

**EXHIBIT I**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

EAST END ERUV ASSOCIATION, INC.,  
MARVIN TENZER, MORRIS TUCHMAN,  
CLINTON GREENBAUM, ALAN H.  
SCHECHTER, CAROL SCHECHTER,  
JEFFREY LEAN, ALEXA LEAN, DEBORAH  
POLLACK and SIMCHA POLLACK,

Plaintiffs,

-against-

THE VILLAGE OF WESTHAMPTON BEACH,  
THE VILLAGE OF QUOGUE, and THE TOWN  
OF SOUTHAMPTON

Defendants.

Index No. CV 11-0213

Hon. Leonard D. Wexler

**DECLARATION OF MARVIN L. TENZER PURSUANT TO 28 U.S.C. § 1746  
IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT  
OR, IN THE ALTERNATIVE, FOR A PRELIMINARY INJUNCTION AGAINST  
WESTHAMPTON BEACH**

I, MARVIN L. TENZER, hereby declare under penalty of perjury:

1. I am an attorney licensed to practice in New York. I am a plaintiff in the above-captioned proceeding and I have been the president of the East End Eruv Association ("EEEE") since its formation in March 2010. As such, I am familiar with the facts and circumstances set forth herein. I submit this Declaration in support of Plaintiffs' motion for partial summary judgment or, in the alternative, for a preliminary injunction against Westhampton Beach.

2. I maintain my primary residence in Westhampton Beach, New York.

3. If the EEEA is not permitted to establish an eruv in Westhampton Beach and parts of Quogue and Southampton (collectively, the "Municipalities"), my family and I will continue to be denied the right freely to practice our religion.

4. In the absence of an eruv, my family and I, along with many other members of the Jewish community in the Municipalities, are unable to fully observe all of the laws, rituals, and traditions that we sincerely believe are binding upon us and an essential part of our religious observance.

5. We are forbidden to "carry" (as such term is used in Jewish law) on the Sabbath in the absence of an eruv. We cannot bring books, games, gifts, or food to friends' houses, we cannot carry identification or medication (except in life-threatening situations), and we cannot throw a football or frisbee around except in a demarcated area on our own property. Because Jewish law permits the establishment of an eruv, Judaism is not a barrier to performing any of these actions. In fact, specific rules and prayers associated with an eruv are included in many Jewish prayer books as part of the regular preparations for the Sabbath. Rather, it is the Municipalities that are perpetuating these burdens. The Municipalities should not be permitted to stand in the way of our full and complete observance of our religious beliefs and exercise of our religious practices.

6. I have a four-year-old granddaughter, who must ride in a stroller for any distances longer than a very short walk, and accordingly cannot walk to my synagogue in Westhampton Beach. Because there is no eruv in Westhampton, I, my wife, or my children, cannot fully observe Shabbat when my granddaughter visits me in Westhampton, because someone must stay home with her throughout Shabbat. Moreover, my daughter-in-law's father, with whom my family is close, is dependent on a wheelchair and cannot walk to my synagogue, or anywhere else, without the aid of his wheelchair. It pains me greatly that he cannot visit me over Shabbat because he would be confined to my home for the duration of Shabbat.

7. In March of 2010, I and others formed the EEEA to work to erect an eruv in Westhampton Beach and parts of Quogue and Southampton.

~~8. The actions of Westhampton Beach are preventing the establishment~~  
of an eruv. I, therefore, respectfully request that this Court grant Plaintiffs' motion for partial summary judgment or, in the alternative, for a preliminary injunction against Westhampton Beach.

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

Executed on August 7, 2012.

  
MARVIN L. TENZER

**EXHIBIT J**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

EAST END ERUV ASSOCIATION, INC.,  
MARVIN TENZER, MORRIS TUCHMAN,  
CLINTON GREENBAUM, ALAN H.  
SCHECHTER, CAROL SCHECHTER,  
JEFFREY LEAN, ALEXA LEAN, DEBORAH  
POLLACK and SIMCHA POLLACK,

Plaintiffs,

-against-

THE VILLAGE OF WESTHAMPTON BEACH,  
THE VILLAGE OF QUOGUE, and THE TOWN OF  
SOUTHAMPTON

Defendants.

Index No. CV 11-0213

Hon. Leonard D. Wexler

**DECLARATION OF ALAN SCHECHTER PURSUANT TO 28 U.S.C. § 1746  
IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT  
OR, IN THE ALTERNATIVE, FOR A PRELIMINARY INJUNCTION AGAINST  
WESTHAMPTON BEACH**

I, ALAN SCHECHTER, hereby declare under penalty of perjury:

1. I am a plaintiff in the above-captioned proceeding and I have been involved in the efforts to establish an eruv in Westhampton Beach and parts of Quogue and Southampton (collectively, the "Municipalities"). As such, I am familiar with the facts and circumstances set forth herein. I submit this Declaration in support of Plaintiffs' motion for partial summary judgment or, in the alternative, for a preliminary injunction against Westhampton Beach.

2. I maintain personal residences in New York, New York and in Westhampton Beach, New York.

3. If EEEA is not permitted to establish an eruv in the Municipalities, my family and I will continue to be denied the right to freely practice our religion.

4. In the absence of an eruv, my family and I, along with many other members of the Jewish community in the Municipalities, are unable to fully observe all of the laws, rituals, and traditions that we sincerely believe are binding upon us and an essential part of our religious observance.

5. We are forbidden to "carry" (as such term is used in Jewish law) on the Sabbath in the absence of an eruv. We cannot carry a prayer shawl or prayer book to the synagogue or carry books for Jewish study in the absence of an eruv. Similarly, we cannot bring books, games, gifts, or food to friends' houses, and we cannot carry identification or medication (except in life-threatening situations). Because Jewish law permits the establishment of an eruv, Judaism is not a barrier to performing any of these actions. In fact, specific rules and prayers associated with an eruv are included in many Jewish prayer books as part of the regular preparations for the Sabbath. Rather, it is the Municipalities that are perpetuating these burdens. The Municipalities should not be permitted to stand in the way of our full and complete observance of our religious beliefs and exercise of our religious practices.

6. I have seven grandchildren, two of whom cannot walk to my synagogue in Westhampton Beach on their own and must ride in strollers. Because there is no eruv in Westhampton Beach, I, or other members of my family, cannot go to synagogue and thereby fully observe the Sabbath when my grandchildren visit me because someone has to stay home with the young children throughout the Sabbath. I have resided in Westhampton Beach since 2003 and during that time have been unable to host my children and grandchildren on many weekends, when my wife, my children, or I were unable to remain in the house on the Sabbath to stay with the younger grandchildren who are unable to walk to synagogue. My grandchildren range in age from approximately 9 months old to approximately 10 years old and

accordingly, the younger ones cannot walk at all, or more than short distances unassisted. In addition, when they do visit, if I want to take them out for a walk or to visit friends on Sabbath afternoon (a customary part of the Sabbath practice), I cannot do so. These restrictions have prevented them from staying with us on the Sabbath, necessitating that they come for brief visits beginning Saturday night or on Sunday. An important part of Jewish family observance of the Sabbath is to spend the day and to enjoy the Sabbath meals with the younger family members and to teach them about the Sabbath by example.

7. I have a father who is over eighty years old and is having difficulty walking to synagogue. In fact, he must stop and rest several times on the walk to catch his breath. It would be much easier for him if he could opt to be pushed to synagogue in a wheelchair or could carry a cane. On occasions of his visits, he cannot attend services on Friday evening or often on Saturday morning when the temperature or humidity is high because of the walking required in order to reach the synagogue.

8. In March of 2010, I and other observant Jews formed EEEA to work to establish the eruv.

9. The actions of Westhampton Beach are preventing the establishment of an eruv. I, therefore, respectfully request that this Court grant Plaintiffs' motion for partial summary judgment or, in the alternative, for a preliminary injunction against Westhampton Beach.



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

Executed on August 7, 2012.



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ALAN SCHECHTER

**EXHIBIT K**

UNITED STATES DISTRICT COURT.  
EASTERN DISTRICT OF NEW YORK

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EAST END ERUV ASSOCIATION,  
INC., et al.,

: CV 11-0213

Plaintiffs,

: United States Courthouse  
Central Islip, New York

-against-

THE VILLAGE OF WESTHAMPTON  
BEACH, et al.,

: June 15, 2010  
2:00 p.m.

Defendants.

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TRANSCRIPT OF HEARING  
THE HONORABLE LEONARD D. WEXLER  
UNITED STATES DISTRICT COURT JUDGE

APPEARANCES:

For the Plaintiffs:

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, NY 10153  
By: ROBERT G. SUGARMAN, ESQ.  
JESSIE B. MISHKIN, ESQ.  
CHRISTOPHER LUISE, ESQ.  
JOSHUA SCHLENGER, ESQ.

For the Defendants:

DEVITT SPELLMAN BARRETT, LLP  
50 Route 111  
Smithtown, NY 11787  
By: JELTJE DeJONG, ESQ.  
For Village of Quogue  
-and-  
MARCI HAMILTON, ESQ.  
Benjamin Cardozo School of Law  
  
SOKOLOFF STERN LLP  
355 Post Avenue  
Westbury, NY 11590  
By: BRIAN S. SOKOLOFF, ESQ.  
LEO DORFMAN, ESQ.

1 MR. SUGARMAN: Thank you.

2 My first witness is Morris Tuchman.

3 M O R R I S T U C H M A N,

4 called as a witness, having been first  
5 duly affirmed, was examined and testified  
6 as follows:

7 THE WITNESS: T-U-C-H-M-A-N. Morris,  
8 M-O-R-R-I-S.

9 THE COURT: I'm sorry, give me your last name  
10 again?

11 THE WITNESS: T-U-C-H-M-A-N.

12 THE COURT: Go ahead, Counsel.

13 DIRECT EXAMINATION

14 BY MR. SUGARMAN:

15 Q Mr. Tuchman, where do you reside?

16 A I live in Westhampton Beach. I vote and pay taxes  
17 there. I also have a residence in Queens, New York.

18 Q Briefly describe your education after high school.

19 A John Hopkins University in Baltimore, Maryland. Also  
20 attended Eretz Yisrael Rabbinical College. I ultimately  
21 graduated from Queens College, and then I attended New  
22 York Law School where I received a JD degree.

23 Q And briefly describe your professional history.

24 A I am -- I've been practicing labor and employment law  
25 since 1976.

1 Q Mr. Tuchman, as we all know, this case is about the  
2 attempt to establish an eruv.

3 Would you explain to the Court -- and please  
4 direct your attention to the Court -- why is it important  
5 to have an eruv in Westhampton Beach, Quogue, in the Town  
6 of Southampton?

7 A Well, the observance of the Sabbath, or Shabbat, is  
8 one of the central tenets, certainly, for observing Jews.  
9 Obviously, the observance of Shabbat is one of ten  
10 commandments, one of the very critical aspects in the  
11 observance of the Jewish faith.

12 One of the principal tenets of observance of  
13 Shabbat is the prohibition of carrying items from the home  
14 to the public domain.

15 And as established -- the Talmud said it was  
16 established at the time of King Solomon. The  
17 establishment of an eruv permits the ability to carry  
18 objects from the private domain into the public domain.  
19 There's an entire chapter of the Talmud that speaks about  
20 eruv.

21 So, at present, for instance, I'm unable to  
22 carry ID when I go back from the synagogue on Shabbat. I  
23 can't carry keys. When I drive the car to the synagogue,  
24 I leave the key on the tire.

25 Most profoundly for me is that at this point my

1 children and grandchildren can't come for Shabbat to  
2 Westhampton Beach, because now the children and  
3 grandchildren are very young.

4 My dad, who just passed away two months ago, was  
5 unable to come to Westhampton because he couldn't attend  
6 services in the synagogue. We live 1.9 miles from the  
7 synagogue, and as long as he was able to walk, that would  
8 be fine. But once he's unable to walk, he would use a  
9 wheelchair, and that would require an eruv.

10 So I'm not alone. There are many, many, many  
11 people who are directly affected in the same way.

12 MS. DEJONG: Objection.

13 THE COURT: Overruled.

14 I'll let you cross-examine him.

15 MR. CAMHI: One clarification. Are the other  
16 defendants allowed to object to portions of the testimony,  
17 too?

18 THE COURT: That's the agreement we had.

19 MR. CAMHI: My understanding, Mr. Tuchman will  
20 come back again with regard to the other villages. But if  
21 he's testifying now to what I consider inappropriate, am I  
22 allowed to make an objection to his testimony?

23 THE COURT: You can make an objection.

24 MR. CAMHI: Thank you, your Honor.

25 BY MR. SUGARMAN:

1 MR. SUGARMAN: As both 4 and 5, your Honor.

2 THE COURT: Okay.

3 (Whereupon, Plaintiff Exhibits 1, 2, 3, 4 and 5  
4 were received in evidence.)

5 BY MR. SUGARMAN:

6 Q The Judge asked you to point out where you live, and  
7 there is a circle around where you live.

8 Could you explain to the Judge why it is that  
9 you live in Westhampton Beach but it is necessary to have  
10 lechis in Quogue in order to include you in the eruv?

11 A Yes. Because if it was just in Westhampton Beach, I  
12 would be outside of the eruv (indicating). This would be  
13 the boundary; then I would be outside the area. Because  
14 it is here, I'm within the eruv (indicating).

15 Q And with the lechis in Quogue, you are in the eruv?

16 A Yes.

17 Q Mr. Tuchman, are you familiar with an allocation that  
18 was made to Westhampton Beach in 2008?

19 A Yes.

20 MR. SOKOLOFF: Objection.

21 MS. DEJONG: Yes, objection.

22 MR. SOKOLOFF: Judge, they are now going into  
23 Westhampton Beach. I thought this was about Quogue.

24 THE COURT: What is your objection?

25 MS. DEJONG: My objection is the same objection,

1 your Honor. We have nothing to do with Westhampton Beach.

2 THE COURT: I'll allow it.

3 Go ahead.

4 I will separate it, even though it may not have  
5 anything to do with it.

6 A Yes, I'm familiar with an application in 2008 with  
7 respect to Westhampton Beach.

8 BY MR. SUGARMAN:

9 Q Briefly describe what that application was.

10 A That was an application that sought a proclamation  
11 pursuant to Jewish law for the establishment of a much  
12 smaller eruv in Westhampton Beach.

13 Q Now, the Eruv Association has not, as I understand  
14 it, applied to Westhampton Beach, Quogue and the Town of  
15 Southampton for a proclamation in connection with this  
16 eruv.

17 Would you explain why that is?

18 A That is correct.

19 We were advised by the rabbinic authorities that  
20 under the circumstances of this eruv, we do not require a  
21 proclamation, the proclamation as I explained to you  
22 earlier.

23 MR. CAMHI: Objection.

24 THE COURT: Sustained.

25 A And --



1 THE COURT: You can't testify. I sustained the  
2 objection.

3 You are a lawyer. You know that.

4 BY MR. SUGARMAN:

5 Q You've explained why the difference, and that's fine,  
6 and I'll move it along.

7 Will the establishment of the eruv presently  
8 contemplated, which is on Exhibit 1, have any impact on  
9 non-Jews or nonobservant Jews?

10 MS. DEJONG: Objection.

11 MR. SOKOLOFF: Objection.

12 THE COURT: Overruled.

13 Go ahead.

14 A None whatsoever.

15 THE COURT: I realize everybody likes to make  
16 objections, but go ahead. The jury will understand. This  
17 is a nonjury case.

18 BY MR. SUGARMAN:

19 Q To be more specific, will the existence of an eruv,  
20 for example, restrict the ability of non-Jews or  
21 nonobservant Jews to drive through the area that is  
22 encompassed within the eruv?

23 A Absolutely not. It has no impact on anyone except  
24 observant Jews that need an eruv in order to carry or push  
25 items on the Sabbath and on Yom Kippur.

1 Q Are you familiar with the steps that were taken --  
2 are you affiliated with the East End Eruv Association?

3 A Yes.

4 Q And for how long have you been affiliated with them?

5 A Practically since it was established.

6 Q And are you familiar with the steps that the Eruv  
7 Association took to establish the eruv that is outlined on  
8 Exhibit 1?

9 A Yes.

10 Q Before I get to that, is --

11 THE COURT: Where do you live? I know you put a  
12 mark, but I can't see.

13 Let's make it a real mark so I can see.

14 Go ahead.

15 BY MR. SUGARMAN:

16 Q Before I get to that, just a couple of questions.

17 What constitutes the outline of the eruv?

18 A The outline of the eruv is what you see right here.  
19 The red line that I said earlier utilizes natural  
20 structures, natural boundaries, existing structures and  
21 poles, and some poles with lechis. There are poles  
22 without lechis and poles with lechis.

23 Q But the lechis alone outline the eruv?

24 A They do nothing to the outline of the eruv, no.

25 Q Does the outline alone delineate that?

1 MS. DEJONG: Thank you, your Honor.

2 BY MS. DEJONG:

3 Q Now, how does the East End Eruv Association work?  
4 Did you have meetings?

5 A I mean, I'm not familiar with the intricacies of this  
6 part of the circumstances.

7 We were advised by counsel that there should be  
8 members, and that's what -- that's the advice that we  
9 followed.

10 Q So were you involved in any meetings?

11 A I mean, we've met about the issue of the eruv. So if  
12 you are asking if we met, the answer is yes.

13 If you are asking if it's a formal meeting or a  
14 corporate-type meeting or things like that, not that I  
15 know of.

16 Q Okay. At any time did you, Mr. Tuchman, speak to any  
17 of the village officials from The Village of Quogue with  
18 regard to the eruv?

19 A Personally, no.

20 Q Did you ever submit anything in writing on behalf of  
21 the East End Eruv Association to The Village of Quogue  
22 with regard to the eruv?

23 A No.

24 Q So are you aware of anybody from the East End Eruv  
25 Association who ever sought permission from The Village of

1 Quogue to establish an eruv within the village?

2 A I'm aware that they did not.

3 Q Okay.

4 And can you tell me, is Jeffrey Lean a member of  
5 the East End Eruv Association?

6 A Not that I'm aware of.

7 Q Okay --

8 A I'm sorry. Jeffrey Lean? Did you say Jeffrey Lean?

9 Q I did say Jeffrey Lean.

10 A I'm sorry, he is a member of the East End Eruv  
11 Association.

12 Q Do you know when he became a member?

13 A About the same time as everyone else became members.

14 Q Which was about when?

15 A Well, apparently I don't have any independent  
16 recollection of that, so I can't answer you.

17 Q Okay. Okay.

18 Now, who decides what an eruv looks like?

19 A Can you clarify your question?

20 Q I'll be more specific.

21 In the case of this particular East End Eruv  
22 Association, who decides what an eruv should look like?

23 A There's a rabbi who determines what poles, if you  
24 need poles, or what boundaries, if you need boundaries,  
25 are used in the establishment of an eruv.

1           It's highly, highly technical, as I said to the  
2 Court earlier. There's an entire chapter of the Talmud  
3 that speaks to eruv, so that's how it would be structured.

4           I would not know what area is permissible, what  
5 can be in an eruv, what cannot be in an eruv.

6 Q     So it's up to a rabbi?

7 A     Yes.

8 Q     So for about how long, if you know, has this concept  
9 of an eruv been in place or in existence?

10 A    The Talmud said it started in the court of King  
11 Solomon.

12 Q    And is it the Rabbi --

13           THE COURT: Could you put a date on that?

14           THE WITNESS: I would guess two and a half to  
15 3,000 years ago.

16           THE COURT: That's close enough.

17 BY MS. DEJONG:

18 Q    And is it the Rabbi who determines whether or not  
19 there is string or wire that goes from pole to pole that  
20 connects to the lechi?

21 A    Yes, yes.

22 Q    So in this case there will be no wire or string that  
23 goes from the lechis; is that correct?

24 A    That's correct, yes.

25 Q    You are using the wires that are on the poles

1 already?

2 A The existing wires is what we would be using, yes.

3 Q And who makes that decision?

4 A The Rabbi.

5 Q Which rabbi is involved in this particular eruv?

6 A There are several, but the one who is most on the  
7 ground is Rabbi Unsdorfer, U-N-S-D-O-R-F-E-R. We call him  
8 Rabbi U for the same reason.

9 THE COURT: A rabbi of what? There are  
10 different types of rabbis. So he's a rabbi of what?

11 THE WITNESS: He's an expert in eruv.

12 THE COURT: Yes, but what branch?

13 THE WITNESS: He's orthodox Jewish branch of  
14 Judaism.

15 THE COURT: Yes.

16 BY MS. DEJONG:

17 Q At some point in time, was it Rabbi Unsdorfer that  
18 decided that the lechis should be wooden lechis, 40 inches  
19 long?

20 A As I said earlier, the specifications were attached  
21 pro forma to the first contract that was sent from  
22 Verizon.

23 Q So it was Verizon who dictated what the lechis looked  
24 like?

25 A Yes, yes. Those were the specifications.

1 Q And at what point in time were you made aware that  
2 the 40-inch wooden boards were now going to be 10- to  
3 15-foot PVC pipes?

4 A As I said earlier, about three to four weeks ago.

5 Q And these PVC -- again, Plaintiffs' Exhibit 2, that  
6 comes from Verizon also?

7 A Yes, that is correct.

8 Q And these lechis are made of five-inch half-round  
9 black plastic molding?

10 A Five-eighth half-round. I thought you said  
11 five-inch.

12 Q Five-eighth.

13 A I'm sorry.

14 Q And it goes from the ground -- does it go from the  
15 ground?

16 A Yes.

17 Q All the way up to three inches below the wire?

18 A That's correct.

19 Q Did the Rabbi have to approve this?

20 A I'm sorry?

21 Q I'm sorry.

22 Did the Rabbi have to approve this, this  
23 particular lechi, or are we just -- did he have to approve  
24 this?

25 A I mean, look, this is a standard lechi that would be

1 law. It has nothing to do with local laws in Southampton  
2 or in Westhampton Beach or in Quogue.

3 As the Supreme Court has made clear, this is not  
4 an area within the canon of a federal court. And I  
5 suggest to your Honor that the whole line of questioning  
6 having to do with Jewish law has no relevance to this case  
7 and should be blocked.

8 THE COURT: Overruled.

9 Continue.

10 BY MR. SOKOLOFF:

11 Q Okay. Can you please answer the question? If you  
12 need it read back --

13 THE COURT: I think by now the lawyers should  
14 have known that I'm allowing leeway upon both sides to  
15 present the case, and I will make a determination. But,  
16 obviously, neither side accepts that.

17 So go ahead.

18 A The question, in ten words or less: Is there, to an  
19 extent, a proclamation similar to what Mr. Sugarman  
20 stated?

21 BY MR. SOKOLOFF:

22 Q Yes.

23 A And the answer is no.

24 Q So according to what Mr. Sugarman wrote in his letter  
25 to the village that is annexed to the complaint, the eruv



1 can't be valid until that happens, correct?

2 A I'm not going to speak to Mr. Sugarman's opinion, but  
3 I can assure you that if the Court grants this injunction,  
4 the eruv will be a valid eruv, and it will be put up, as  
5 we said earlier, and it will be totally in line with  
6 Halakhah.

7 Q Is that because Judge Wexler, in your view, in your  
8 religious view, is the appropriate public official to  
9 grant the proclamation?

10 THE COURT: Sustained.

11 A No -- thank you.

12 THE COURT: Judge Wexler hates to admit, but I  
13 never heard some of these terminologies prior to this case  
14 nor have any knowledge concerning it.

15 THE WITNESS: May I make clear for the record,  
16 when I refer to Halakhah, I'm referring to Jewish  
17 religious law.

18 THE COURT: I didn't know that either. And I  
19 never heard of eruv or lechis.

20 THE WITNESS: Right.

21 THE COURT: Since this case. That is the first  
22 time I ever heard of those expressions.

23 Go ahead.

24 BY MR. SOKOLOFF:

25 Q The northerly boundary of the eruv in the Village of

1 Westhampton Beach consists of what?

2 A Primarily, you are talking about the east-west when  
3 you say "northern."

4 Q You're right. The northernmost east-west boundary in  
5 Westhampton Beach.

6 A Yes. Primarily, it uses the Long Island Rail Road  
7 fencing except for where the station is. Because the  
8 station is opened. There's no fence.

9 Q Can you point out, please, on the map where the Long  
10 Island Rail Road station is?

11 A (Indicating) It is slightly to the right -- I'm  
12 sorry. Slightly to the right of the number 21. There's a  
13 street called Depot Road, and that's where the station is.

14 Q Is the Long Island Rail Road -- sorry.

15 Is the Long Island Rail Road train station in  
16 the Village of Westhampton Beach?

17 A As far as I know, yes.

18 Q And does your organization, the EEEA, intend to put  
19 any fixtures or anything at all on the Long Island Rail  
20 Road fence?

21 A No.

22 Q Do you intend to put anything up in the Long Island  
23 Rail Road station?

24 A Not in the station, no.

25 Q So does that mean that you don't need permission from

1 Q So the 40-inch lechis are the ones that are mentioned  
2 in the complaint; is that correct?

3 A Yes.

4 Q And the lechis were 40 inches when Mr. Sugarman twice  
5 brought a piece of wood into this courtroom to show Judge  
6 Wexler, to say, this is what the lechi looks like.

7 Correct?

8 A I wasn't here, so I don't know if he did that.

9 Q On what date did the required size of the lechi  
10 change?

11 A I think it was about four weeks, three or four weeks  
12 ago. I'm not certain, but something like that.

13 Q And did you not testify the first time around that  
14 the size of the lechi changed because Verizon said it had  
15 to be bigger?

16 A No, I don't believe I said that. I said that the  
17 specifications for this larger lechi is pursuant to  
18 Verizon. In other words, they didn't want wood; they  
19 wanted a PVC, plastic, instead of the wood.

20 Q What caused the required size of the lechi to change  
21 four weeks ago?

22 A Okay --

23 MR. SUGARMAN: Same objection, your Honor.

24 THE COURT: I'll allow it.

25 A There's a Halakhic concept known -- and I'll just

1 first say it in Hebrew, and it is called Gud Asik.

2 THE COURT: You have to translate it for me.

3 Go ahead.

4 THE WITNESS: And it means we can draw an  
5 imaginary line up when there's a structure -- let's say  
6 40 inches. We can draw an imaginary line up to imagine  
7 that it connects to a wire. However, that has to be  
8 straight.

9 So if the pole is leaning, or if the pole is a  
10 wood pole and it warped and over time it changed, we're  
11 not sure it will line up. Therefore, we have to have a  
12 longer pole so it is closer to a connect point to make an  
13 imaginary T.

14 BY MR. SOKOLOFF:

15 Q The synagogue itself decided to -- withdrawn.

16 In 2008, the synagogue notified the village that  
17 it was withdrawing any application that it had submitted,  
18 correct?

19 A Yes, it withdrew the application for proclamation.

20 Q And the synagogue notified the village that it was  
21 withdrawing its application before the village took any  
22 vote or did anything on that application; is that correct?

23 A Well, there was a vote. The mayor asked for the  
24 matter -- it's not clear what exactly he asked.

25 We thought they were asking for it to be

1 approved, and it was voted down three to two.

2 The mayor then said he was only asking to put it  
3 on the agenda, and it was voted down three to two.

4 I don't know. But that's what happened.

5 Q So you cannot sit here and tell Judge Wexler the  
6 village rejected the -- the village denied an application;  
7 is that correct?

8 A The village voted three to two to not either, as we  
9 understood it at that time, approve the eruv or, as was  
10 later stated, to put it on the agenda. That's what  
11 happened the last time.

12 Q The village voted to not put the matter on an  
13 agenda --

14 THE COURT: Sustained. He answered twice.

15 BY MR. SOKOLOFF:

16 Q Have you ever reviewed the village board minutes of  
17 what happened?

18 A I have.

19 Q And the village board minutes show that the matter  
20 was put over for a public information meeting on the  
21 issue, correct?

22 A That was done before this vote.

23 The public information meeting was scheduled by  
24 the village before this vote took place.

25 Q You never saw a resolution, a written resolution, of

1 the village denying an eruv, did you?

2 A I just described to you what we saw.

3 Q I'm asking you a different question.

4 A Okay.

5 Q Can you answer it?

6 A A resolution from the village denying the eruv?

7 Q Yes.

8 A I did not see such a resolution.

9 Q And the application simply sought a proclamation,  
10 correct?

11 MR. SUGARMAN: Objection.

12 THE COURT: Overruled.

13 I'm sorry, sustained. He's answered that three  
14 times.

15 MR. SOKOLOFF: Just one minute, your Honor?

16 THE COURT: Yes.

17 MR. SOKOLOFF: No further questions.

18 THE COURT: You are representing the town; is  
19 that correct? You are representing the town.

20

21 CROSS-EXAMINATION

22 BY MS. LICCIONE:

23 Q Good morning, Mr. Tuchman.

24 A Good morning, ma'am.

25 Q I just have a quick few questions from the cross of

1 Mr. Sokoloff.

2 I think you testified part of the southwestern  
3 delineation of the eruv would be moorings; is that  
4 correct?

5 THE COURT: I wish we would not go over the same  
6 questions that were asked.

7 Q That is correct, isn't it?

8 THE COURT: Sustained.

9 I just made a statement, and you are doing the  
10 same thing over again.

11 Q Do you know if those moorings are publicly or  
12 privately owned?

13 A I believe they are privately owned.

14 Q Do you have the permission of the owner?

15 A We're not doing anything. We're not touching the  
16 property. We don't use their property. It's a religious  
17 law symbolism that we're using. Nothing happened to their  
18 property.

19 Q A mooring isn't permanent, is it?

20 A I imagine that nothing is permanent, but it is  
21 sufficient for the purpose of making an eruv.

22 Q A mooring can be moved, can it?

23 A Absolutely.

24 MS. LICCIONE: Thank you.

25 Q Mr. Tuchman, you testified that you are an attorney?

1 A Yes.

2 Q And you've been practicing for approximately  
3 35 years?

4 A Yes.

5 Q Now, have either the synagogue or the East End Eruv  
6 Association ever made an application to the Town of  
7 Southampton to establish an eruv?

8 A No.

9 Q Now, have you, as either president of the synagogue  
10 or as a member of EEEA, ever communicated with any of the  
11 town board members with respect to the eruv?

12 A No.

13 Q Who are the Southampton town board members?

14 A I'm sorry, I would not do justice in trying to recall  
15 their names, so I don't want to do that. I don't want to  
16 mispronounce anybody's name.

17 Q Can you point out any of them in the courtroom?

18 A No.

19 Q Now, as an attorney, I think you testified that you  
20 reviewed the complaint before it was served; is that  
21 correct?

22 MR. SUGARMAN: Objection.

23 THE COURT: Sustained.

24 BY MS. LICCIONE:

25 Q You are aware that you are suing the town board



1 Q Thank you, sir.

2 You are also familiar with the fact that in the  
3 Tenafly case the Court referred to an eruv as an unbroken  
4 demarcation; are you not, sir?

5 THE COURT: Sustained.

6 BY MS. LICCIONE:

7 Q Mr. Tuchman, did you renew the memorandum of law in  
8 support of a preliminary injunction in this case?

9 A Yes.

10 Q That memorandum of law also referred to an eruv as an  
11 unbroken demarcation; did it not?

12 A I don't know. I'm sorry, I don't recall if it said  
13 that.

14 MR. SUGARMAN: Your Honor, I'll stipulate that  
15 that's what it says.

16 MS. LICCIONE: Thank you, Mr. Sugarman.

17 BY MS. LICCIONE:

18 Q Now, Mr. Tuchman, do you recall having submitted a  
19 declaration in support of the preliminary injunction?

20 A Yes.

21 Q And in that declaration, isn't it true you stated  
22 that Jewish law has developed a concept called an eruv,  
23 which, through the erection of symbolic markers, creates a  
24 literal and symbolic boundary?

25 A Yes.

1 Q Isn't it a fact, then, that the lechis are part of  
2 the symbolic marking?

3 A No, the lechis are just attached for religious  
4 purposes. They don't delineate anything. The wiring is  
5 there already. The wires are there. It's just what you  
6 are attaching to a pole for a particularly Jewish legal  
7 reason.

8 Q It's like you testified that the lechi are an  
9 essential element of the eruv; are you not?

10 A Yes.

11 Q Now, this symbolic boundary, sir, with the symbolic  
12 boundary in place, certain observant orthodox Jewish  
13 believers may carry and push; is that correct, sir?

14 A Yes, that is correct.

15 Q So with that in place, there is certain knowledge  
16 that an observant believer has, is that correct, sir, that  
17 it is safe or permitted to carry and push?

18 A If there is an eruv, that is correct.

19 Q If an orthodox believer is told that an eruv exists,  
20 he or she knows that they can conduct certain activities  
21 within that eruv; is that correct?

22 A Yes.

23 Q So that eruv then becomes a symbol to those orthodox  
24 believers; does it not, sir?

25 A I don't know what that means.

1 Q Well, it sends a message that they can conduct  
2 certain activities in that area. Isn't that your  
3 testimony?

4 A I don't know if it sends a message. They would know  
5 that they can now carry and push in that area.

6 MS. LICCIONE: Thank you.

7 Q Now, I think you recall a few days ago you were  
8 questioned by Jeltje DeJong, who was representing The  
9 Village of Quogue.

10 A Yes.

11 Q I think she asked you whether or not you knew that  
12 Estelle Rubinor is opposed to the eruv, and you testified  
13 that you knew that; is that correct?

14 A Yes.

15 Q Now, Ms. Rubinor is a patron of the synagogue; is she  
16 not, sir?

17 A She made a donation to the synagogue some 20 years  
18 ago, and so in the sense that if you are asking if she is  
19 a patron in that sense, the answer is yes.

20 Q Are you familiar with the Hampton synagogue, the  
21 summer of 2011 brochure?

22 A Yes.

23 Q Because you are the president of the synagogue, as we  
24 established?

25 A Yes.

1 Q Who prepared this agreement?

2 A I believe it was prepared by our licensing group.

3 Q Did you have anything to do with preparing it?

4 A No.

5 Q Do you have any -- withdrawn.

6 When was this agreement executed by Verizon?

7 A June 13th, 2011.

8 Q Were you present when it was executed?

9 A No.

10 Q Paragraph 13.13 of this Verizon agreement says,  
11 quote, licensee shall make written application utilizing  
12 the form identified as Exhibit A.

13 Do you see that?

14 A I do.

15 Q Did the East End Eruv Association submit the  
16 application to Verizon that this agreement requires?

17 THE COURT: What paragraph was that?

18 MR. SOKOLOFF: 13.13 of Plaintiffs' Exhibit 3,  
19 your Honor.

20 THE COURT: All right.

21 A I don't know.

22 Q Does the agreement contemplate that before Verizon  
23 takes a position on a proposed eruv, it would first have  
24 to submit an application to Verizon?

25 MR. SUGARMAN: Objection, your Honor. The

1 document speaks for itself.

2 THE COURT: I will allow it.

3 A I think the normal procedure is an application is  
4 filed with Verizon.

5 Q And is it your testimony as a Verizon witness  
6 testifying in this hearing that as you sit here now, you  
7 do not know whether the plaintiffs have even submitted an  
8 application for an eruv to Verizon?

9 MR. SUGARMAN: Objection.

10 Asked and answered.

11 THE COURT: Overruled.

12 I will allow it.

13 A What I said before was, I believe, that I don't know  
14 if they submitted an application in connection with this  
15 particular agreement.

16 Q By the way, does Verizon make any money when somebody  
17 puts up an eruv?

18 A I do not believe we charge an attachment fee for the  
19 lechis.

20 Q Does Verizon take any money at all in connection with  
21 an application to Verizon for an eruv?

22 A I believe we charge for the inspection of the poles  
23 prior to allowing for the installation of the lechis.

24 Q Has Verizon collected any money at all in connection  
25 with the agreement that is marked as

1 Plaintiffs' Exhibit 3?

2 A I believe we have.

3 Q When?

4 A I'm not sure.

5 Q How much money?

6 A I think it is less than a thousand dollars.

7 Q Now, take a look at page 10 of this agreement.

8 It has the signature of Matthews George; is that  
9 correct?

10 A Yes, correct.

11 Q And look at the next page in this agreement.

12 Who prepared this page?

13 A I don't know.

14 Q Is it part of the agreement?

15 A I'm not sure.

16 Q Is there any writing on it that indicates to you as  
17 the Verizon representative that this page is part of the  
18 agreement?

19 A I'm not sure whether it is part of the agreement.

20 Q Now, look at the next page, which is handwritten at  
21 the bottom, page 12; is that correct?

22 A Yes.

23 Q Do you know who wrote the number, "page 12"?

24 A I do not know.

25 Q Is this document part of the agreement?

1 Q And that motion was defeated three to two, correct?

2 A They voted not to put it on the agenda.

3 Q Right.

4 And do you recall the three trustees who voted  
5 not to put it on the agenda?

6 A Offhand, no.

7 Q Was Mr. Tucker one?

8 A I couldn't say with any certainty.

9 Q You ran for election in May of 2008, correct?

10 A Yes.

11 Q And in that election, you publicly opposed the  
12 concept of an eruv in Westhampton Beach, correct?

13 A My personal opinion, yes.

14 Q And that was expressed as part of your campaign for  
15 mayor, correct?

16 A Yes, it was.

17 Q And at that time, Mr. Tucker also expressed his  
18 opposition to the eruv in that campaign, correct?

19 A I can't say that with any certainty. I objected to  
20 it, as Mr. Tuchman said. There was a firestorm in the  
21 village, and everybody, the majority of the people, were  
22 against it.

23 Q So you changed your position based on the firestorm  
24 of opposition that you detected in the village, correct?

25 A It was originally an innocuous presentation by the

1 synagogue. We asked for further information, and we again  
2 asked for further information.

3 At another meeting, I believe shortly  
4 thereafter, I tried to present a resolution to either go  
5 forward with it or close it. And that's where it stood.  
6 It was never brought up officially for a vote. It was  
7 withdrawn by the synagogue.

8 Q But returning to this campaign in 2008 for mayor, it  
9 was your position that you were opposed to the eruv, and  
10 it was based on the firestorm of --

11 A It was based on public opinion.

12 MR. SOKOLOFF: Objection.

13 THE COURT: Sustained. Asked and answered.

14 MR. SUGARMAN: Thank you, your Honor. I'll move  
15 on.

16 BY MR. SUGARMAN:

17 Q And it's fair to say that your position on the eruv,  
18 your opposition to the eruv, continues to this day; is  
19 that right?

20 MR. SOKOLOFF: Objection. For the same grounds:  
21 legislative; deliberate thought practice, privilege;  
22 legislative testimonial privilege --

23 THE COURT: I'll allow it. His thinking today  
24 but not his thought process.

25 BY MR. SUGARMAN:



1 Q Forgetting the deliberations of the legislature, you  
2 have publicly proclaimed that you continue to oppose the  
3 eruv; isn't that correct?

4 A As I said, it was a personal opinion that I opposed  
5 it. It has never been brought before the board on any  
6 occasion for discussion, work with our attorneys on it or  
7 anything else. It was strictly the personal opinion of  
8 Conrad Teller, citizen of Westhampton Beach.

9 Q And mayor?

10 A I'm the mayor, but there has never been a decision by  
11 the mayor. We've never voted on it. We never discussed  
12 it. It was a preliminary brought before us. It was a  
13 preliminary brought by the synagogue for an application.

14 Q Do you distinguish in your statements between Conrad  
15 Teller, person, and Conrad Teller, mayor?

16 A I try to.

17 Q And is it your position that in your public  
18 statements you were talking personally as opposed to as  
19 the mayor of Westhampton Beach?

20 A At the time, yes. I was running for election.

21 Q Do you recall saying publicly that the board has  
22 taken a position that the public has spoken, and our  
23 understanding is that for an eruv, they need public  
24 support, and we don't believe they have the support of the  
25 public?

1 of a religious boundary in our community, I didn't think  
2 we should have to do that.

3 And to attempt to go outside our community and  
4 ask other leaders to decide what is best for our  
5 community, I felt that wasn't correct, and that's what I  
6 put down there.

7 MR. SUGARMAN: I offer 21 in evidence, your  
8 Honor.

9 THE COURT: In evidence.

10 (Whereupon, Plaintiff Exhibit 21 was received in  
11 evidence.)

12 THE WITNESS: And I was running for campaign.

13 MR. SUGARMAN: I'm sorry?

14 THE WITNESS: I was running for office.

15 BY MR. SUGARMAN:

16 Q And you were trying to get votes from your  
17 constituency, and you told all of them you were opposed to  
18 the eruv. Right?

19 A It says what I said there, right.

20 Q And a year later you ran for mayor, correct?

21 A Yes.

22 Q At that time you told the voters of Westhampton Beach  
23 that "the eruv will never happen on my watch."

24 Did you say that?

25 A Yes, I did.

1 MR. SUGARMAN: I have no further questions, your  
2 Honor.

3 CROSS-EXAMINATION

4 BY MR. SOKOLOFF:

5 Q Mr. Tucker, I want you to take a look at what is  
6 marked as Exhibit K to the complaint in this matter.  
7 There was some testimony about it earlier today.

8 This is a letter dated October 19th, 2008, from  
9 Robert Sugarman to Conrad Teller, Toni-Jo Birk, James  
10 Kametler, K-A-M-E-T-L-E-R, Joan Levan and Hank Tucker.

11 Take a look at that.

12 Did you receive that letter from Mr. Sugarman?

13 Take a moment.

14 A Yes.

15 Q Now, on October 19th, 2008, Mr. Sugarman says, there  
16 are two requirements under Jewish law in order for an eruv  
17 to be valid. First, there must be a proclamation  
18 delineating and renting the area for use as an eruv from a  
19 public official whose jurisdiction includes the area in  
20 which the eruv is to be constructed.

21 MR. SUGARMAN: Objection, your Honor.

22 MR. SOKOLOFF: I haven't asked a question.

23 THE COURT: He hasn't asked a question. It's a  
24 long introduction, but go ahead.

25 BY MR. SOKOLOFF:

1 Q How did you feel as a trustee of a civilian  
2 government giving a religious proclamation as described by  
3 Mr. Sugarman?

4 MR. SUGARMAN: Objection, your Honor.

5 THE COURT: That's okay. Go ahead.

6 A I felt that there was no place -- and this was as we  
7 discussed with counsel --

8 BY MR. SOKOLOFF:

9 Q Well, don't say what was discussed with counsel. I  
10 just want to know what your thoughts were.

11 A My thoughts were simply that it was not proper for a  
12 government to establish religious boundaries. And  
13 according to their own laws, they were requesting us to  
14 establish a religious boundary, and that they needed our  
15 blessing and a proclamation from our village.

16 Q And it was -- the first time that you heard that the  
17 plaintiffs said they don't need a proclamation from the  
18 village, is the first time you ever heard that in this  
19 courtroom?

20 A Yes. I was very surprised.

21 Q And when you were giving your public position on the  
22 eruv, as you testified to in response to what Mr. Sugarman  
23 asked you, and when you wrote the campaign literature, was  
24 it in your mind that what they wanted was a proclamation  
25 from the government?

**EXHIBIT L**

ERUV

ERUV-LECHI STAVE AGREEMENT

THIS AGREEMENT, made as of the 16 day of Aug, 2010, between VERIZON NEW YORK INC., a corporation of the State of New York, having its principal office at 140 West Street, New York, New York 10007 (hereinafter called "Licensor"), and East End ERUV Associates corporation organized and existing under the laws of the State of New York, having its principal office at 1775 B'dway, N.Y. NY. 10119 (hereinafter called "Licensee").  
6th Floor

WITNESSETH:

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

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

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

SCOPE OF AGREEMENT

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

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

CONSTRUCTION OF ERUV

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

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

RECEIVED  
MAY 11 2010  
By \_\_\_\_\_

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

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

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

#### MAINTENANCE OF ERUV

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

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

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

#### INSPECTION

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

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

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

#### LIABILITY

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

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

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

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

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

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

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



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

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

#### NOTICE TO PARTIES

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

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

#### LICENSE NOT EXCLUSIVE

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

#### ASSIGNMENT OF RIGHTS

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

#### TERM OF AGREEMENT

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

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

WAIVER OR TERMS AND CONDITIONS

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

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

East End ERU Association, Inc Licensee

by Marvin T. Tenzor, Pre

5/10/10

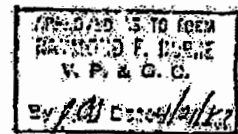
Date

[Signature]

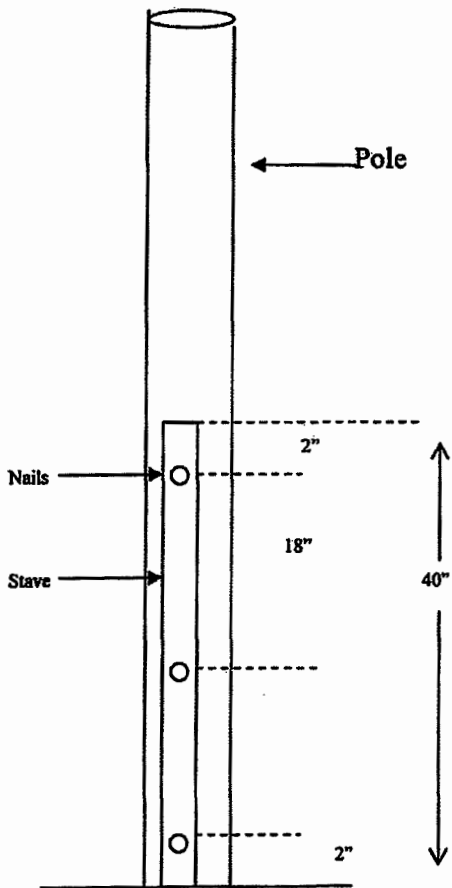
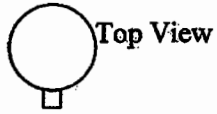
Verizon New York Inc.

8/16/10

Date



**EXHIBIT A**



**SPECIFICATIONS**

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

EXHIBIT B

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

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

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

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

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

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