrants that it has secured all consents necessary with respect to public rights of way and easements granted to USR to allow for BREa and its agents and contractors to construct, attach, restore, replace, maintain, repair, and check on at least a weekly basis the lechis, poles, wires, string, and the other materials identified in the plan set forth in Exhibit A (or as otherwise agreed to by the Parties in writing) in perpetuity. This agreement in no way provides legal access to property not owned by USR, other than rights of way and/or easements granted to USR, access to which shall be granted pursuant to the plan set forth in Exhibit A.

4. USR represents and warrants that once the Eruv is completed pursuant to the terms of this Agreement (or as otherwise agreed to by the Parties in writing), BREa and its agents and contractors will not be required to make any applications or seek any approvals to make any repairs that are necessary to maintain the Eruv, so long as the requirements in Paragraph 21 are followed.

5. In the event any Borough agent shall damage one or more lechis while conducting his or her duties on the Borough's behalf, the Borough shall provide all funds reasonably required for BREa to make repairs necessitated by such agent's actions.



6. In the event that vandalism within the Borough results in repairs having to be made to the Eruv on a regular basis, the Borough agrees to work in good faith with BREa and its agents and contractors to promptly find an alternative plan for an Eruv that is less susceptible to vandalism.

7. In the event that, for any reason, the Eruv constructed pursuant to the terms of this Agreement becomes religiously invalid, the determination of which is agreed to be at the sole discretion of BREa and its agents and contractors, or is no longer able to be verified to the satisfaction of BREa and its agents and contractors, USR agrees to work in good faith with BREa and its agents and contractors to promptly find an alternative plan that will result in a valid Eruv that can be checked. In the event that for any reason the Parties are not able to agree on an alternative plan within seven (7) days, USR agrees not to object to the attachment, existence, restoration, replacement, maintenance, and repair of lechis and other materials that are necessary to effectuate the Temporary Eruv while the Parties continue to explore an alternative plan that will result in a valid Eruv that can be verified.

8. USR represents and warrants that it will not contest or otherwise challenge the authority of Orange and Rockland Utilities, Inc. (and any of its subsidiaries) ("O&R") and/or Verizon New Jersey Inc. (and any of its subsidiaries) ("Verizon") (each a "Utility"), to enter into contracts with BREa or any of its contractors and agents permitting the attachment of lechis to the utility poles.

9. USR represents and warrants that it will fully cooperate with Plaintiffs, O&R and/or Verizon to allow Plaintiffs to establish, restore, replace, maintain, repair, and check the Eruv constructed pursuant to the terms of this Agreement (or as otherwise agreed to by the

Parties in writing), and, further agrees that no applications are needed to effectuate this Agreement.

10. USR represents and warrants that it will not adopt or enforce any ordinance or resolution prohibiting the attachment, existence, restoration, maintenance, checking, repair or replacement of lechis pursuant to BREA's licenses with O&R or its successor(s) and/or Verizon or its successor(s) that are necessary to effectuate the terms of this Agreement.

11. No part of this Agreement prohibits the removal or replacement by either a utility company or any municipal authority, in lawful exercise of its authority, of the utility poles referenced herein or otherwise, including with a subsurface placement of utility wires. In the event that the removal or replacement of utility poles results in the eruv no longer being valid (the determination of which is agreed to be at the sole discretion of BREA and its agents and contractors), USR shall work in good faith with BREA and its agents and contractors to find a reasonable and practicable solution for promptly reestablishing a valid Eruv.

12. USR shall, within thirty (45) days of the Effective Date of this Agreement, pay to Plaintiffs the sum of seventy-five thousand dollars (\$75,000.00) by check payable to Weil, Gotshal & Manges, LLP, as attorneys, which shall represent full and final payment of all claims for attorneys' fees, costs, and/or disbursements.

**Specifically, as to Plaintiffs:**

13. BREA shall use its best efforts to complete the Eruv according to the plan set forth in Exhibit A (or as otherwise agreed to by the Parties in writing), including by causing to have installed at its sole expense, 10 poles in the Borough's rights-of-way, in the locations identified in Exhibit A attached hereto, within sixty (60) days of the Effective Date of this Agreement. The Parties expressly acknowledge, however, should there be a force majeure-like



occurrence (including but not limited to acts of G-d or governmental declaration of emergencies) that it may take a longer period of time, but in no event longer than six (6) months from the Effective Date of this Agreement, to complete the Eruv in accordance with the plan set forth in Exhibit A. BREA further agrees, at its sole cost, to replace each existing lechi in the existing Eruv along Sparrowbush Road and West Saddle River Road with black plastic strips utilized in connection with the plan set forth in Exhibit A within one hundred and twenty (120) days of the Effective Date of this Agreement.

14. Plaintiffs represent and warrant that their agents and contractors, including the Vaad HaEruv, shall agree to abide by the terms of this Agreement.

15. Plaintiffs hereby forever release, remise and forever discharge the Borough and its officers, officials, agents and employees from any and all actions, liabilities, obligations, accounts, causes of action, suits and claims, in tort, contract or other theory of recovery, whether at law, equity or arbitration, which are included in the claims set forth in the Litigation.

16. Plaintiffs agree, within seven (7) days after the later of the Effective Date of this Agreement or issuance of the Retention Order (defined below), to apply for dismissal of the Litigation with prejudice and with each party to bear their or its own respective litigation costs and attorneys' fees. Dismissal with prejudice shall not impact the Court's retention of jurisdiction to hear any claim or proceeding brought to enforce this Agreement.

17. In the event that a legal action is filed challenging the legality or enforceability of this Agreement, BREA agrees to defend the Borough, its officers, officials, agents and employees. The Borough agrees to provide Plaintiffs with immediate notice of any such legal action and agrees to immediately deliver to BREA all papers pertaining thereto. BREA shall have full charge of the defense of any such challenge and the Borough

shall cooperate fully with BREA in such defense. The Borough, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action and take any position in the litigation that the Borough determines in good faith to be consistent with the Borough's interests.

18. BREA shall restore and repair any and all damage to USR property that may occur in connection with the inspection, installation, maintenance or repair of the lechis or other materials associated with the Eruv and shall defend, indemnify and hold harmless USR, its officials and employees from and against any claims for personal injury or property damage arising from or in connection with such inspection, installation, maintenance or repair; provided, however, that the foregoing shall not apply to any inspection, installation, maintenance or repair efforts undertaken by any agent of the Borough, except in the event BREA requests or consents in advance in writing to such efforts by the Borough.

19. Prior to commencing any work on the Eruv within the Borough's boundaries and permitted pursuant to the terms of this Agreement, BREA (and any contractor or agent engaged or hired by BREA to perform inspection, installation, maintenance, and/or repair) shall furnish to USR a certificate of insurance evidencing liability insurance in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate and listing USR, its officials and employees, as additional insureds. Such insurance shall be maintained, and certificates of insurance shall be provided, as long as the Eruv remains in place.

20. BREA or its agents agree to notify the Borough Police Department in advance of any installation, maintenance or repair of the Eruv, identifying the location of the pole(s) on which such installation, maintenance, repair and/or expansion work shall be conducted, and agree to employ a flagman to be present during such work and to abide by all traffic safety rules.



With respect to installation, the Borough shall promptly provide, at BREA's cost, any Borough personnel (e.g., police traffic detail) required for BREA or its agent to complete the installation. To the extent any installation requires the assistance, supervision, or oversight of one or more USR agents, including, without limitation, USR police and/or code enforcement, USR agrees to cooperate fully with BREA in providing the requisite Borough agents as necessary.

21. Except with respect to enforcement of the terms of this Agreement, and so long as the Eruv contemplated by this Agreement remains valid and the Borough complies with Paragraph 1 above, both of which determinations shall be at BREA's sole discretion, Plaintiffs agree not to initiate any litigation against the Borough concerning the erection of a new Eruv or the modification of the Eruv contemplated by this Agreement for a period of three (3) years from the date that the Eruv set forth in Exhibit A is completed.

22. BREA shall maintain the Eruv without any public funding from the Borough. Notwithstanding the foregoing, the Borough, including, without limitation, Borough police, shall promptly respond to any acts of vandalism and/or any other illegal acts against the lechis or any other materials tending to impair BREA's ability to maintain the Eruv.

23. Any eruv wires installed in accordance with this Agreement shall comply with any applicable federal and state laws, administrative code provisions, rules and/or regulations concerning the proper height for such wires.

#### **General Provisions**

24. Nothing in this Agreement shall prevent either party from taking any position in any future dispute about the constitutionality of USR Ordinance 16-15 or any other ordinance or law related to the attachment of lechis or other matter on USR's utility poles..



25. Nothing in this Agreement shall constitute an admission of any contested assertions, defenses, or liability by the Parties. This Agreement shall not be used by any Party as evidence in any proceeding against the other Party, except for an action arising out of breach of this Agreement.

26. Each of the Parties hereto represent and warrant that they have been duly authorized to enter into this Agreement and have the consent of their respective officials, partners, officers, and/or directors to enter into this Agreement.

27. The Parties acknowledge that they are executing this Agreement of their own volition and after consultation with counsel, with a full understanding of its terms and effects. The Parties agree to effectuate the terms of this Agreement in good faith.

28. Nothing herein shall be construed to conflict with any pole attachment agreements between BREX, on the one hand, and any applicable utility company, on the other, the terms of which are in no respect amended, modified, or otherwise affected by this Agreement.

29. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto, because said party drafted or caused the party's legal representative to draft any of its provisions.

30. This Agreement shall be governed by the laws of the State of New Jersey and the United States of America, and any dispute arising out of this Agreement or action to enforce this Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the District of New Jersey.

31. The Parties agree that the United States District Court for the District of New Jersey (the "Court") shall be requested to retain jurisdiction to enforce the terms of this Agreement. In the event that the Court finds that a party has breached this Agreement, the Court

will have the power to enforce this Agreement at equity, including through the issuance of injunctive relief. The Parties further agree that the Plaintiffs may seek an order of the Court acknowledging its retention of jurisdiction. The Parties agree that any proceeding to enforce the provisions herein will be expedited, and in the case of any proceeding for preliminary injunctive relief (but not relief in the form of a temporary restraining order), allow for reasonably limited discovery and a hearing. The Parties preserve any remedy in any proceeding to enforce the provisions herein. The Parties agree that a violation of this Agreement and/or the covenants herein will cause substantial and irreparable harm to the injured Party. Therefore, if any of the Parties and/or their agents, servants, representatives, officers, employees, attorneys, successors, related entities, or assigns breaches this Agreement, the injured party may seek immediate injunctive relief, without bond, in the United States District Court for the District of New Jersey. Immediate injunctive relief, if sought by Plaintiffs, may take the form of an immediate temporary restraining order (including, without limitation, on an *ex parte* basis, so long as the Borough or its counsel has been timely notified) pending a hearing on preliminary injunctive relief, upon a mere showing that the action taken, or to be taken, by the Borough would prevent any lechi or other necessary portion of the Eruv from being in place in the Borough on any Sabbath or Yom Kippur.

32. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby.

33. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, employees, agents, officials, officers, successors, heirs, and assigns of the Parties hereto to the extent permitted by law.



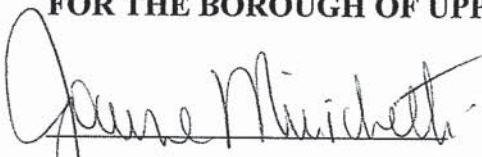
34. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile or e-mailed signatures shall have the same force and effect as original signatures.

35. The headings provided for any paragraph in this Agreement, if any, are for the convenience of the Parties, are not intended to modify the terms of the Agreement, and shall not be deemed to be part of the Agreement for purposes of interpreting the contents of each paragraph.

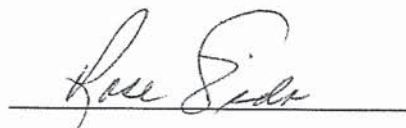
36. This Agreement sets forth the complete understanding and entire Agreement among the Parties and supersedes any and all prior agreements or understandings. This Agreement may not be modified, altered, changed, discharged, terminated or waived except upon the express written consent of the Parties wherein specific reference is made to this Agreement.

37. This Agreement shall become effective as soon as it has been executed by all parties and approved by the Council of USR (the "Effective Date").

**FOR THE BOROUGH OF UPPER SADDLE RIVER:**

  
Joanne Minichetti, Mayor

Date 4-5-18

  
Rose Vido, Municipal Clerk


Date 4-5-18

**FOR PLAINTIFFS:**



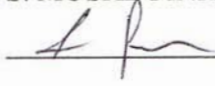
**PLAINTIFF:**

YISROEL FRIEDMAN.

 \_\_\_\_\_ DATED: 3/29/2018

**PLAINTIFF:**

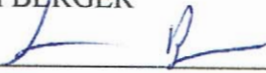
S. MOSHE PINKASOVITS



DATED: 4/4/18

**PLAINTIFF:**

SARAH BERGER

A handwritten signature in blue ink, appearing to be 'S. Berger', is written over a horizontal line.

DATED:

**PLAINTIFF:**

MOSES BERGER

Moses Berger DATED:



PLAINTIFF:

CHAIM BREUER

Chaim Breuer

DATED

3/30/18

**PLAINTIFF:**

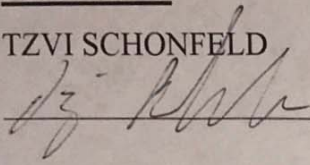
YOSEF ROSEN

Yosef Rosen

DATED: 04/09/2018

**PLAINTIFF:**

TZVI SCHONFELD

A handwritten signature in dark ink, appearing to read 'Tzvi Schonfeld', is written over a horizontal line.

DATED:

4/5/18

**EXHIBIT A**  
**[ERUV MAP]**



Proposed Alignment Utilizes  
- 95 Existing Poles  
- 10 New Poles

EXISTING POLES				
Pole_No	ID_1	ID_2	Lechl_No	Wires
HILLSIDE AVE				
1	56474	39453	1	Yes - 1
2	56492	39460	2	Yes - 1
3	56513	39453	2	Yes - 1
4	56527	39451	1	-
5	56540	39449	1	-
6	56553	39446	2	Yes - 1
7	56576	39439	3	Yes - 2
8	56585	39429	2	Yes - 2
9	56598	39424	2	Yes - 1
10	56612	39422	1	-
11	56624	39420	2	-
PLYMOUTH DRIVE				
12	56628	39417	2	-
13	56639	39401	2	-
14	56640	39340	2	-
15	56635	39365	2	-
16	56620	39350	2	-
17	56613	39335	1	-
18	56609	-	2	-
HAMPSHIRE HILL ROAD				
19	56603	39316	2	-
20	56618	39311	2	-
21	56632	39307	2	-
22	56645	39302	2	-
23	56655	39302	2	-
24	56656	39318	1	-
25	56659	39333	1	-
26	BT925 USR	-	2	-
27	BT926 USR	-	0	-
28	56685	39358	1	-
29	56699	39355	2	Yes - 1
30	BT929 USR	-	1	Yes - 1
31	56726	39345	2	-
32	56730	39334	2	-
33	56728	39319	1	-
34	56724	39304	1	-
35	934 USR	-	2	-
36	56710	39276	2	-
37	56691	39278	0	-
38	56678	39270	0	-
39	56672	39257	1	Yes - 1
BROOK ROAD				
40	56700	39252	2	Yes - 1
41	56715	39236	2	-
42	56729	39229	1	-
43	56744	39225	1	-
44	56760	39221	1	-
45	56776	39220	2	-
46	56790	39216	1	-
47	56804	39211	2	-
48	BT1180	-	2	-
49	56830	39192	2	-
50	BT967	-	1	-
51	BT1181	-	1	-
52	BT1208	-	1	-
53	BT1207	-	1	-
54	BT1206	-	1	-
55	BT1205/56909	39171	2	-

EXISTING POLES				
Pole_No	ID_1	ID_2	Lechl_No	Wires
E SADDLE RIVER ROAD				
56	56919	39163	2	-
57	56921	39174	2	-
FOX HILL ROAD				
58	56925	39178	2	-
59	56935	39175	1	-
60	56948	39172	0	-
61	56962	39168	0	-
62	56972	39165	2	-
A	56981	39161	0	-
B	57000	39163	0	-
C	10128USR	-	0	-
D	57023	39165	0	-
E	57037	39159	1	-
F	57050	39152	1	-
G	57067	39145	2	-
H	57085	39137	2	Yes - 1
I	57101	39124	2	Yes - 2
COTTAGE LANE				
73	57109	39103	2	Yes - 1
74	57111	39007	2	-
75	57118	39085	2	-
76	57116	39068	1	-
77	57114	39048	0	-
78	57111	39028	0	-
79	57109	39014	1	-
80	57111	39007	2	-
81	57110	38996	1	-
82	57108	38982	1	-
83	57108	38969	1	-
84	57102	39856	0	-
85	57101	38944	1	-
86	57100	38928	1	-
87	57099	38916	1	-
88	20477	-	2	-
WEISS ROAD				
89	57103	38892	2	-
90	57116	38894	0	-
91	57131	38896	0	-
W SADDLE RIVER ROAD				
92	BT327	-	-	-
93	20137	-	-	-
94	56478	39484	-	-
95	56469	39522	-	-

EXISTING POLES				
Pole_No	ID_1	ID_2	Lechl_No	Wires
W SADDLE RIVER ROAD				
1	56474	39453	1	Yes - 1
2	56472	39439	1	-
3	56471	39430	1	-
4	56469	39420	1	-
5	56466	39412	1	-
6	56463	39404	1	-
7	56460	39393	1	-
8	56456	39384	1	-
9	56452	39373	1	-
10	56448	39368	1	-
11	56444	59353	1	-
12	56444 *	59353 *	2	-
13	56440	39332	1	-
14	56436	39322	1	-
15	56432	39312	1	-
16	56430	39302	1	-
17	56428	39292	1	-
18	56427	39282	1	-
19	56427	39270	1	-
20	56427	39260	2	-
21	56425	39246	1	-
22	56423	39239	3	-
SPARROWBUSH ROAD				
23	56412	39240	1	-
24	59401	39242	2	-
25	56389	39244	1	-
26	56376	39248	1	-
27	56368	39253	2	-
28	56357	39268	1	-
29	56346	39273	1	-
30	56335	39276	2	-
31	56325	39277	1	-
32	56320	39271	0	-
33	56313	39275	0	-
34	56302	39277	0	-
35	56286	39281	0	-
36	56275	39285	1	-
37	56262	39290	1	-
38	56251	39300	1	-
39	56239	39305	0	-
40	56225	39309	0	-

\* ID 3: BT29015 USR

- Existing Pole Location
- Proposed Pole Location



# EXHIBIT D

## Cindy Chen

---

**From:** Dahan, Kaela <Kaela.Dahan@weil.com>  
**Sent:** Monday, May 14, 2018 2:17 PM  
**To:** Bruce Rosen; Robert T. Regan (rtregan@rtreganlaw.com)  
**Cc:** Buchweitz, Yehudah; Yolkut, David  
**Subject:** Re: USR Eruv

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Bruce,

Rabbi Steinmetz is preparing to install the poles, but doesn't have the precise locations. Can you please provide that information?

Thanks,

Kaela



Kaela Dahan  
Associate

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)  
+1 212 310 8162 Direct  
+1 212 310 8007 Fax

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# EXHIBIT E



## Cindy Chen

---

**From:** Dahan, Kaela <Kaela.Dahan@weil.com>  
**Sent:** Wednesday, May 16, 2018 12:07 PM  
**To:** Kevin Boswell  
**Cc:** Bruce Rosen; 'Bob Regan'; 'Marisa Tiberi'; 'James Woodward'  
**Subject:** RE: USR Eruv

Kevin,

All we need is the precise location for the new poles. I believe there are 10 new poles in the plan.

Please let me know if you have any questions.

Best,

Kaela



Kaela Dahan  
Associate

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)  
+1 212 310 8162 Direct  
+1 212 310 8007 Fax

**From:** Kevin Boswell <kboswell@boswellengineering.com>  
**Sent:** Tuesday, May 15, 2018 10:15 AM  
**To:** Dahan, Kaela <Kaela.Dahan@weil.com>  
**Cc:** 'Bruce Rosen' <BRosen@marc.law>; 'Bob Regan' <rtregan@rtreganlaw.com>; 'Marisa Tiberi' <mtiberi@boswellengineering.com>; 'James Woodward' <jwoodward@boswellengineering.com>  
**Subject:** RE: USR Eruv

Kaela,

Please confirm we are to create ties for the 11 new poles and that no further information is required for the existing utility poles. They have identifying numbers already on them.

Thanks,  
Kevin

**From:** Dahan, Kaela [mailto:Kaela.Dahan@weil.com]  
**Sent:** Monday, May 14, 2018 3:23 PM  
**To:** Kevin Boswell <kboswell@boswellengineering.com>  
**Cc:** 'Bruce Rosen' <BRosen@marc.law>; 'Bob Regan' <rtregan@rtreganlaw.com>; 'Marisa Tiberi'

<mtiberi@boswellengineering.com>; 'James Woodward' <jwoodward@boswellengineering.com>

**Subject:** RE: USR Eruv

Thanks, Kevin.

I agree that it makes the most sense to provide the distance from the nearest intersecting roadway. It would be very helpful if you could include this information on the map you previously prepared.



**Kaela Dahan**  
Associate

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)  
+1 212 310 8162 Direct  
+1 212 310 8007 Fax

**From:** Kevin Boswell <[kboswell@boswellengineering.com](mailto:kboswell@boswellengineering.com)>

**Sent:** Monday, May 14, 2018 3:20 PM

**To:** Dahan, Kaela <[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)>

**Cc:** 'Bruce Rosen' <[BRosen@marc.law](mailto:BRosen@marc.law)>; 'Bob Regan' <[rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)>; 'Marisa Tiberi' <[mtiberi@boswellengineering.com](mailto:mtiberi@boswellengineering.com)>; 'James Woodward' <[jwoodward@boswellengineering.com](mailto:jwoodward@boswellengineering.com)>

**Subject:** USR Eruv

Kaela,

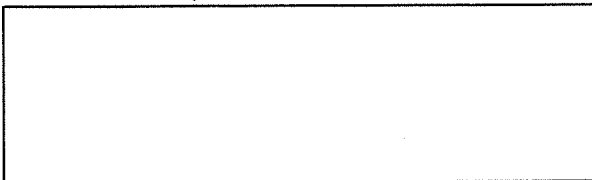
Bruce Rosen asked us to circle back with you to provide specifics on pole locations for the eruv.

Could you please let us know in what form you and Rabbi Steinmetz would like to receive this information? The one that seems to make the most sense is we provide the distance from the nearest intersecting roadway. That is the method used to "tie" property corners in order to establish a "Point of Beginning" when preparing legal property descriptions. The distance is measured from the curb line extended of the intersecting street.

We could include this information on the map we previously prepared. That would allow all of the pole information to exist on a single document that could be used by both service crews as well as members of the temple when maintaining the eruv.

Thank you

**Kevin J. Boswell, P.E.**



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# EXHIBIT F

## Cindy Chen

---

**From:** Bruce Rosen  
**Sent:** Wednesday, May 30, 2018 7:00 PM  
**To:** Kaela.Dahan@weil.com; Yehudah Buchweitz; David Yolkut; Bob Regan; Ted Preusch; mtiberi@boswellengineering.com  
**Cc:** kboswell@boswellengineering.com  
**Subject:** Fwd: ERUV - new pole locations

Kaela: the Rabbi needs to see the email below and use the borough's marked locations for poles. There needs to be no dispute over where they are located. Please confirm and he is free to call Marisa Tiberi at Boswell if he has questions.

Bruce S. Rosen. McCusker, Anselmi, Rosen & Carvelli PC. 973 457 0123

Sent from my iPhone. This email may contain privileged information. Please excuse any typos from this tiny keyboard.

Begin forwarded message:

**From:** Marisa Tiberi <mtiberi@boswellengineering.com>  
**Date:** May 30, 2018 at 5:10:26 PM EDT  
**To:** 'Kevin Boswell' <kboswell@boswellengineering.com>, 'Bruce Rosen' <BRosen@marc.law>, 'Theodore F.Preusch' <administrator@usrtoday.org>  
**Cc:** 'James Woodward' <jwoodward@boswellengineering.com>, 'DPW' <DPW@usrtoday.org>  
**Subject:** ERUV - new pole locations

Hi everyone,

We were out earlier today for the above. Generally the wooden (red painted top) stakes set by the Rabbi were in different locations from the initially agreed to and photographed locations. The staked locations ranged from 6 inches from those initial locations up to approximately 30 feet from those locations. We spray painted a white circle mark on the ground of the exact locations based on the northing and easting information we took 2 weeks ago.

While the locations are "off", they appear all okay except for new pole #3 and new pole #9 for the following reasons:

- New pole #3 was offset from Hillside avenue roadway too much. We do not know the Right of Way boundary of Hillside and their location could end up out of the Right of Way and onto private property which could be a significant problem. We would have to survey the area to confirm if this staked location is within the Right of Way or it would be much easier if the pole were installed as per the white ground marking closer to the road, highly likely within the Right of Way.
- New pole #9 was staked right behind the fire hydrant where there is an underground pipe connecting to the hydrant. The installation of a pole would puncture the piping. This pole should be installed at the white circle marking we provided.

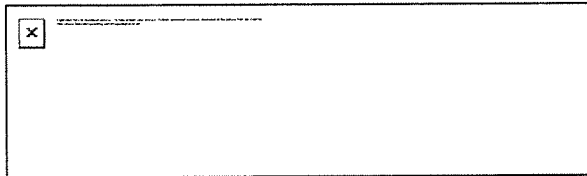
Lastly, New pole #10 was okay where they have it staked but the original location (we marked white) visually is better. It has a clearer line through the trees to the next existing pole #73, the line will attach to.

(The line from new pole #2 to new pole #3 will be tough. There are 5 trees between this run and it will be hard to get a line through there untouched.)

Please advise who and how this information should be relayed to the Rabbi.

Jim and Bobby if I missed anything, please let us know.  
Thanks

***Marisa Tiberi, P.E., C.M.E., C.L.D.***  
***Project Manager***



# Exhibit G

**Cindy Chen**

---

**From:** Dahan, Kaela <Kaela.Dahan@weil.com>  
**Sent:** Wednesday, May 30, 2018 12:11 PM  
**To:** Bruce Rosen; Buchweitz, Yehudah; Yolkut, David  
**Cc:** Robert T. Regan (rtregan@rtreganlaw.com); 'Kevin Boswell'; Ted Preusch (administrator@usrtoday.org); Chief Patrick Rotella (protella@usrpd.net)  
**Subject:** RE: Eruv complaint

We will.

Thanks,

Kaela



Kaela Dahan  
Associate

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)  
+1 212 310 8162 Direct  
+1 212 310 8007 Fax

**From:** Bruce Rosen <BRosen@marc.law>  
**Sent:** Wednesday, May 30, 2018 10:56 AM  
**To:** Dahan, Kaela <Kaela.Dahan@weil.com>; Buchweitz, Yehudah <Yehudah.Buchweitz@weil.com>; Yolkut, David <David.Yolkut@weil.com>  
**Cc:** Robert T. Regan (rtregan@rtreganlaw.com) <rtregan@rtreganlaw.com>; 'Kevin Boswell' <kboswell@boswellengineering.com>; Ted Preusch (administrator@usrtoday.org) <administrator@usrtoday.org>; Chief Patrick Rotella (protella@usrpd.net) <protella@usrpd.net>; USRAAttorneys <USRAAttorneys@weil.com>  
**Subject:** RE: Eruv complaint

Besides asking him to give new notice whenever he comes to repair/install, could you also please ask him to be a little more specific as to where the repair is. Weiss Road spans much of the town.

Thank you

Bruce S. Rosen  
McCusker, Anselmi, Rosen & Carvelli, P.C.  
210 Park Avenue, Suite 301, Florham Park, NJ 07932  
973.635.6300 ext. 211 | direct: 973.457.0123  
fax: 973.635.6363 | direct fax: 973.457.0276  
[brosen@marc.law](mailto:brosen@marc.law) | <http://www.marc.law>  
(please note our email addresses have changed to @marc.law)  
NY Office: 805 Third Avenue, 12<sup>th</sup> Floor, New York, NY 10022



212.308.0070 | fax: 917.677.8978

## Celebrating our 20<sup>th</sup> anniversary 1996-2016

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**From:** Dahan, Kaela [<mailto:Kaela.Dahan@weil.com>]

**Sent:** Wednesday, May 30, 2018 10:52 AM

**To:** Bruce Rosen <[BRosen@marc.law](mailto:BRosen@marc.law)>; Buchweitz, Yehudah <[Yehudah.Buchweitz@weil.com](mailto:Yehudah.Buchweitz@weil.com)>; Yolkut, David <[David.Yolkut@weil.com](mailto:David.Yolkut@weil.com)>

**Cc:** Robert T. Regan ([rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)) <[rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)>; 'Kevin Boswell' <[kboswell@boswellengineering.com](mailto:kboswell@boswellengineering.com)>; Ted Preusch ([administrator@usrtoday.org](mailto:administrator@usrtoday.org)) <[administrator@usrtoday.org](mailto:administrator@usrtoday.org)>; Chief Patrick Rotella ([protella@usrpd.net](mailto:protella@usrpd.net)) <[protella@usrpd.net](mailto:protella@usrpd.net)>; USRArroneys <[USRArroneys@weil.com](mailto:USRArroneys@weil.com)>

**Subject:** RE: Eruv complaint

Bruce,

A copy of the Rabbi's email is attached. I will follow up with the Rabbi regarding the bottom picture.

Best,

Kaela



Kaela Dahan  
Associate

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)  
+1 212 310 8162 Direct  
+1 212 310 8007 Fax

**From:** Bruce Rosen <[BRosen@marc.law](mailto:BRosen@marc.law)>

**Sent:** Wednesday, May 30, 2018 10:42 AM

**To:** Dahan, Kaela <[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)>; Buchweitz, Yehudah <[Yehudah.Buchweitz@weil.com](mailto:Yehudah.Buchweitz@weil.com)>; Yolkut, David <[David.Yolkut@weil.com](mailto:David.Yolkut@weil.com)>

**Cc:** Robert T. Regan ([rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)) <[rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)>; 'Kevin Boswell' <[kboswell@boswellengineering.com](mailto:kboswell@boswellengineering.com)>; Ted Preusch ([administrator@usrtoday.org](mailto:administrator@usrtoday.org)) <[administrator@usrtoday.org](mailto:administrator@usrtoday.org)>; Chief Patrick Rotella ([protella@usrpd.net](mailto:protella@usrpd.net)) <[protella@usrpd.net](mailto:protella@usrpd.net)>; USRArroneys <[USRArroneys@weil.com](mailto:USRArroneys@weil.com)>

**Subject:** RE: Eruv complaint

Kaela : On May 4 a resident filed a police report regarding work being done at 4 Ivy Place at Weiss Road. I have that report along with a photo of the work from that resident at that time. However, Notice on May 4 does not cover work on May 25. The Rabbi should know better and needs to provide

new notice when he returns even a week later. It's not difficult. Also, why is there fishing line hanging from the pole in the bottom photo below? Shouldn't it be tied up so it would be unobtrusive? Do you have a copy of the Rabbi's email you are referring to?

**Bruce S. Rosen**

**McCusker, Anselmi, Rosen & Carvelli, P.C.**

210 Park Avenue, Suite 301, Florham Park, NJ 07932

973.635.6300 ext. 211 | direct: 973.457.0123

fax: 973.635.6363 | direct fax: 973.457.0276

[broten@marc.law](mailto:broten@marc.law) | <http://www.marc.law>

(please note our email addresses have changed to @marc.law)

NY Office: 805 Third Avenue, 12<sup>th</sup> Floor, New York, NY 10022

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**From:** Dahan, Kaela [<mailto:Kaela.Dahan@weil.com>]

**Sent:** Wednesday, May 30, 2018 10:31 AM

**To:** Bruce Rosen <[BRosen@marc.law](mailto:BRosen@marc.law)>; Buchweitz, Yehudah <[Yehudah.Buchweitz@weil.com](mailto:Yehudah.Buchweitz@weil.com)>; Yolkut, David <[David.Yolkut@weil.com](mailto:David.Yolkut@weil.com)>

**Cc:** Robert T. Regan ([rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)) <[rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)>; 'Kevin Boswell' <[kboswell@boswellengineering.com](mailto:kboswell@boswellengineering.com)>; Ted Preusch ([administrator@usrtoday.org](mailto:administrator@usrtoday.org)) <[administrator@usrtoday.org](mailto:administrator@usrtoday.org)>; Chief Patrick Rotella ([protella@usrpd.net](mailto:protella@usrpd.net)) <[protella@usrpd.net](mailto:protella@usrpd.net)>; USRArroneys <[USRArroneys@weil.com](mailto:USRArroneys@weil.com)>

**Subject:** RE: Eruv complaint

Bruce,

Thanks for your note. On Friday, May 4, Rabbi Steinmetz notified Police Chief Rotella, Lieutenant Lally, and the USR Building and Zoning Departments that the Vaad HaEruv needed to repair two lechis from the existing eruv on Weiss Road. The Vaad replaced the damaged lechis with the new black plastic version that has been agreed to by the parties. Given the significant damage to the existing wires (which had become tangled), and the time urgency that the repair needed to be done on the eve of the Sabbath, the Vaad used fishing line (just like that used on other poles in the Borough) in order to have an effective eruv. This portion of the current eruv will be taken down once the eruv contemplated by Exhibit A is complete and effectuated.

Best,

Kaela



Kaela Dahan  
Associate

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)  
+1 212 310 8162 Direct  
+1 212 310 8007 Fax

**From:** Bruce Rosen <[BRosen@marc.law](mailto:BRosen@marc.law)>  
**Sent:** Wednesday, May 30, 2018 10:22 AM  
**To:** Dahan, Kaela <[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)>; Buchweitz, Yehudah <[Yehudah.Buchweitz@weil.com](mailto:Yehudah.Buchweitz@weil.com)>; Yolkut, David <[David.Yolkut@weil.com](mailto:David.Yolkut@weil.com)>  
**Cc:** Robert T. Regan (<[rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)> <[rtregan@rtreganlaw.com](mailto:rtregan@rtreganlaw.com)>; 'Kevin Boswell' <[kboswell@boswellengineering.com](mailto:kboswell@boswellengineering.com)>; Ted Preusch (<[administrator@usrtoday.org](mailto:administrator@usrtoday.org)> <[administrator@usrtoday.org](mailto:administrator@usrtoday.org)>; Bruce Rosen <[BRosen@marc.law](mailto:BRosen@marc.law)>; Chief Patrick Rotella (<[protella@usrpd.net](mailto:protella@usrpd.net)> <[protella@usrpd.net](mailto:protella@usrpd.net)>  
**Subject:** RE: Eruv complaint  
**Importance:** High

Weil Counsel:

I have not received a response from Kaela to the below. As she has always been quite responsive in the past I can only assume she is away or hasn't looked at her email. USR is not looking for confrontation but this lack of communication by the Rabbi is concerning. We don't know the purpose of what was installed on Weiss Road/Ivy Place and certainly we have never discussed installation of fishing line there, especially as the Weiss Road lechis are largely due to come down. As you know installation/maintenance/ or repair without notice to the USR Police department in advance of such action is a violation of Paragraph 20 of the Settlement Agreement.

The Mayor requested that I advise that any lechis installed at locations contrary to the settlement agreement will be removed by the DPW by the end of the week if not removed sooner by the Rabbi and his employees . Can someone get back to me immediately to discuss?

Thank you.

Bruce S. Rosen  
McCusker, Anselmi, Rosen & Carvelli, P.C.  
210 Park Avenue, Suite 301, Florham Park, NJ 07932  
973.635.6300 ext. 211 | direct: 973.457.0123  
fax: 973.635.6363 | direct fax: 973.457.0276  
[brosen@marc.law](mailto:brosen@marc.law) | <http://www.marc.law>  
(please note our email addresses have changed to @marc.law)  
NY Office: 805 Third Avenue, 12<sup>th</sup> Floor, New York, NY 10022  
212.308.0070 | fax: 917.677.8978

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at 973-635-6300 and delete this message. Disclaimer required by IRS Rules of Practice: Any discussion of tax matters contained herein is not intended or written to be used, and cannot be used, for the purpose of avoiding any penalties that may be imposed under Federal tax laws.

**From:** Bruce Rosen

**Sent:** Tuesday, May 29, 2018 9:33 AM

**To:** Dahan, Kaela <Kaela.Dahan@weil.com>

**Cc:** Robert T. Regan (rtregan@rtreganlaw.com) <rtregan@rtreganlaw.com>; Kevin Boswell <kboswell@boswellengineering.com>; Ted Preusch (administrator@usrtoday.org) <administrator@usrtoday.org>

**Subject:** FW: Eruv complaint

**Importance:** High

Kaela:

A resident complained of new lechi with fishing line being installed on Weiss Road. No fishing line was contemplated for that location, in fact the lechis are to be removed at that location when the new configuration is complete. See photos below. I think we need to have better communication as to what the Rabbi is doing. Can we please have an update and explanation for the new lechi and fishing line on Weiss Road?

In addition, the Borough is physically marking the pole locations with DPW and engineer tomorrow. Perhaps the Rabbi wants to come out with them to see the marked location. The marking need to be understated so they will not be moved.

Thanks

Bruce

**Bruce S. Rosen**

**McCusker, Anselmi, Rosen & Carvelli, P.C.**

210 Park Avenue, Suite 301, Florham Park, NJ 07932

973.635.6300 ext. 211 | direct: 973.457.0123

fax: 973.635.6363 | direct fax: 973.457.0276

[broten@marc.law](mailto:broten@marc.law) | <http://www.marc.law>

(please note our email addresses have changed to @marc.law)

NY Office: 805 Third Avenue, 12<sup>th</sup> Floor, New York, NY 10022

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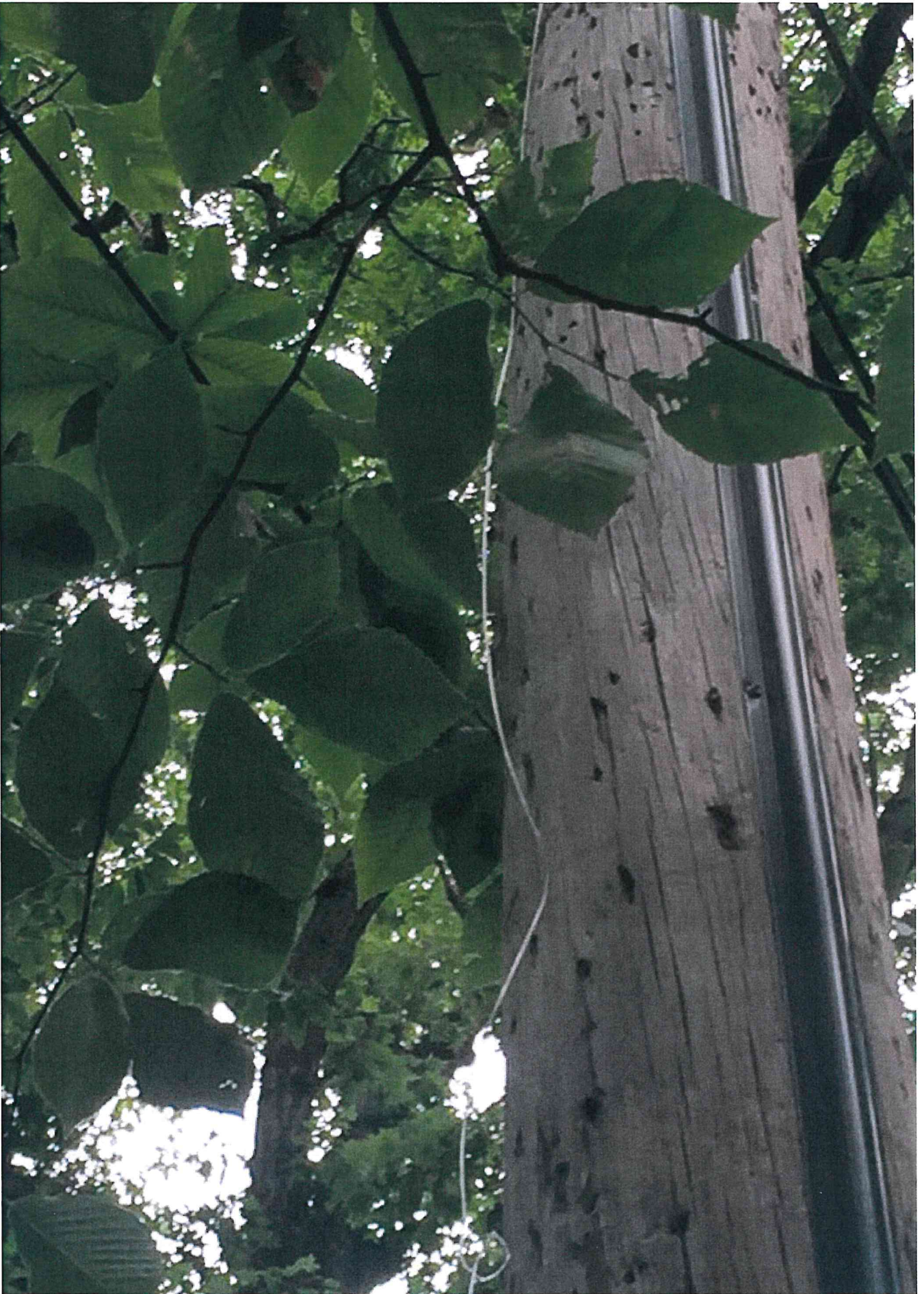












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# EXHIBIT H

**Cindy Chen**

---

**From:** chaim steinmetz <eruvmonsey@gmail.com>  
**Sent:** Friday, May 04, 2018 9:28 AM  
**To:** Chief Patrick Rotella  
**Cc:** USR Building; zoningcode@usrtoday.org; Yolkut, David; Buchweitz, Yehudah; Mishkin, Jessie; Building@usrtoday.org; Dahan, Kaela; Lieutenant David Lally  
**Subject:** Re: eiruv  
**Attachments:** 20180426\_195224.jpg; 20180426\_195236.jpg; 20180426\_195240.jpg; 20180426\_195208.jpg; 20180426\_195158.jpg; 20180420\_083422.jpg; 20180420\_082633.jpg

hi this is Chaim Steinmetz from the Vaad heiruv in Rockland county NY in the weekly inspection we have to rapier 2 lechi on Weiss Rd , Upper Saddle River, Nj this is not related to any vandalism

<[http://www.avg.com/email-signature?utm\\_medium=email&utm\\_source=link&utm\\_campaign=sig-email&utm\\_content=webmail](http://www.avg.com/email-signature?utm_medium=email&utm_source=link&utm_campaign=sig-email&utm_content=webmail)> Virus-free. [www.avg.com](http://www.avg.com) <[http://www.avg.com/email-signature?utm\\_medium=email&utm\\_source=link&utm\\_campaign=sig-email&utm\\_content=webmail](http://www.avg.com/email-signature?utm_medium=email&utm_source=link&utm_campaign=sig-email&utm_content=webmail)>

On Thu, Apr 26, 2018 at 9:28 PM, chaim steinmetz <eruvmonsey@gmail.com <<mailto:eruvmonsey@gmail.com>> > wrote:

47 old stone church Rd upper saddle River  
<<https://maps.google.com/?q=47+old+stone+church+Rd+upper+saddle+River+%0D%0ANew+Jersey&entry=gmail&source=g>>  
New Jersey.

On Fri, Apr 20, 2018 at 9:12 PM, Chief Patrick Rotella <[protella@usrpd.net](mailto:protella@usrpd.net) <<mailto:protella@usrpd.net>> > wrote:

Rabbi

Did you call police hq As mentioned in previous email please make sure to call our dispatch center at 2013272700 to report the damage. We will dispatch a car to the location to take a report and photograph. Do you have pole numbers. Thank you

Patrick Rotella

On Apr 20, 2018, at 11:15 AM, chaim steinmetz <eruvmonsey@gmail.com <<mailto:eruvmonsey@gmail.com>> > wrote:



<20180420\_083014.jpg>

On Thu, Apr 19, 2018 at 10:44 PM, chaim steinmetz <eruvmonsey@gmail.com <mailto:eruvmonsey@gmail.com> > wrote:

hi this is Chaim Steinmetz from the Vaad heiruv in Rockland county NY in the weekly inspection we have to rapier one lechi on W Saddle River Rd corner Sparrowbush Rd , Upper Saddle River, NJ

On Thu, Apr 5, 2018 at 2:53 PM, chaim steinmetz <eruvmonsey@gmail.com <mailto:eruvmonsey@gmail.com> > wrote:

hi this is chaim steinmetz from the Vaad heiruv in Rockland county NY in the weekly inspection we have to rapier new lechis on old stone Old Stone Church Road, Upper Saddle River, NJ

On Fri, Mar 23, 2018 at 11:55 AM, chaim steinmetz <eruvmonsey@gmail.com <mailto:eruvmonsey@gmail.com> > wrote:

hi this is chaim steinmetz from the Vaad heiruv in Rockland county NY in the weekly inspection we have to install 3 new lechis on old stone Old Stone Church Road, Upper Saddle River, NJ between Yeoman Dr & Deerhorn Trail for any more info feel free to call me 845-709-7324

On Fri, Dec 1, 2017 at 11:36 AM, chaim steinmetz <eruvmonsey@gmail.com <mailto:eruvmonsey@gmail.com> > wrote:

hi this is chaim steinmetz from the Vaad heiruv in Rockland county NY in the weekly inspection we have 1 PVC lacy that needs to be fixed that's on hillside ave corner Castle Hill Ct





























# EXHIBIT I



**Cindy Chen**

---

**From:** Bruce Rosen  
**Sent:** Monday, June 11, 2018 9:48 AM  
**Cc:** 'Robert T. Regan (rtregan@rtreganlaw.com)'; 'Chief Patrick Rotella (protella@usrpd.net)'; 'Ted Preusch (administrator@usrtoday.org)'; 'Kevin Boswell'  
**Subject:** RE: trimming

Proposed response:

It is the Borough's position that the Agreement does not provide a license for trimming, and certainly for trimming where the contractors leave branches on homeowners' property. That said, the Borough is willing to work with your client but that requires REAL consultation, not simply a cryptic email weeks before.

This means the police must be notified where and when repairs are to be made. We are willing to consult with the Rabbi regarding Pole #4 but Ted Preusch should be your immediate contact and he will decide whether to get Kevin Boswell involved, as it costs money whenever he is called. The Borough has no objection to the fishing line.

**Bruce S. Rosen**  
**McCusker, Anselmi, Rosen & Carvelli, P.C.**  
210 Park Avenue, Suite 301, Florham Park, NJ 07932  
973.635.6300 ext. 211 | direct: 973.457.0123  
fax: 973.635.6363 | direct fax: 973.457.0276  
[brosen@marc.law](mailto:brosen@marc.law) | <http://www.marc.law>  
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**From:** Dahan, Kaela [mailto:Kaela.Dahan@weil.com]  
**Sent:** Monday, June 11, 2018 9:30 AM  
**To:** Bruce Rosen <BRosen@marc.law>  
**Cc:** Robert T. Regan (rtregan@rtreganlaw.com) <rtregan@rtreganlaw.com>; Chief Patrick Rotella (protella@usrpd.net) <protella@usrpd.net>; Ted Preusch (administrator@usrtoday.org) <administrator@usrtoday.org>; Buchweitz, Yehudah <Yehudah.Buchweitz@weil.com>; Yolkut, David <David.Yolkut@weil.com>  
**Subject:** RE: trimming

Bruce,

In light of our correspondence over the last week regarding the timing and scope of the Rabbi's notices to the Borough, I wanted to highlight some of the key provisions of the Settlement Agreement. The Settlement Agreement, which was

heavily negotiated and agreed to by the parties and approved by the Court, makes clear that BREA and its agents and contractors have broad rights to repair. For example, Paragraph 2 of the Settlement Agreement provides that “[u]ntil the Eruv set forth in Exhibit A . . . is completed pursuant to the terms of this Agreement . . . USR consents to the attachment, existence, restoration, maintenance, and repair of lechis and other materials that have been installed to effectuate the temporary eruv plan set forth in the Amended Complaint filed in the Litigation” (emphasis added). Moreover, “once the Eruv is completed . . . BREA and its agents and contractors will not be required to make any applications or seek any approvals to make any repairs that are necessary to maintain the Eruv, so long as the requirements in Paragraph 20 are met.” See Paragraph 4 (emphasis added).

The Settlement Agreement requires BREA to do only three things “in advance of any installation, maintenance or repair of the Eruv”: (1) “identify[] [for the Borough Police Department] the location of the pole(s) on which such installation, maintenance, repair and/or expansion work shall be conducted; (2) “employ a flagman to be present during such work”; and (3) “abide by all traffic safety rules” (emphasis added). See Paragraph 20. BREA will try to be more specific regarding the location of the pole(s), but it is not required to notify the Borough of, or get the Borough’s permission for, the specific repairs that are needed. Time-sensitive situations may arise where the edge of a small branch is protruding in a manner that renders the Eruv religiously invalid. In addition, if there is significant damage to the existing wires, BREA may need to use fishing line (just like that used on other poles in the Borough) in order to have a valid eruv for a particular Sabbath. Any such repairs, including the use of fishing line, fall within the scope of BREA’s license with the relevant utility. We further note that USR has agreed “to fully cooperate with Plaintiffs, O&R and/or Verizon to allow Plaintiffs to establish, restore, replace, maintain, repair, and check the Eruv constructed pursuant to the terms of this Agreement.” See Paragraph 9. In addition, you mentioned in your last email that tree trimming “is complete” along the new Eruv route. However, the Borough specifically told Rabbi Steinmetz that its contractors are not trained and do not have the equipment for cutting branches that are dangerously close to the wires, and specifically delegated that responsibility to BREA and its agents or contractors.

We acknowledge that it is inappropriate to leave fishing line hanging from a utility pole and branches in peoples’ yards, and extend our clients’ sincerest apologies, including to those homeowners. We have instructed Rabbi Steinmetz to speak with his contractors to ensure that this does not happen again.

On a separate note, we also spoke with Rabbi Steinmetz regarding the Borough’s proposed location of the poles. The current location of pole #4 may not be viable given the amount of trees that are in the way. Rabbi Steinmetz would need to cut a few branches to properly run the wire from that pole to the other. Rabbi Steinmetz is willing to discuss a new pole location with Boswell directly.

Rabbi Steinmetz also found a more durable fishing line that will be able to better withstand the harsh winters. I’ve attached a picture of the string with a brief description for your reference.

Best,

Kaela



Kaela Dahan  
Associate

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)

+1 212 310 8162 Direct  
+1 212 310 8007 Fax

**From:** Dahan, Kaela

**Sent:** Friday, June 1, 2018 5:17 PM

**To:** 'Bruce Rosen' <BRosen@marc.law>

**Cc:** Robert T. Regan (rtregan@rtreganlaw.com) <rtregan@rtreganlaw.com>; Chief Patrick Rotella (protella@usrpd.net) <protella@usrpd.net>; Ted Preusch (administrator@usrtoday.org) <administrator@usrtoday.org>

**Subject:** RE: trimming

Bruce,

I will raise these issues with the Rabbi.

Have a nice weekend.

Best,

Kaela



Kaela Dahan  
Associate

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Kaela.Dahan@weil.com](mailto:Kaela.Dahan@weil.com)  
+1 212 310 8162 Direct  
+1 212 310 8007 Fax

**From:** Bruce Rosen <BRosen@marc.law>

**Sent:** Friday, June 1, 2018 3:59 PM

**To:** Dahan, Kaela <Kaela.Dahan@weil.com>

**Cc:** Robert T. Regan (rtregan@rtreganlaw.com) <rtregan@rtreganlaw.com>; Chief Patrick Rotella (protella@usrpd.net) <protella@usrpd.net>; Bruce Rosen <BRosen@marc.law>; Ted Preusch (administrator@usrtoday.org) <administrator@usrtoday.org>

**Subject:** trimming

**Importance:** High

Kaela:

At least one resident has complained that the Rabbi's crew was trimming trees along Weiss road and leaving branches in people's yards. No permission has been extended for any trimming, except for those areas along the new route, which is complete. Please explain what happened and why and how we are going to make sure this does not happen again. Do we need to have a police cruiser sitting by when the Rabbi does maintenance to make sure he performs according to the agreement? Together with the fishing line that was not authorized and was left hanging from the utility pole, this is sloppy and disappointing and certainly violates the spirit of the agreement. Perhaps we need a telephone

conference with the Rabbi and municipal officials to make sure that notice is proper, and no additional fishing line is installed and there is no further tree trimming.

Bruce

**Bruce S. Rosen**

**McCusker, Anselmi, Rosen & Carvelli, P.C.**

210 Park Avenue, Suite 301, Florham Park, NJ 07932

973.635.6300 ext. 211 | direct: 973.457.0123

fax: 973.635.6363 | direct fax: 973.457.0276

[brosen@marc.law](mailto:brosen@marc.law) | <http://www.marc.law>

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# EXHIBIT J

## Cindy Chen

---

**From:** Bruce Rosen  
**Sent:** Monday, June 18, 2018 3:41 PM  
**To:** 'Buchweitz, Yehudah'; 'Dahan, Kaela'  
**Cc:** 'Yolkut, David'; 'Robert T. Regan (rtregan@rtreganlaw.com)'  
**Subject:** RE: Sparrowbush ERUV Installation

How about the second question?

Bruce S. Rosen  
McCusker, Anselmi, Rosen & Carvelli, P.C.  
210 Park Avenue, Suite 301, Florham Park, NJ 07932  
973.635.6300 ext. 211 | direct: 973.457.0123  
fax: 973.635.6363 | direct fax: 973.457.0276  
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**From:** Buchweitz, Yehudah [mailto:Yehudah.Buchweitz@weil.com]  
**Sent:** Monday, June 18, 2018 3:34 PM  
**To:** Bruce Rosen <BRosen@marc.law>; Dahan, Kaela <Kaela.Dahan@weil.com>  
**Cc:** Yolkut, David <David.Yolkut@weil.com>; Robert T. Regan (rtregan@rtreganlaw.com) <rtregan@rtreganlaw.com>  
**Subject:** RE: Sparrowbush ERUV Installation

We have no information about this. If you can give more info, what truck, color, model, a time when this happened, our client can try to make inquiries.



Yehudah L. Buchweitz  
Partner

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
[Yehudah.Buchweitz@weil.com](mailto:Yehudah.Buchweitz@weil.com)  
+1 212 310 8256 Direct  
+1 212 310 8007 Fax

**From:** Bruce Rosen <BRosen@marc.law>

**Sent:** Monday, June 18, 2018 12:20 PM

**To:** Dahan, Kaela <Kaela.Dahan@weil.com>

**Cc:** Buchweitz, Yehudah <Yehudah.Buchweitz@weil.com>; Yolkut, David <David.Yolkut@weil.com>; Robert T. Regan (rtregan@rtreganlaw.com) <rtregan@rtreganlaw.com>

**Subject:** Sparrowbush ERUV Installation

**Importance:** High

Good morning.

Two questions:

1. We received the following complaint from a resident: A resident called to report the installation of WHITE lechis on Sparrowbush. When the resident stopped to see what they were doing they jumped into their truck and apparently quickly drove away. We have been unable to confirm. Was there any work done on Sparrowbush recently, and if so, why would white lechis be installed and why no notice.
2. Do you have any information about a different eruv group attempting to install lechis in USR?

Bruce S. Rosen

McCusker, Anselmi, Rosen & Carvelli, P.C.

210 Park Avenue, Suite 301, Florham Park, NJ 07932

973.635.6300 ext. 211 | direct: 973.457.0123

fax: 973.635.6363 | direct fax: 973.457.0276

[brosen@marc.law](mailto:brosen@marc.law) | <http://www.marc.law>

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Director  
Direct: 973.457.0123  
Fax: 973.457.0276  
[broscn@marc.law](mailto:broscn@marc.law)

June 29, 2018

Via Email (Yehudah.Buchweitz@weil.com)

Yehudah L. Buchweitz  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153

**Re: BREA et al v. Borough of Upper Saddle River  
Settlement Agreement Executed as of April 9, 2018**

Dear Yehudah:

It is now June 29, 2018, 80 days after the above-referenced Agreement was fully executed and effective. When the Borough was late by one day on its payment obligation under the Agreement (primarily because of the Borough missing calls with your office over wire transfer information) it was treated like a major breach by your office. Even though arrangements for a wire transfer were being made, the funds were overnighted to your offices immediately. On the other hand, your clients have had little regard for this Agreement, as demonstrated by their and Rabbi Steinmetz's nonchalance towards the Agreement's provisions, and my client has no choice now but to move to enforce its rights.

This letter is to inform you that BREA and the individual defendants **are in breach of the Settlement Agreement**, specifically Paragraphs 13 (installation of poles within 60 days) and Paragraph 20 (notification of the Borough as to repairs and maintenance). Paragraph 13 specifically states:

BREA shall use its best efforts to complete the Eruv according to the plan set forth in Exhibit A (or as otherwise agreed to by the Parties in writing), including by causing to have installed at its sole expense, 10 poles in the Borough's rights-of-way, in the locations identified in Exhibit A attached hereto, within sixty (60) days of the Effective Date of this Agreement. The Parties expressly acknowledge, however, should there be a force majeure-like occurrence (including but not limited to acts of G-d or governmental declaration of emergencies) that it may take a longer period of time, but in no event longer than six (6) months from the Effective Date of this Agreement, to complete the Eruv in accordance with the plan set forth in Exhibit A.

Yehudah L. Buchweitz  
Page 2

June 29, 2018

No force majeure-type incident has occurred or has been declared, therefore the creation of the eruv set forth in Exhibit A is 20 days overdue. The Borough has repeatedly written to counsel and made entreaties that the Rabbi proceed with building the Exhibit A eruv and the only result has been delays and broken promises. This can hardly be considered "best" efforts," it is more like no effort. It was not until last week that the Rabbi finally appeared in town to review the specifics regarding Exhibit A. He demonstrated his unfamiliarity with the details of the Exhibit A route despite numerous trips with the Borough Engineer and his associates. His proclivity instead was to unnecessarily cut down branches and trees to effectuate the construction of Exhibit A until the Borough Administrator demonstrated that was not necessary. Meanwhile no construction has begun and in turn, failure to follow through with Paragraph 13 delays the schedule for the removal of the white lechis as set forth in Paragraph 2:

Once the Eruv set forth in Exhibit A is completed pursuant to the terms of this Agreement, BREa will, at its sole expense and within forty five (45) days of completion of Exhibit A, remove any lechis within USR that are no longer needed to effectuate the plan set forth in Exhibit A.

The Borough has therefore instructed me to bring this matter to the Court immediately to request that (1) the eruv as set forth on Exhibit A be completed no later than **July 9, 2018**, and (2), the lechis not necessary for Exhibit A be removed 15 days after that, **no later than July 24, 2018** (the date upon which the lechis would have been removed had the schedule been enforced).

Further, **please be forewarned that if the Rabbi or his agents enter the Borough to repair or maintain the eruv without notifying the Borough police (please copy the Borough Administrator, Theodore Preusch), the police will prohibit any work on the eruv.** Section 20 of the Agreement states:

BREA or its agents agree to notify the Borough Police Department in advance of any installation, maintenance or repair of the Eruv, identifying the location of the pole(s) on which such installation, maintenance, repair and/or expansion work shall be conducted, and agree to employ a flagman to be present during such work and to abide by all traffic safety rules.

The Rabbi and/or his agents have consistently failed to follow this provision, and the Borough will no longer countenance these violations. If Eruv repair workers are found in Upper Saddle River stopped to make repairs without proper notice, they will be asked to leave immediately.

Very truly yours,



Bruce S. Rosen

BSR/s  
Cc: Robert Regan, Esq.  
Theodore Preusch  
Chief Rotella

# EXHIBIT L



Cindy Chen

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REDACTED

**From:** Theodore F.Preusch [mailto:administrator@usrtoday.org]  
**Sent:** Tuesday, July 3, 2018 9:05 AM  
**To:** Bruce Rosen <BRosen@marc.law>  
**Subject:** FW: Eruv

**From:** DPW <DPW@usrtoday.org>  
**Sent:** Monday, July 2, 2018 1:26 PM  
**To:** usrpd122 <usrpd122@aol.com>  
**Subject:** Eruv

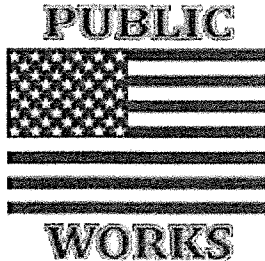
Sir,

Please see the attached pictures sent to me from a resident on Hemlock. They depict an uncaring and sloppy installation of poles with no regard or respect for property owners land. Most of the poles installed to date were treated the same way. So far I have had to address complaints from two residents regarding the condition their properties were left after workers installed poles in their yards. The dirt excavated from digging the three foot deep holes was merely throw about on the properties and the marker stakes just pulled up and tossed aside like garbage. It is my opinion that the work is sloppy, unprofessional and most of all, unacceptable. I ask that all the work sites involved be cleaned up and left without soil debris, stone debris or stakes. This work reflects very poorly on those responsible for the placement of the poles. Please let me know if you have any questions, as I am sure more complaints will follow.

Sincerely,

Bobby

Robert C. Fleshman  
Superintendent of Public Works / OEM  
376 West Saddle River Road  
Upper Saddle River, New Jersey 07458  
PHONE (201) 934-3977  
FAX (201) 934-9140



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**From:** Tatiana Kayal [<mailto:tatiana.kayal@icloud.com>]  
**Sent:** Monday, July 02, 2018 12:44 PM  
**To:** DPW <[DPW@usrtoday.org](mailto:DPW@usrtoday.org)>  
**Subject:**



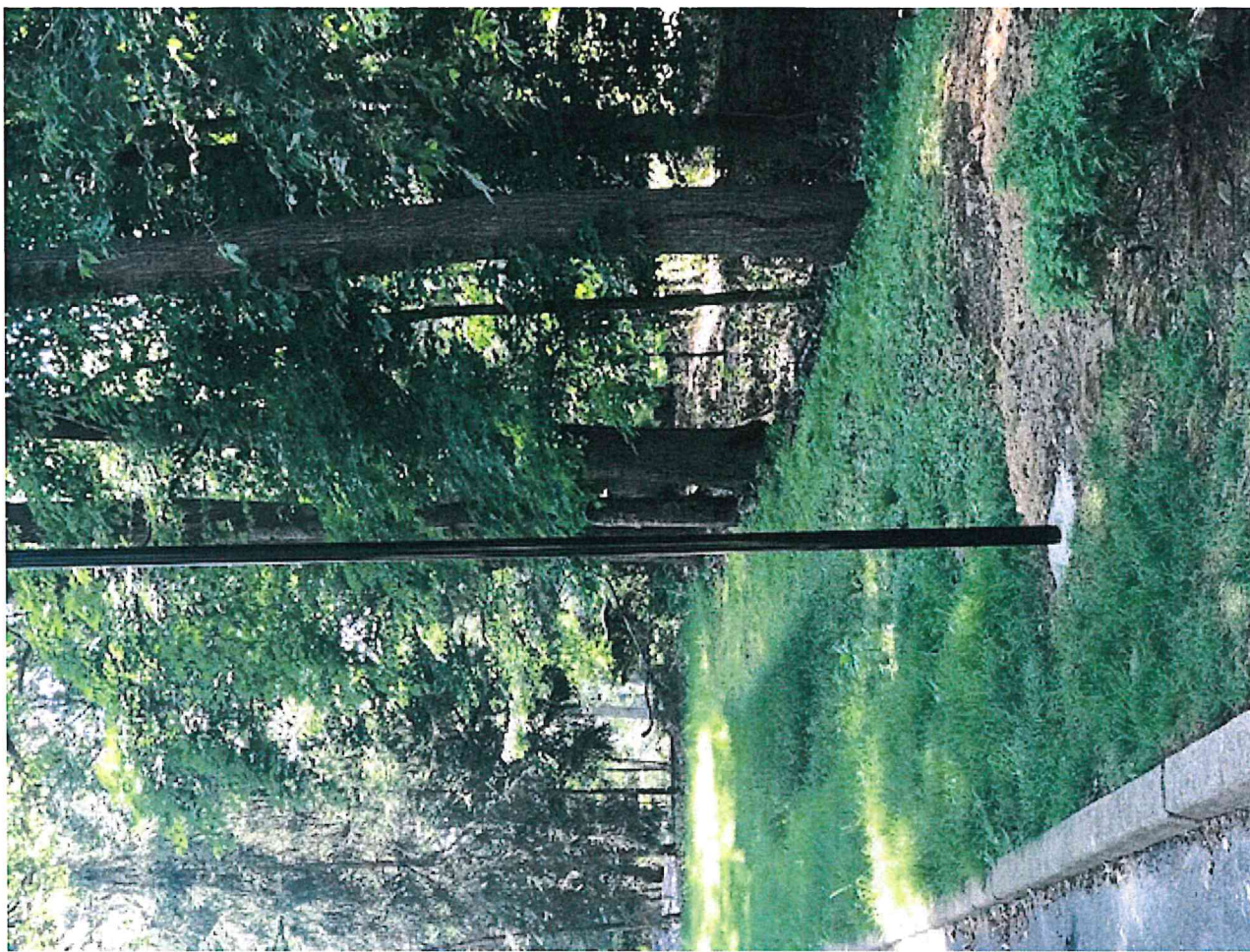
















Sent from my I phone

# EXHIBIT M



## Cindy Chen

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**From:** Chief Patrick Rotella <protella@usrp.net>  
**Sent:** Friday, June 29, 2018 3:56 PM  
**To:** Bruce Rosen; Robert T. Regan; 'Theodore F.Preusch'  
**Subject:** Emailing: ERUV reports 6-29-18  
**Attachments:** ERUV reports 6-29-18.pdf

Bruce

Please see the attached reports that were taken by my officers today. I did receive a call after the first incident from the Rabbi asking if I knew what had happened. Since I was not at work I did not know what he was talking about. It appears that no notification was made to the Police Dept with the location and time work was going to be conducted. The Rabbi informed me that one of my officers had stopped his workers. The Rabbi admitted that no flagman was present. I explained that we take traffic safety very serious and that work zones must be set up properly. The Rabbi informed me that he would be working on getting a flagger for Hillside Ave and asked if one was needed for Brook Road and Fox Hill. It was agreed that a flagger was needed on Hillside Ave and since the other two roadways were low volume one would not be needed. A properly set up work zone with advanced warning signs is required at all job locations.

Chief Patrick Rotella  
Upper Saddle River Police Department  
368 W. Saddle River Rd.  
Upper Saddle River, NJ 07458  
P. (201) 327-2700  
F. (201) 934-3992

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Your message is ready to be sent with the following file or link attachments:

ERUV reports 6-29-18

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# UPPER SADDLE RIVER POLICE DEPARTMENT OPERATIONS REPORT

1. ORI # NJ0026300	2. Incident #(P#) 2018-006228	3. PD Case # 2018-06232	4. Report Date & Time 06/29/2018 08:25	5. Agency Incident/Actual CFS Type DISPUTE
6. Party Type CALLER	7. Name SEAY, SUSAN S	7A. DOB 11/20/1954		
8. Address (Street, Bldg /Ap/Suite, City, State, Zip) 590 W SADDLE RIVER RD, UP SADDLE RVR, NJ 07458-1113				8A. Phone # HM:201-934-0684
9. Location of Incident 590 W SADDLE RIVER RD, UPPER SADDLE RIVER, NJ 07458				9B. County BERGEN
10. Vehicle Information				
Make FORD	Model	Plate # X78N50	State NJ	Year 1998
				Color BLACK
				VIN # 1FDNF80CXWVA14136
Code	Name	Address	Age	Sex
				Race
				Eth
				DOB
[OTHER] BARCIA FENCE - 514 RIVER DR, GARFIELD, NJ 07026 - 0 - - - - -				
[OTHER] LOMBARDO, CIRO - 36 NORWOOD AVE, LODI, NJ 07644-2119 - 57 - M - - - 10/02/1960 - - - -				
11. Narrative				
<p>I, Ptl. Osborne report being dispatched along with Ptl. Gallo to 590 West Saddle River Road on a report of an issue with workers on the property. I arrived on scene and observed a red truck blocking the northbound lane of traffic in front of 509 West Saddle River Road. I spoke with the workers who were employed by Barcia Bros Fence a subcontractor for Bergen Rockland Eruv who stated that they approached the house at 590 West Saddle River Road to speak with the resident about the location of the fence (Eruv) posts that they were contracted to install. The resident Mrs. Seay immediately contacted the police because she did not know where the posts were supposed to be installed. I advised the workers that the locations of the Eruv must be worked out with USR DPW and the borough council. I spoke with Chief Rotella in reference to the above installation and found that he was not advised of the above work. I advised Ciro Lombardo of Barcia Fence that he needed to contact the police department prior to any work on the roadways. I explained to Mr. Lombardo that our department takes traffic control very seriously and we require all work zones to meet the Manual on Uniform Traffic Control Devices standard. At this time work was stopped. Mr. Lombardo advised that he would not start work again until all proper signage was in place. No further police action needed at this time. A check with Upper Saddle River Police dispatch center revealed that advance notification was not made to the dispatch center advising of the work that Barcia Bros Fence was to perform for the Bergen Rockland ERUV.</p>				
Print Officer Name PATROLMAN KENNETH OSBORNE  <i>Kenneth Osborne</i> Signature	Badge No.  141	Page No.  1 Of 1	Report Date  06/29/2018	Reviewed By CHIEF PATRICK ROTELLA  <i>Patrick Rotella</i> Supervisor Signature

Case No. 2018-06232



# UPPER SADDLE RIVER POLICE DEPARTMENT OPERATIONS REPORT

1. ORI # NJ0026300	2. Incident #(P#) 2018-006237	3. PD Case # 2018-06241	4. Report Date & Time 06/29/2018 11:24	5. Agency Incident/Actual CFS Type POLICE INFORMATION
6. Party Type CALLER		7. Name BURGIS, BEATRICE M		7A. DOB 01/19/1969
8. Address (Street, Bldg /Ap/Suite, City, State, Zip) 10 HILLSIDE AVE, U SADDLE RIVER, NJ 07458-1109			8A. Phone # HM:201-934-1927	
9. Location of Incident 10 HILLSIDE AVE, UPPER SADDLE RIVER, NJ 07458			9A. Municipality	9B. County BERGEN
10. Vehicle Information				
Make	Model	Plate #	State	Year Color VIN #
Code	Name	Address	Age	Sex Race Eth DOB
[EMPLOYEE]	BARCIA FENCE	- 514 RIVER DR, GARFIELD, NJ 07026 - - - - -		
[EMPLOYEE]	LOMBARDO, CIRO	- 36 NORWOOD AVE, LODI, NJ 07644-2119 - 57 - M - - 10/02/1960 - - - -		
11. Narrative				
<p>Beatrice Burgis reports an unknown contractor attempting to use her electricity on the outside of her home. I, Patrolman Lucas Gallo, responded and met with Ciro Lombardo of Barcia Fence. Lombardo was installing fence posts for the installation of the ERUV. Lombardo stated he rang the doorbell at 10 Hillside Ave and asked to use the electricity for some of his power tools. The resident denied access to Lombardo and he continued his work with manual tools. Lombardo was advised to continue working without disturbing any residents. A proper work zone was set up with early warning signs and flagman. Note: See Officer Osborne's report 18-06228. Officer Osborne had responded to the same area for a similar type complaint from a resident at 590 West Saddle River Rd. Upon his arrival he observed an unsafe work zone. All work was stopped until such time that proper signage and traffic control personnel were in place.</p> <p>Ptl. Lucas Gallo #148</p>				
Print Officer Name LUCAS GALLO		Badge No. 148	Page No. 1 Of 1	Report Date 06/29/2018
Signature <i>L Gallo</i>		Reviewed By CHIEF PATRICK ROTELLA <i>Pat 1 Rotella</i> Supervisor Signature		

Case No. 2018-06241