

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

EAST END ERUV ASSOCIATION, INC.,
MARVIN TENZER, MORRIS TUCHMAN,
CLINTON GREENBAUM, ALAN H.
SCHECHTER, and CAROL SCHECHTER

Plaintiffs,

-against-

THE VILLAGE OF WESTHAMPTON BEACH,
CONRAD TELLER, individually and in his official
capacity as Mayor of the Village of Westhampton
Beach, TONI-JO BIRK, LEOLA FARRELL,
JOAN S. LEVAN, HANK TUCKER, each
individually and in their official capacities as
Trustees of the Village of Westhampton Beach,
THE VILLAGE OF QUOGUE, PETER
SARTORIUS, individually and in his official
capacity as Mayor of the Village of Quogue,
RANDY CARDO, JEANETTE OBSER,
KIMBERLEY PAYNE, and TED
NECARSULMER, each individually and in their
official capacities as Trustees of the Village of
Quogue, THE TOWN OF SOUTHAMPTON,
ANNA THRONE-HOLST, individually and in her
official capacity as Supervisor of the Town of
Southampton, NANCY S. GRABOSKI,
CHRISTOPHER R. NUZZI, JAMES W.
MALONE, BRIDGET FLEMING, each
individually and in their official capacities as
members of the Town Council of the Town of
Southampton

Defendants.

Index No. CV 11-0213

Hon. Leonard D. Wexler

**DECLARATION OF MARVIN TENZER PURSUANT TO 28 U.S.C. § 1746
IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION**

I, MARVIN 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 Preliminary Injunction.

2. I maintain my primary residence in Westhampton Beach, New York. If the EEEA is not permitted to establish an eruv in the Municipalities (as defined below), my family and I will continue to be denied the right freely to practice our religion.

3. I have a three-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.

4. I am also aware of others who are temporarily or permanently confined to a wheelchair who are unable to observe Shabbat and Yom Kippur to their fullest in Westhampton and in the surrounding towns and villages because the absence of an eruv renders them homebound on those days.

5. 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 (collectively, the "Municipalities").

6. The EEEA concluded that the most practical and unobtrusive form of eruv for the Municipalities would involve the attachment of small wooden strips called "lechis" along the sides of some telephone or utility poles along the eruv's circumference. After we determined

that no local, county, or state law or ordinance prohibited the construction of an eruv in, or required approval of, the Municipalities, EEEA sought to pursue the establishment of the eruv through private contracts. Accordingly, shortly after the EEEA was formed, I and other members of the EEEA approached Verizon New York, Inc. ("Verizon") and the Long Island Power Authority ("LIPA") to request permission to affix lechis to their utility and telephone poles in and around the Municipalities. Shortly after the EEEA presented its proposals to Verizon and LIPA, we executed agreements, whereby Verizon and LIPA agreed to allow the EEEA to affix lechis to their utility and telephone poles, subject to certain terms and conditions. Copies of these agreements are attached hereto as Exhibits "A" and "B."

7. The specific lechis that we proposed to affix to Verizon's and LIPA's utility and telephone poles are small wooden strips which will only be no larger than 1"x4"x40" (and may be half that size). Lechis such as these are unobtrusive and almost unnoticeable from the street level. Indeed, it would be almost impossible for an ordinary observer to notice the lechis at all, and then only once he or she is told where to look for them. The lechis are smaller and less obtrusive than any of the various signs, notices, and banners that I have seen attached to the utility and telephone poles in the Municipalities from time to time. Moreover, the lechis would bear no visible markings and the EEEA would bear full responsibility for their upkeep and replacement if they become detached from the poles. In fact, the EEEA has taken out insurance on the lechis at its own expense to cover any costs or damages associated therewith.

8. On or about September 17, 2010, Verizon advised EEEA that it was aware of opposition to the eruv by some of the Municipalities and that it would no longer honor its agreement until any such issues were resolved. Accordingly, the agreement between EEEA and

Verizon has been on "hold" since September of 2010, except that the requisite insurance remains in place.

9. On or about October 22, 2010, LIPA spokeswoman Vanessa Bard-Streeter publicly stated that LIPA had "been put on notice by some of the affected municipalities that the attachment of the Eruv would violate local zoning codes" and that LIPA was "currently looking into this further." The agreement between EEEA and LIPA has been on "hold" since November of 2010.

10. The actions of the Municipalities are preventing the establishment of an eruv. I, therefore, respectfully request that this Court grant Plaintiffs' application for a preliminary injunction.

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

Executed on March 14, 2011

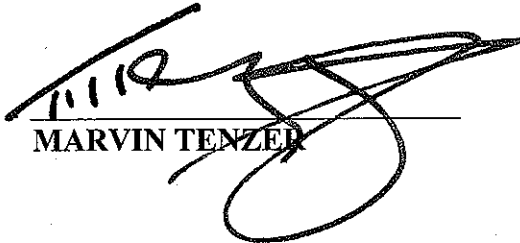

MARVIN TENZER

Exhibit A

The Verizon Contract

Exhibit B

The LIPA Contract