

# CATANIA, MAHON, MILLIGRAM & RIDER, PLLC

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June 10, 2015

**Via Hand Delivery and Facsimile: (845) 783-9491 & (845) 782-5597**

Village Board of the Village of Kiryas Joel  
Village Hall  
P.O. Box 566  
Monroe, New York 10949

Town Board of the Town of Monroe  
Town Hall  
11 Stage Road  
Monroe, New York 10950

RE: Proposed Annexation of Land in the Town of Monroe  
Comments on 164 Acre and 507 Acre Petitions (hereinafter the "Petitions")  
Our File No.: 03923-62403

Dear Honorable Members of the Village and Town Boards:

This firm represents the Town of Woodbury and we submit these comments on behalf of the Town Board. These observations are limited to the Petitions themselves with respect to compliance with General Municipal Law (GML) Article 17, specifically including, but not limited to, GML Section 705(a) through (d).

Many of the parcels proposed to be annexed into the Village of Kiryas Joel abut land located within the Town of Woodbury. In addition, there are existing roads maintained by the Town of Woodbury that eventually serve many of the subject parcels. Finally, the lands to be annexed are proposed to be serviced by the Village's existing wastewater treatment facility

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which eventually ties into the same wastewater treatment facility that services the residents of the Town of Woodbury. Thus, the proposed annexations create concerns with respect to the Town of Woodbury's community character and the public facilities that serve its residents.

**Comments on the 507 Acre Petition**

- (a) Whether the persons signing the petition are qualified to sign the same?

Given the fact the petition was signed almost two (2) years ago, we believe some of the information needs to be updated because a few of the signatories do not match the records provided on the website for the Orange County Department of Real Property Tax Services (hereinafter the "County's Website"). In fact, we question whether the entire petition is stale given the passage of time.

In addition, regardless of the language in Paragraph 5 of the petition, corporate resolutions or other authorizations should be produced to confirm the signatories were authorized to sign on behalf of other individuals, or entities.

See attached Exhibit A for a complete list of possible discrepancies. Any parcel where it is shown the person signing the petition is not qualified to do so, should be removed from annexation consideration.

- (b) Whether the persons signing the petition represent the owners of a majority in assessed value of the proposed area to be annexed based upon the last preceding town assessment roll?

Since the petition is based upon the Town of Monroe's final assessment roll for 2013, the assessed values for all the proposed parcels to be annexed should be updated to reflect the assessment roll for 2015 since the annexation proceeding is likely to extend beyond July 1, 2015.

Notwithstanding the above, there are discrepancies between the assessed values stated in the petition and the 2013 records maintained on the County's Website. See Exhibit B for a list of properties that may have incorrect assessment values.

Once the assessed values and proper signatories are confirmed, it should be determined whether the persons signing the petition represent the owners of a *majority* in assessed value of the proposed area to be annexed.

- (c) Whether the petition substantially complies, in form or content, with the provisions of GML Article 17?

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The petition describes the land to be annexed via a legal description in "Exhibit A" and a map provided as "Exhibit B" of the petition. However, there appears to be instances where parcels proposed to be annexed are not included in the description in "Exhibit A" of the petition, but are included in the map attached as "Exhibit B" to the petition. Under GML Section 703(1), all parcels to be annexed must be adequately described. Here, there are possibly 17 parcels inadequately described. See a list of parcels that have not been properly described attached as Exhibit C to this letter. If these parcels are not adequately described, then the petition violates GML Section 703(1) and should be denied.

**Comments on the 164 Acre Petition**

- (a) Whether the persons signing the petition are qualified to sign the same?

Once again, regardless of the language in Paragraph 5 of the petition, corporate resolutions or other authorizations should be produced to confirm that the signatories were authorized to sign on behalf of other individuals, or entities.

See attached Exhibit D for a complete list of possible discrepancies with the information provided on the County's Website. Any parcel where it is shown the person signing the petition is not qualified to do so, should be removed from annexation consideration.

- (b) Whether the persons signing the petition represent the owners of a majority in assessed value of the proposed area to be annexed based upon the last preceding town assessment roll?

It appears the total sum of the assessed values listed in the petition is inaccurate. The sum of all the assessed values for all the parcels might be higher than noted in the petition. The number should be confirmed. In addition, the assessed values for all the proposed parcels to be annexed should be updated to reflect the assessment roll for 2015 since the annexation proceeding is likely to extend beyond July 1, 2015.

Once the assessed values and proper signatories are confirmed, it should be determined whether the persons signing the petition represent the owners of a *majority* in assessed value of the proposed area to be annexed.

**Conclusion**

The Town Board also questions whether the proposed Petitions are in the overall public interest. The approval of either petition would create numerous "island parcels" that remain

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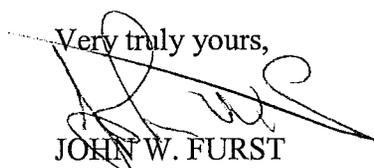
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under the jurisdiction of the Town of Monroe, but are surrounded by land located within the Village of Kiryas Joel (see Exhibit E attached to this letter for a list of "island parcels" associated with each petition). Based upon the prevailing case law, the creation of baroque and unnatural boundaries should be avoided. It is well settled that proposed annexations that result in such unnatural boundaries are not in the public interest. See, Village of Pomona v. Town of Haverstraw, 567 N.Y.S.2d 791, 171 A.D.2d 861 (2d Dept. 1991) and City of Middletown v. Town of Wallkill, 286 N.Y.S.2d 369, 19 A.D.2d 561 (2d Dept. 1967).

In addition, the higher density development proposed with the annexation will negatively impact the Town of Woodbury's community character and the public facilities that serve its residents. The Town's rural suburban disposition in the area adjacent to the lands to be annexed will now abut high density urban-like developments that will increase traffic and noise impacts and completely change the view shed of that portion of the Town of Woodbury. In addition, the expansion of the Village of Kiryas Joel will place a strain on the County's ability to properly treat the wastewater for those areas of the Town that share the same wastewater treatment facility as the Village of Kiryas Joel. Finally, the potential loss of somewhere between 71 tax parcels (under the 164 acre petition) to 177 tax parcels (under the 507 acre petition) from the Town of Monroe's tax rolls, will significantly reduce the tax base for the Monroe-Woodbury School District because the Village of Kiryas Joel School District has already stated it would extend its boundaries to be co-terminus with the new Village boundaries. The Monroe-Woodbury School District serves residences of both the Town of Monroe (excluding the Village of Kiryas Joel) and the Town of Woodbury.

We ask that these remarks be adequately addressed by the Village and Town Board prior to making its final determination on the annexation Petitions. If you have any questions or comments regarding the above, please feel free to contact our office. Thank you.

Very truly yours,



JOHN W. FURST

JWF/lr/1088082

cc: (Via e-mail only)

Town of Woodbury Town Board  
Tim Miller Associates, Inc.

*Pursuant to IRS Regulations, any tax advice contained in this communication or attachments is not intended to be used and cannot be used for purposes of avoiding penalties imposed by the Internal Revenue Code or promoting, marketing or recommending to another person any tax related matter.*

EXHIBIT A  
WHETHER THE PERSONS SIGNING THE PETITION ARE QUALIFIED  
507 ACRE PETITION

1. For Parcel 1 -1 -14, the records maintained by the Orange County Real Property Tax Services Office lists "Goldie Friedman" as an owner; however the petition shows "Goldy Friedman" as a signer.
2. For Parcel 1 -1 -26.1, the records maintained by the Orange County Real Property Tax Services Office lists "Ernes 1, LLC" as owner; however the petition shows "Isador Landau" incorrectly as owner and signer.
3. For Parcel 1-1-39, the records maintained by the Orange County Real Property Tax Services Office lists "Port Orange Holdings LLC" as owner; however the petition shows "Port Orange Holdings" as owner with "Isador Landau" as signer.
4. For Parcel 1-2-8.222, the records maintained by the Orange County Real Property Tax Services Office lists "Beth Freund" as owner; however the petition shows "Leopold Freund" as incorrect signer.
5. For Parcel 1 -2-8.11, the records maintained by the Orange County Real Property Tax Services Office lists "Pincus J. Strulovitch" as an owner; however the petition shows "Joseph Strulovitch" as incorrect signer.
6. For Parcel 1-2-13, the records maintained by the Orange County Real Property Tax Services Office lists "Resi Mittelman" as owner; however the petition shows "Akiva Klein" as owner. In addition, this is not signed and should be excluded from the calculation when determining whether a majority have signed.
7. Parcels 1-3-12 & 1-2-8.11 appear to have the same signature but not the same owner name.
8. Parcel 1-3-14.21 has two (2) separate corporate owners; Amazon Rlty Assoc Inc & Burdock Rlty Assoc Inc . but only one (1) person signed (Elozer Gruber). Thus, we need proof that Gruber is authorized to sign on behalf of both entities.
9. Parcel 1-3-15 has two (2) separate corporate owners; Amazon Rlty Assoc Inc & Burdock Rlty Assoc Inc, but only one (1) person signed (Elozer Gruber). Thus, we need proof that Gruber is authorized to sign on behalf of both entities.
10. Parcel 1-3-40 has two (2) separate corporate owners; Amazon Rlty Assoc Inc & Burdock Rlty Assoc Inc. but only one (1) person signed (Elozer Gruber). We need proof that Gruber is authorized to sign on behalf of both entities.
11. For Parcel 43-3-3 the records maintained by the Orange County Real Property Tax Services Office lists "Ester Arnstein" as one of the owners; however the petition shows "Esther Arnstein" as owner/signer.
12. For Parcel 43-5-3.2 the records maintained by the Orange County Real Property Tax Services Office lists both "Henry Weinstock & Chana

- Weinstock" as owners; however the petition shows only "Henry Weinstock" as owner/signer.
13. For Parcel 43-5-6 the records maintained by the Orange County Real Property Tax Services Office lists "257 Mountainville Trust" as the owner; however the petition shows "257 Mountainville Trust/Erwin Landau Tr." as the owner with "Erwin Landau" as the authorized signer.
  14. For Parcel 63-1-1.-2 the records maintained by the Orange County Real Property Tax Services Office lists "Hannah Perlstein" as the owner; however the petition shows "Hana Perlstein" as owner/signer.
  15. For Parcel 65-1-25 the records maintained by the Orange County Real Property Tax Services Office lists "Joel Brach & Helen Brach" as owners; however the petition shows "Joel Brach" as the only owner/signer.
  16. For Parcel 66-1-1.-1 the records maintained by the Orange County Real Property Tax Services Office lists "282 Mountainville Drive, LLC" as owner; however the petition shows "Joel Reisman" as owner and "Paula Reisman" as signer.
  17. For Parcel 66-1-1.-2 the records maintained by the Orange County Real Property Tax Services Office lists "282 Mountainville Drive, LLC" as owner; however petition shows "Joel Reisman" as owner/signer.

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EXHIBIT B  
POSSIBLE INCORRECT ASSESMENT VALUES UTILIZED IN PETITION  
507 ACRE PETITION

Parcel Number	Value in Petition for 2013	Value Shown on County's Website for 2013
1-1-16	\$20,700	\$20,400
1-1-20	\$100,000	\$95,400
1-2-11.12	\$57,000	\$11,200
1-2-32.11	\$69,300	\$84,000
1-2-32.211	\$61,100	\$64,200
1-3-12	\$69,500	\$82,600
1-3-17.1	\$71,400	\$14,000
43-1-2	\$22,000	\$72,100
43-5-6	\$61,100	\$64,300
1-2-30.51	\$61,100	\$70,800

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EXHIBIT C

ISSUES WITH DESCRIPTIONS  
507 ACRE PETITION

Following parcels are included in the proposed annexation but not described in "Exhibit A" of the petition, but shown on "Exhibit B" of the petition: 1-1-11.22, 43-1-13, 43-1-14, 43-3-6, 43-4-1, 43-4-3, 43-4-4, 43-5-10, 43-5-11, 1-1-11.21, 1-1-4.2, 1-1-4.32, 43-1-15, 59-2-1.-1, 59-2-2.-2, 59-2-1.-3, 65-1-32.

EXHIBIT D  
WHETHER THE PERSONS SIGNING THE PETITION ARE QUALIFIED  
164 ACRE PETITION

1. Parcel 1-3-14.21 has two (2) separate corporate owners; Amazon Rlty Assoc Inc & Burdock Rlty Assoc Inc – only one (1) person signed (Elozer Gruber). Need proof that Gruber is authorized to sign on behalf of both entities.
2. Parcel 1-3-15 has two (2) separate corporate owners; Amazon Rlty Assoc Inc & Burdock Rlty Assoc Inc – only one (1) person signed (Elozer Gruber). Need proof that Gruber is authorized to sign on behalf of both entities.
3. Parcel 1-3-40 has two (2) separate corporate owners; Amazon Rlty Assoc Inc & Burdock Rlty Assoc Inc – only one (1) person signed (Elozer Gruber). Need proof that Gruber is authorized to sign on behalf of both entities.
4. Parcel 1-2-8.11 has two (2) separate individual owners but is signed by only one (1) person (Pincus J. Strulovitch). The petition should be signed by both owners.
5. Parcel 1-3-1.3 has four (4) distinct owners listed on the County's website as follows: Elimelech Schwartz, Trustee; The AES 11-07 Trust; Bakertown Realty Equities LLC; Jacob Bandura. However, there are only three (3) owners and signatures on the Petition and they are not listed properly or in the entirety. Four (4) signatures are needed for the four (4) owners/owner entities; Need proof that signers are authorized to sign on behalf of entities and that Jacob Bandura signs for himself.
6. Parcel 1-2-8.222 is owned by an individual named Beth Freund but is signed by Leopold Freund, by what authority does Leopold Freund sign on behalf of Beth Freund?

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EXHIBIT E

“ISLAND PARCELS” FOR 507 ACRE PETITION

Those with the following tax map identification numbers: 1-1-4.1; 1-1-15; 1-1-25.1; 1-1-40; 1-2-30.2; 1-2-30.3; 1-2-30.4; 1-2-30.9; 1-2-32.3; 2-1-2.4; 2-1-4.3; 2-1-5.221; 43-1-3; 43-1-4; 43-1-5; 43-1-16; 43-2-2; 43-2-8; 43-3-4; 43-3-5; 43-3-7; 43-3-8; 43-3-9; 43-3-10.1; 43-3-10.2; 43-5-9; 43-5-12; 59-1-1.1; 59-1-1.-2; 2-1-2.4; 2-1-27; and 2-1-26.222

“ISLAND PARCELS” FOR 164 ACRE PETITION

Those with the following tax map identification numbers: 1-3-16.1; 1-3-16.2; 2-1-4.31; 2-1-5.221; 2-1-24; 2-1-27; 2-1-26.222



# STEVEN M. NEUHAUS

COUNTY EXECUTIVE

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Today's hearing is clearly of interest to ALL of Orange County. I am given three minutes to speak, but our comments tonight are supplemented in writing and will be further added to relative to the DGEIS by June 22. While I am here as the County Executive today, I grew up in Monroe, graduated from Monroe-Woodbury, have served as a volunteer firefighter in this Town, and have family who live here.

The fundamental question asked in every annexation is as follows:

Whether "it is in the overall public interest to approve such proposed annexation"?

The question is of "public interest."

As the **Chief Executive Officer** of Orange County though, let me answer it clearly: Granting these annexation Petitions IS NOT in the overall public interest. Period.

The short answer having been stated, let's get to the substance.

The county believes that there will be fiscal and administrative impacts on the services it provides, and that those impacts will be contrary to the public interest. These comments provide a broad overview of those potential impacts, and the county will be supplementing the record with data and/or factual information related to these issues on or before June 22nd.

I note for the record that I have been receiving negative comments from an official from the Village of Kiryas Joel and from Monroe about the County's decision to complete this analysis. I respectfully must disagree. This is County business.



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I assume those complaints are intended to set up litigation by Kiryas Joel against the County. The fact is Kiryas Joel is already in litigation with the County. **For the record though**, were a massive annexation which has the potential to dramatically facilitate growth that also has overwhelming opposition from many others in the impacted community ever to be proposed elsewhere, I would push for this same type of County review. This is about the overall public interest.

Our initial written comments are attached. These comments include the following concerns:

1. Errors and inconsistencies of the descriptions of the Annexation territory.
2. The concerns that the Petition may impact County parkland.
3. Anticipated growth.
4. Social Services Costs.
5. Impact on Early Intervention and School District costs.
6. Impact on public health monitoring.
7. Impact on emergency services and loss of tax base to the fire district that presently covers the area proposed to be annexed.
8. The flawed nature of the traffic study.
9. The inconsistent use of varying demographic measurement methodologies.
10. The unnecessarily limited population projection timeframe utilized in the DGEIS.



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11. The errors in wetland impacts.

12. Wastewater impacts and impacts on the Ramapo River.

Those preliminary comments are provided tonight in greater detail than I have just presented, and are now on the County website – [www.OrangeCountyGov.com](http://www.OrangeCountyGov.com). I have directed the County Planning Department to provide additional written comments to the Village on the DGEIS prior to the close of business June 22, 2015.

The question before your Boards is whether the proposed annexations are in the overall public interest. The answer is “no”.  
Thank you.



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## SUPPLEMENTAL WRITTEN COMMENTS ON BEHALF OF THE COUNTY OF ORANGE

By: Steve Neuhaus, Orange County Executive

The County of Orange hereby supplements the oral comments made by the County Executive today, June 10, 2015 consistent with the Village of Kiryas Joel Notice of General Municipal Law Article 17 Joint Public Hearing on two, overlapping Petitions for Annexation of Territory in the Town of Monroe to the Village of Kiryas Joel, dated May 1, 2015. Our comments also apply to the Village of Kiryas Joel, Village Board Resolution, dated May 1, 2015 setting a public hearing of June 10, 2015 and written comment period through June 22, 2015 on the Draft Generic Environmental Impact Statement (DGEIS) for the same two (2) Petitions for Annexation – one referred to as a proposed 507-acre Annexation and the second referred to as a 164-acre Annexation. The oral comments, as prepared for delivery, are attached hereto and made a part hereof.

County comments were prepared based on interviews with a range of interested parties as well as research conducted by a team of County senior staff from key agencies led by the County Planning Commissioner, David Church, AICP and assisted by a professional consultation team led by the Center for Governmental Research (CGR). County comments seek to assist in defining what is in the overall public interest for all constituents within the County.

Our comments today address a set of key documents that are the subject of the June 10, 2015 Public Hearing. First, County



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comments are directed at the Petitions for Annexation. Second, the County today provides preliminary comments on the DGEIS and will provide more detailed, written comments on the DGEIS on or before close of business June 22, 2015.

## Petitions for Annexation

Both Petitions for Annexation contain multiple errors and inconsistencies in identifying tax parcels within the "annexation territory" (see Attachment A; List of Parcel Errors on Petition for Annexation). Consistent identification of unique tax parcels is needed throughout the petition document and with the three (3) exhibit attachments, each of which currently draws upon a different source of tax parcel data and identifiers. Furthermore, there is a high likelihood that these discrepancies may have led to inadequate or insufficient public notice regarding the petition and/or inclusion in the affected areas, which is not in the public interest of those affected. The document must be revised so that only one identifier (SBL) is used to identify each tax parcel proposed for annexation throughout this petition.

For example, the proposed 507 acre Petition document includes tax parcel 43-3-1 with four (4) owner signatures, lists tax parcel 43-3-1 within the description of Area I in Exhibit A, yet provides the 2013 assessment value for three (3) other tax parcels (59-2-1.-1, -2 & -3) within Exhibit C. The true tax lot identifiers for these parcels are 59-2-1.-1, 59-2-1.-2, & 59-2-1.-3. In a second example, an owner signature is provided for both tax parcels 43-5-10 & 43-5-11, and the 2013 assessment value for both tax parcels is provided within Exhibit C; however, neither parcel is listed within the description of Area VIII in Exhibit A. A list of the errors we have been able to identify is annexed hereto as Exhibit "A". We cannot be certain this list is complete.

The County notes that the Petition for Annexation referred to as the proposed 507 acres Annexation includes the following parcel owned by the County of Orange and operated as parkland - Town of Monroe SBL: 1-1-5, 7.0 acres. The inclusion of County Parkland within the petition for annexation of territory remains a matter of concern and has the potential to cause several adverse impacts that would not be in the public interest. First, while the Petition was filed at the conclusion of the last Administration, no public notice has been located stating that a County-owned parcel, specifically SBL 1-1-5, was being included within and as part of the petition for annexation of territory. This 7-acre parcel constitutes a portion of a significant County park facility known as Gonzaga Park, and also accommodates the routes of the Highlands Trail and Long Path – two regionally-significant hiking trails. Any future impacts to the park as a result of



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annexation into the Village of Kiryas Joel must be evaluated within the context of the anticipated scale and intensity of development that will likely occur at neighboring properties, as well as an increase of patronage from nearby Village residents and additional needs for particular amenities or services. Preservation of the aforementioned hiking trails must also be ensured in the future, as such trails are characterized by undeveloped, natural landscapes and dramatic scenic views of Orange County; as such, any new development on the annexation territory will have the potential to negatively impact the natural qualities of these regionally-significant hiking trails.

As such we express concern about the lack of documentation on the public interest and potential impacts of including such lands, without our agreement, on operations of this parkland including issues of public access. Until this is satisfactorily addressed, we cannot support inclusion of these lands in any Annexation.

## **Additional Comments on Petitions for Annexation.**

The County of Orange, after review of NYS General Municipal Law §711 and in its capacity as the elected representatives of all county residents, is further obliged to provide additional comments on whether, in the words of the statute, "it is in the overall public interest to approve such proposed annexation."

The county's position stated above is based on the following assumptions concerning the annexation:

The stated purpose of the annexation is to accommodate an expansion of the population of the Village of Kiryas Joel, as the capacity of the Village to add additional housing units within its current confines is constrained.

The immediate and predictable outcome of the annexation is to replicate the land use pattern now in place in the Village in the annexed lands.

Approval of the annexation will have the effect of increasing the number of housing units within the 507 acres under consideration and increasing the population. Moreover, the Petition, in our view, is based on an assumption that identical growth will occur with or without the annexation. If that is true, could not that identical growth happen by an even greater amount with the annexation. Put more simply, if the Village will grow vertically if not permitted to grow horizontally, what is to stop the growth from being vertical AND horizontal if horizontal growth is permitted.

Calculated on a *per capita* basis, a large proportion (61%) of the current population of Kiryas Joel is estimated to have income below the federal poverty line, thus is eligible for an array of social services, including Medicaid, Supplemental Nutrition Assistance Program (SNAP), Home Energy Assistance Program (HEAP) and others. These programs are funded by local, state and federal taxpayers. All other things being equal, an increase in the proportion of the total population eligible for



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services will increase the burden on the general taxpayer, and the county should expect to see a net spending increase. We will provide a detailed estimate of this increase in our comments to be submitted by June 22.

Cost impacts, by county department or school district  
Department of Health

## Early intervention evaluations and services

Both program and administrative costs for early intervention evaluations and services (EIS) for birth-three and pre-K are likely to increase as the total population rises.

In addition, to the extent that children whose parents live elsewhere reside with extended family in Kiryas Joel, Early Intervention Costs rise. It would be helpful to quantify whether that is occurring.

Environmental health: The number of facilities for which the environmental health division is responsible (i.e., school and daycare food services; summer camps; food service establishments; and swimming pools) is likely to increase with an increase in total population.

Public health services and programs: The increase in population will increase the cost of monitoring and planning for immunization and infectious disease prevention and control services, particularly as they pertain to high-density housing.

## Social Services

Medicaid: The total cost to NYS and the federal government of providing Medicaid services will rise with the anticipated increase in the number of residents qualifying for Medicaid services. New York State has presently capped Orange County's share of program costs and is reducing its share of administrative costs. The increase in population is likely to have little or no impact on the Orange County Government's Medicaid burden if County Medicaid costs remain capped. If that changes, however, County costs could increase significantly.

Supplemental Nutrition Assistance Program (SNAP): Fully federally funded, the increase in spending on SNAP that may occur as a result of this increase in population will not increase the cost to Orange County taxpayers.

Department of Mental Health: Although a significant portion of the DMH's budget is funded by Orange County, it does not appear that the Kiryas Joel community members access those services. Therefore, little to no cost increases are expected.



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## Emergency Services

**Emergency Medical Services:** The proposed annexation will have no impact on the provision of EMS in the annexed properties. Kiryas Joel Volunteer EMS (KJEMS) will need to increase its staffing and equipment.

**Emergency Communications:** The residents of KJ often call a private call center with Yiddish operators to request emergency assistance. An increase in population will likely not be an increased burden on the 911 Center.

**Fire Service: Boundaries and Tax Impact:** Under state law, the boundaries of a fire district do not automatically change when the boundaries of a village expand. However, Town Law §182 notes that resident taxpayers can petition the Town Board to diminish the fire district borders to exclude the annexed territory. The law states that the Town Board shall diminish the said fire district based on the petition. Presumably, this would occur if the annexation were to move forward.

If the fire district outside the Village of Kiryas Joel is reduced in size, the fire district may see a net increase in cost per dwelling unit: Although the district will confront a reduction in tax base (as the assessed value of real property within the district will have fallen by \$9.2 million), there will not be a substantial reduction in costs. Despite the potential reduction in calls for service, labor is volunteer and most of the capital and operational costs are fixed. If the tax base falls without a corresponding reduction in cost, the tax burden on remaining taxpayers would rise.

**Fire Suppression:** The Village of KJ Fire Department (KJFD) has appropriate response apparatus for a village of its current size and building types. KJFD has a mixed volunteer and paid company of firefighters. The majority of the volunteer firefighters have beards that prevent an adequate seal for self-contained breathing apparatus (SCBA) mask. Firefighters are required by OSHA to wear a mask when fighting a fire or operating in other immediately dangerous to life hazard (IDLH) conditions. Therefore, it is a violation of OSHA standards for the majority of their volunteers to fight a fire inside a burning building. KJFD compensates for this fact by hiring firefighters from nearby areas to respond on call to conduct interior operations at fire scenes. KJFD also hires firefighters to staff their station and equipment on approximately 75 days each year when religious observance would prevent firefighters from performing firefighting duties.

A larger village with more buildings and residents will have more fires and other emergencies. Under KJFD's current operational model, they will likely need to increase the number of times that they request mutual aid. This increased demand for service from neighbors would not be offset by any additional revenue for the neighboring departments.



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## Department of Planning

Transit Program Administration: The Village operates a municipal transit service for which the County Planning Department administers supporting Federal and State transit grants. The sole county cost arises from the non-federal, non-state ten percent county share of grant administration costs, which include overall operator oversight activities regarding village transit operations and maintenance of federally-supported bus equipment.

To date we have not identified other significant county expenditures that will experience an increase in cost as a result of an expansion of the population in the properties proposed for annexation.

### Inconsistency With Town of Monroe Comprehensive Plan

The Annexation Proposal is inconsistent with Town of Monroe's Comprehensive Plan.

The annexation territory is comprised of lands currently zoned by the Town of Monroe as Rural Residential (RR-1 and RR-3) as well as smaller areas zoned Urban Residential Multi Family (URM). The Town of Monroe Comprehensive Plan references these zoning areas and while it acknowledges some of the Rural Residential Areas may be located in close proximity to the Village, these lands are not targeted for increases in development density. The Town of Monroe notes that because of the development constraints and sensitive characteristics of the lands, it recommends the use of clustering, limiting tree clearing, avoidance of siting development on ridges, and use low impact development techniques. Annexation will permit the Village (as described in the DGEIS) to rezone the lands PUD and permit development densities inconsistent with the Town's vision (and public interest).

### EDUCATION

Monroe-Woodbury Central School District (MWCS D):

Special education services, including: If the annexed lands are not moved from the MWCS D to Kiryas Joel School District (KJSD), MWCS D will likely experience an increase in out-of-district placements by the Committee on Special Education for students with disabilities sent to KJSD.

Services to children with disabilities whose parents place them with extended family in Kiryas Joel for the purpose of accessing special education services (5-21).

If the annexed lands are not moved from the MWCS D to Kiryas Joel School District (KJSD), MWCS D will incur the cost of transportation, transition, support, and



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academic and health screening services for school age children whose families live in the annexed lands and attend a private school in Kiryas Joel.

Administrative costs of increased Title I and Title III federal funding to support academic intervention services for economically disadvantaged children, and English language learner services, respectively. The programs are administered by the school district in which the child resides, and the funds are transferred to the non-public school which the child attends. Specific estimates of these cost increases will be provided by June 22.

## PRELIMINARY COMMENTS RELATING TO THE DGEIS

Below are preliminary comments on the DGEIS. The County fully reserves the right and expectation that we will be providing more detailed written comments on the DGEIS on or before close of business June 22, 2015.

**Traffic Study:** Traffic Impact Study: The traffic impact study is inherently flawed given that reductions in vehicle trips are estimated from the American Community Survey and by utilizing traffic counts rather than conducting a comprehensive origin and destination survey to calculate vehicular trips by dwelling unit type in Kiryas Joel. There is also no sound statistical or mathematical rationale in the DGEIS for reductions in vehicular trips and traffic impact between the no-build, 507 and 165 acre annexation alternatives. Furthermore, several major components that characterize a comprehensive traffic impact study such as a safety/accident analysis, an intersection level of service (LOS) evaluation, as well as a narrative of the anticipated traffic impacts and any changes in LOS that will occur on existing roadways both within and surrounding the Village are missing from the traffic impact analysis. Changes in the distribution of traffic on area roads due to annexation has also not been analyzed to any extent in the DGEIS.

The community relies on mass transit to address transportation needs and this is one of the primary underlying assumptions for reducing vehicle trips in the traffic impact analysis. However, there is no discussion on how mass transit services will be provided to the annexed property area.

**Demographic Data Sources:** The DEIS document must utilize a consistent data source to provide the socio-economic characteristics and demographic attributes which are ultimately relied upon to form conclusions throughout the DEIS. The DEIS currently draws upon several different versions of the ACS 5-year estimates to characterize modal split, vehicle ownership, journey-to-work data, and many other socio-economic



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variables for the resident population of Kiryas Joel and the annexation areas. For example, Table 3.4-11 relies upon the 2006-2010 ACS Estimates to state that 24% of workers in Kiryas Joel utilize public transportation in their journey to work; however, when the most recent 2009-2013 5-year Estimates are referenced, the percent of workers utilizing public transportation is only 18%. Methodologically speaking, all variables relating to population data in a study should reference the same dataset; in this case, specifically the 2009-2013 ACS 5-year Estimates are the most recent data made available by the Census Bureau.

**Population Growth:** While it is true that the population residing in the annexation territory will increase regardless of the result of these petitions, the population growth will be substantially higher if the land is subject to the Village zoning rather than the Town zoning. The DGEIS assumes that full buildout of the annexation territory under the current zoning is 1,431 dwelling units; given the current household size of the Village, the maximum population of that area can then be anticipated to be approximately 8,443 people in about ten years. If however the annexation land is developed consistent with the current density of the Village of Kiryas Joel, which is approximately 6 units per acre, the maximum annexation territory density will be approximately 3,042 dwelling units, with a population of around 17,948 people in about ten years, more than double the population under the no-annexation scenario. The additional population living in the annexation territory will use energy, water and sewer capacity, transportation and transit capacity, emergency services, and social services at a rate consistent with other residents of the Village, causing a substantial impact to the public interest by straining the ability of the Village and the County to provide those services.

**Population Projection Timeframe:** The DGEIS projects the population of the Village out to 2025. The County feels that this is insufficient to account for the long-term impacts of the proposed annexations. We advise the Village to project the population of the Village according to all three scenarios--without annexation, with the 164-acre annexation, and with the 507-acre annexation—out to 2040. This will be consistent with projection timeframes contained within previous development proposals, and with projection timeframes developed by outside agencies such as the New York State Department of Transportation and the New York Metropolitan Transportation Council for other projects in the area of the Village.

The DGEIS seems to suggest that because population growth is constant under either scenario (annexation or no annexation) the water and wastewater service requirements are also equivalent. However, without annexation, a portion of anticipated growth would occur in surrounding Towns zoned with 3.0 acre parcel sizes



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typically serviced with conventional wells and septic systems. Therefore the 'no annexation' scenario precludes the need for a share of the otherwise proposed expansion of centralized water and wastewater infrastructure. The DGEIS must examine the benefits and/or liabilities associated with relieving expansion pressure on centralized W/WW services by the use of distributed W/WW services under the 'no annexation' scenario.

**Wetland Impacts:** The DGEIS states that there are no wetlands within the annexation territory. This is not the case; the wetlands map in Section 3.6 of the DGEIS notes five areas designated as wetlands by the National Wetlands Inventory. Additionally, there are wetlands within the existing boundary of the Village, designated both by the National Wetlands Inventory and the New York State Department of Environmental Conservation. Development of the annexation territory will put additional strain on all these wetland areas through increased runoff, some of which will contain typical pollutants such as road salt and vehicle fluids.

**Water:** There is a plan in place to connect the existing Kiryas Joel water distribution system to the Catskill Aqueduct. In the meantime, the Village continues to develop groundwater sources in order to meet demands within the system. Plans, however, have not been submitted and finalized for either the connection to the aqueduct, or to continue to develop groundwater sources until such time as that connection is made. This does not necessarily mean that the Village will be unable to meet system demands (regardless of annexation), but proper planning is necessary to show how the Village will meet those demands as growth and system usage continues to increase. There is an assumption that adequate supply exists from both groundwater and aqueduct sources, but little mention is given to how this will be implemented or on what schedule to keep pace with demands.

The DGEIS indicates that centralized water available to the Village will include use of the Mountainville test wellfield which remains under permitting review. Use of this wellfield would constitute an interbasin water transfer, importing water from the nearby Woodbury Creek watershed. A 2011 Mountainville Well pumping test report by the applicant's consultant (LBG) describes a 425 gpm pumping test at this site, and includes calculations suggesting up that 1,212 gallons per minute might be supported by this location. On August 12, 2010, Chazen recorded a flow of 2.14 cfs (960 gpm) in the Woodbury Creek (August 2010 field report by Chazen for OCWA). On the basis of reference watersheds with available performance statistics, yet lower flow conditions in the Woodbury Creek would be expected approximately 10% of the time (e.g. less



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than 960 gpm approximately one month per year). Page 2-10 of the DGEIS does not confirm the volume of water needed from the Mountainville test well site, nor discuss stream or biological impacts of accordingly gallon-for-gallon flow reductions in Woodbury Creek at either the demand rate under the 'annexation' scenario or the likely lower demand rate under the 'no annexation' scenario when a share of the proposed growth would be supported by individual wells.

**Wastewater:** There is no plan to expand capacities at the KJ Sewer Plant, as overflows from the pump station are routed to the rest of the Orange County collection system for treatment at the Harriman plant (i.e., with the exception of flows from the poultry processing plant, flows to the KJ plant are limited by pumping rates). While there is currently existing capacity at the Harriman plant, a facility study has been commissioned by the County to identify means of increasing treatment capacity within the Sewer District in order to meet projected future flows throughout the District. This expansion is needed with or without the annexation but if the annexation is permitted, the planned expansion may need to increase further. The cost of any potential expansions at Harriman will be borne by the entirety of the sewer district, even though growth rates, and thus treatment capacity allocation, is greater within KJ than other areas of the County. This is not inconsistent with the Orange County Sewer Use Law, nor is it in conflict with general sewer district practices. However, the statement that "...annexation will not result in negative fiscal impacts to OCSD#1 (pp. 3.5-33 of the DGEIS) is not fully examined or substantiated. With respect to wastewater, growth in the annexation area will result in increased capital costs throughout the District. While these costs may be mitigated by the addition of new users to share the burden, no discussion of this aspect is included in the DGEIS. Both Monroe and Kiryas Joel, as part of determining whether this annexation is in the overall public interest, should quantify the cost of expanding wastewater treatment if the annexation goes through on taxpayers in both Monroe and Kiryas Joel.

**Impacts to the Ramapo River:** This goes unaddressed in the DGEIS. The Village wastewater system, which will be serving the bulk, if not all, of the development occurring in the proposed annexation territory, drains into an unnamed tributary of the Ramapo River. The unnamed tributary has been shown to have high levels of salinity, a degradation of the water quality that can be traced directly to point and nonpoint source pollution occurring within the current Village boundary. Additional development in the annexation territory will further degrade water quality in the unnamed tributary and further downstream in the Ramapo River watershed. The impacts of the Ramapo River must be addressed in the DGEIS.



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**Growth Inducing Impacts:** The DGEIS does not adequately address induced growth and cumulative impacts. The DGEIS assumes population growth within the combined study area (Village and Annexation territory) to be constant under either scenario (annexation or no annexation). It does not estimate the additional growth potential attributable to the action. This underestimates the long-term potential for growth (and along with that growth, the needs for water and wastewater infrastructure).

The position of the proposal is that growth will occur regardless of annexation and the impacts of growth are somehow not linked to annexation. The DGEIS acknowledges that annexation will increase development density within the annexation territory similar to the Village's density and development patterns. In many instances the DGEIS defers the evaluation of the impacts of readily foreseeable resultant actions (i.e., rezoning, extension of utilities) to sometime in the future and suggest that impacts be evaluated on a case by case basis as they happen. This is contrary to sound planning practices and the intent of SEQRA as it may constitute *segmentation*. Moreover, the DGEIS assumes growth apparently will be identical by either vertical growth or horizontal growth. The DGEIS should explain by both types of growth are apparently deemed mutually exclusive as the County does not understand such an apparent assumption.

**Impacts to Natural and Visual Resources:** The DGEIS does not adequately examine the impacts of growth on the territory proposed for annexation. For example, the document does not examine how potentially adverse impacts to natural resources (soils, wildlife, habitat, and wetlands, etc.) and visual resources in the proposed annexation territory will be avoided, minimized or mitigated. No estimate of disturbance of the various resources, no assessment of cumulative impacts as a result of directing growth to this area is provided per the scoping document.

**Final Language:** These impacts are substantial, and are insufficiently addressed in the existing DGEIS document. We advise the Village to conduct further evaluation of the points raised in this letter and to issue an Amended Draft Generic Environmental Impact Statement, as we do not believe the issues can be sufficiently addressed in a Final Generic Environmental Impact Statement as it stands.

We appreciate the opportunity to comment on this document, and we reserve the right to make additional comments regarding the DGEIS at a later time.

**Attachment A: List of Parcel Errors on Petition for Annexation**

\*\*The parcels listed in Column A ("Tax Parcels that need to be identified in petition document, according to Metes & Bounds Description") represent the tax parcels which are covered by and thus known to exist throughout the extents of the ten (10) geographic areas described legally using metes & bounds within **Exhibit A: Annexation Territory Description** of the Petition for Annexation of Territory submitted to the Town of Monroe Town Clerk's Office on 27 December 2013, but were not listed within Exhibit A. This list of parcels was generated using current real property and tax parcel boundary datasets maintained and provided by the Orange County Real Property Tax Services Office.

\*The parcels listed in Column B ("How Parcel is Identified within Exhibit A of Petition") represent how the corresponding tax parcel was identified within **Exhibit A: Annexation Territory Description** of the Petition for Annexation of Territory submitted to the Town of Monroe Town Clerk's Office on 27 December 2013; a list of parcels are provided with and accompany the legal metes & bounds description for each of ten (10) geographic areas proposed for annexation by this petition. Note that many parcels were absent or missing from the lists within Exhibit A, and are notated as such in this column.

\*\*\*The parcels listed in Column D ("How Parcel is Identified within Exhibit C of Petition") represent how the corresponding tax parcel was identified within **Exhibit C: Certification of Town Assessor** of the Petition for Annexation of Territory submitted to the Town of Monroe Town Clerk's Office on 27 December 2013. This list of parcels was generated from the Assessor of the Town of Monroe and includes the Total Assessed Value for each lot in 2013.

Tax Parcels that need to be identified in petition document, according to Metes & Bounds Description	How Parcel is Identified within Exhibit A of Petition*	What needs to happen to Exhibit A of Petition	How Parcel is Identified within Exhibit C of Petition***	Petition Certification Comment	What needs to happen to Exhibit C of Petition
1-1-11.21	(not identified)	←ADD	1-1-11.21		correct
1-1-11.22	(not identified)	←ADD	1-1-11.22		correct
1-1-4.2	(not identified)	←ADD	1-1-4.2		correct
1-1-4.32	(not identified)	←ADD	1-1-4.32		correct
65-1-32.1	1-2-1	change	1-2-1	Now 65-1-32	change
65-1-32.2	(not identified)	←ADD	(not identified)		←ADD
62-2-1	1-2-3.3	change	1-2-3.3		change
(removal)	43-1-11	REMOVE	(not included; removal)		
43-1-13	(not identified)	←ADD	43-1-13		correct
43-1-14	(not identified)	←ADD	43-1-14		correct
43-1-15	(not identified)	←ADD	43-1-15		correct
59-2-1.-1	43-3-1	change	59-2-1.-1		correct
59-2-1.-2	(not identified)	←ADD	59-2-1.-2		correct
59-2-1.-3	(not identified)	←ADD	59-2-1.-3		correct
43-3-6	(not identified)	←ADD	43-3-6		correct
43-4-1	(not identified)	←ADD	43-4-1		correct
43-4-3	(not identified)	←ADD	43-4-3		correct
43-4-4	(not identified)	←ADD	43-4-4		correct
43-5-10	(not identified)	←ADD	43-5-10		correct
43-5-11	(not identified)	←ADD	43-5-11		correct
56-1-1.-1	56-1-1.1	change	56-1-1.-1		correct
56-1-1.-2	56-1-1.2	change	56-1-1.-2		correct
61-1-1.-1	61-1-1.1	change	61-1-1.-1		correct
61-1-1.-2	61-1-1.2	change	61-1-1.-2		correct
62-1-1.-1	62-1-1.1	change	62-1-1.-1		correct
62-1-1.-2	62-1-1.2	change	62-1-1.-2		correct
63-1-1.-1	63-1-1.1	change	63-1-1.-1		correct
63-1-1.-2	63-1-1.2	change	63-1-1.-2		correct
65-1-27.2	65-1-27	change	65-1-27	Now 65-1-27.2	change
65-1-5.2	65-1-5	change	65-1-5	Now 65-1-5.2	change
(removal)	65-1-6	REMOVE	65-1-6	Now 65-1-5.2	REMOVE
66-1-1.-1	66-1-1.1	change	66-1-1.-1		correct
66-1-1.-2	66-1-1.2	change	66-1-1.-2		correct



David J. Cooper  
Jody T. Cross ●  
Marsha Rubin Goldstein  
Jeremy E. Kozin  
Helen Collier Mauch ▲  
Matthew R. Pisciotta  
Daniel M. Richmond  
Brad K. Schwartz  
Lisa F. Smith ●  
David S. Steinmetz ■  
Krista E. Yacovone  
Michael D. Zarin

June 10, 2015

**By Hand Delivery**

Harley E. Doles III, Town Supervisor, and the  
Members of the Town Board  
Town of Monroe  
Town Hall  
11 Stage Road  
Monroe, New York 10950

Abraham Wieder, Mayor, and the  
Members of the Board of Trustees  
Village of Kiryas Joel  
Village Hall  
P.O. Box 566  
Monroe, New York 10949

■ Also admitted in D.C.  
● Also admitted in CT  
▲ Also admitted in NJ

**Re: Comments on the December 23, 2013 Annexation Petition  
and on the August 15, 2014 Annexation Petition**

Dear Supervisor Doles, Mayor Wieder, and the Members of the Respective Boards:

This Firm represents United Monroe in connection with the proposed annexation by the Village of Kiryas Joel (the “Village”) of substantial parts of the Town of Monroe (the “Town”) (collectively, the “Annexation”). Subject to a full reservation of its rights, United Monroe submits these comments on both the 507-acre Annexation Petition (“507-acre Petition”) and the 164-acre Annexation Petition (“164-acre Petition”) (collectively, the “Petitions”). Both Petitions fail to comply with Article 17 of the New York General Municipal Law on multiple grounds. Moreover, as United Monroe will amplify in its written comments on the Draft Generic Environmental Impact Statement (“DGEIS”), neither Petition is the overall public interest.<sup>1</sup>

<sup>1</sup> These comments specifically pertain to the sufficiency of the Petitions under the General Municipal Law. United Monroe will submit separate written comments on the DGEIS by the June 22, 2015 deadline.

**I. 507-ACRE PETITION**

**A. Unqualified Signatures On Petition**

The 507-acre Petition is invalid in the first instance because it contains multiple unqualified, invalid signatures. See N.Y. Gen. Mun. Law § 705(1)(a). First, there are various corporate signatories which are not valid corporations under the New York State Business Corporation Law, Not-for-Profit Corporation Law or Religious Corporations Law. Konitz Estates, LLC, which is the alleged “owner of record” of S/B/L 1-2-30.7, is not an active (or inactive) Corporation or Business Entity in New York State. Congregation Lanzut of Orange County, the alleged “owner of record” of S/B/L 1-1-47.232, also is not an active (or inactive) Corporation or Business Entity in New York State, and does not appear to be validly formed under the Religious Corporations Law. Similarly, Bias Yisroel Congregation, the alleged “owner of record” of S/B/L 1-2-32.12, is not an active (or inactive) Corporation or Business Entity in New York State, and does not appear to be validly formed under the Religious Corporations Law. Finally, Atkins Brothers, Inc., the alleged “owner of record” of S/B/L 43-1-12, is not an active (or inactive) Corporation or Business Entity in New York State. The signatures of these entities should be stricken and the total assessed valuation of the “Territory proposed to be annexed to the Village” should be reduced by the assessed value of these parcels, *i.e.*, \$209,400.00.

Second, there are three (3) parcels that are jointly owned by two (2) entities but for which only one signature was obtained: S/B/L 1-3-14.21; 1-3-15; and 1-3-40. These properties are owned by both Amazon Realty Associates, Inc., and Burdock Realty Associates, Inc. There is only one signatory, however, signing for each of these three (3) parcels. It is unclear whether the signatory, Elozer Gruber, is signing on behalf of Amazon Realty Associates, signing on behalf of Burdock Realty Associates, or purporting to sign on behalf of both entities. Without a valid signature on behalf of both property owners, these parcels cannot be included in the total assessed valuation of the “Territory proposed to be annexed to the Village.” The total valuation should be reduced by the assessed value of these parcels, *i.e.*, \$145,300.00. The 507-acre Petition must be dismissed for failing to obtain valid qualified signatures.

**B. Petition Does Not Describe The Territory To Be Annexed**

The 507-acre Petition fails to substantially comply in form or content with multiple provisions of Article 17 of the General Municipal Law. See N.Y. Gen. Mun. Law § 705(1)(d). The 507-acre Petition, for example, is invalid because it does not sufficiently describe the territory to be annexed. See id. § 703(1); Bd. of Trustees of Irvington, Westchester Cnty. v. Town Bd. of Greenburgh, Westchester Cnty., 42 A.D.2d 731, 345 N.Y.S.2d 667, 668 (2d Dept. 1973) (upholding dismissal of annexation petition as defective where it did not contain an accurate description of the area sought to be annexed).

First, Exhibit A, which purports to contain the legal description of the territory to be annexed from the Town to the Village, contains the legal description for 164 parcels. Exhibit C, which purports to contain a certificate signed by the Town Assessor responsible for preparing the 2013 Final Town Assessment Roll and certifying that “the lots that Petitioners affirm they own

within the Territory proposed to be annexed have a total assessed valuation that is a majority of the total assessed valuation of all the real property in the Territory proposed to be annexed, according to the 2013 Final Assessment Roll of the Town,” contains 177 parcels. It is wholly unclear which parcels comprise the Territory that Petitioners seek to annex. For this reason alone, the 507-acre Petition should be rejected.

Second, the legal metes and bounds and accompanying parcel list included in Exhibit A do not match the parcel list certified by the Assessor in Exhibit C. The following parcels (by S/B/L number) were included in Exhibit C as part of the “Territory proposed to be annexed to the Village as described in Exhibit A of the Petition and as shown on the assessment roll of the Town for the year 2013,” but **were not included** in Exhibit A:

- 1-1-4.2
- 1-1-4.32
- 1-1-11.21
- 1-1-11.22
- 43-1-1
- 43-1-13
- 43-1-14
- 43-1-15
- 43-3-6
- 43-4-1
- 43-4-3
- 43-4-4
- 43-5-10
- 43-5-11

Again, for this reason alone, the 507-acre Petition should be rejected.

Moreover, there are multiple parcels identified in both Exhibit A and Exhibit C which, based on the legal metes and bounds description in Exhibit A, appear to be incorrectly identified. The following parcels were improperly identified in both Exhibit A and Exhibit C:

- 1-2-1
- 1-2-3.3
- 59-2-1.1
- 56-1-1.1
- 56-1-1.2
- 61-1-1.1
- 61-1-1.2
- 62-1-1.1
- 62-1-1.2
- 63-1-1.1
- 63-1-1.2
- 65-1-27

- 65-1-5
- 65-1-6
- 66-1-1.1
- 66-1-1.2

Finally, S/B/L 43-1-11 was included in Exhibit A but not included in Exhibit C.

The aforementioned inconsistencies render it entirely impossible to discern the limits of the Territory proposed for annexation. The 507-acre Petition must be dismissed for failing to comply with so much of Article 17 of the General Municipal Law as requires a complete and accurate description of the property at issue. See N.Y. Gen. Mun. Law §§ 703(1) & 705(1)(d).

**II. 164-ACRE PETITION**

**A. Unqualified Signatures On Petition**

As with the 507-acre Petition, the 164-acre Petition is invalid because it contains multiple unqualified, invalid signatures. See N.Y. Gen. Mun. Law § 705(1)(a).

First, there are corporate signatories which are not valid corporations under the New York State Business Corporation Law, Not-for-Profit Corporation Law or Religious Corporations Law. Upscale 4 Homes Corp., which is the alleged “owner of record” of S/B/L 65-1-32, is not an active (or inactive) Corporation or Business Entity in New York State. The signature of this entity should be stricken and the total assessed valuation of the “Territory proposed to be annexed to the Village” should be reduced by the assessed value of this parcel, *i.e.*, \$20,000.00. It is also unclear what the corporate status of Bakertown Realty Equities is, and whether it owns S/B/L 1-3-1.3. According to the 2014 Final Town Assessment Roll, this parcel is wholly owned by “AES 11-07 Trust, Elimelech Schwartz, Trustee.” In the 164-acre Petition, however, there are two (2) entities listed below “AES 11-07 Trust” – “Bakertown Realty Equities” and “Jacob Bandua Trust.” Neither Bakertown Realty Equities, nor the Jacob Bandua Trust, appears to own S/B/L 1-3-1.3. Their names and signatures should be stricken from the Petition.

Second, again, there are three (3) parcels that are jointly owned by two (2) entities but for which only one signature was obtained: S/B/L 1-3-14.21; 1-3-15; and 1-3-40. These properties are owned by both Amazon Realty Associates, Inc., and Burdock Realty Associates, Inc. There is only one signatory, however, signing for each of these three (3) parcels. It is unclear whether the signatory, Elozer Gruber, is signing on behalf of Amazon Realty Associates, signing on behalf of Burdock Realty Associates, or purporting to sign on behalf of both entities. Without a valid signature on behalf of both property owners, these properties cannot be included in the total assessed valuation of the “Territory proposed to be annexed to the Village.” The total valuation should be reduced by the assessed value of these parcels, *i.e.*, \$145,300.00. The 164-acre Petition must be dismissed for failing to obtain valid qualified signatures.

**B. Petition Does Not Describe The Territory To Be Annexed**

Also as with the 507-acre Petition, the 164-acre Petition is invalid because it does not sufficiently describe the territory to be annexed. See N.Y. Gen. Mun. Law §§ 703(1) & 705(1)(d).

First, Exhibit A to the 164-acre Petition, which purports to contain the legal description of the territory to be annexed from the Town to the Village, contains the legal description for 72 parcels. Exhibit C to the 164-acre Petition, which purports to contain a certificate signed by the Town Assessor responsible for preparing the 2014 Final Town Assessment Roll and certifying that “the tax lots that petitioners affirm in the Petition that they own within the Territory proposed to be annexed to the Village has [sic] a total assessed valuation that is a majority of the total assessed valuation of all of the Territory described in the Petition which is now situated in the Town and which is sought to be annexed to the Village, as shown on the assessment roll of the Town for the year 2014,” contains 71 parcels.

Second, the legal metes and bounds description and accompanying parcel list included in Exhibit A does not match the parcel list certified by the Assessor in Exhibit C. S/B/L 1-2-1 is included in Exhibit A (Area III) but is not included in Exhibit C. Moreover, Exhibit A lists S/B/L 61-1-1.-1 and 61-1-1.-2 (Area VIII), while Exhibit C lists S/B/L 61-1-1.1 and 61-1-1.2.

Again, the aforementioned inconsistencies render it entirely impossible to discern the limits of the Territory proposed for annexation. As such, the 164-acre Petition, too, must be dismissed for failing to comply with this requirement under the General Municipal Law.

**III. BOTH PETITIONS CONTAIN FLAWED FORM AND CONTENT AND WOULD NOT BE IN THE OVERALL PUBLIC INTEREST**

Both Petitions must be also dismissed because they both fail to comply with other provisions of Article 17 of the General Municipal Law. See N.Y. Gen. Mun. Law § 705(1)(d). The Annexation of 164 or 507 acres from the Town to the Village would not be in the overall public interest. Either Annexation would bring high density housing, unregulated development and legal noncompliance to the Annexation Area and will cause adverse impacts on both the public and the environment.

**A. The Petitions Fail To Comply With The General Municipal Law Because They Are Unconstitutional, And Violating The U.S. Constitution Is Not In The Public Interest**

Article 17 of the General Municipal Law must be construed in a manner that would avoid objectionable consequences, such as unconstitutional results. See, e.g., Loretto v. Teleprompter Manhattan CATV Corp., 58 N.Y.2d 143, 459 N.Y.S.2d 743, 747 (1983). Inasmuch as the Petitions would cause an unconstitutional result, they must be dismissed by virtue of such failure to comply with Article 17 of the General Municipal Law. See N.Y. Gen. Mun. Law § 705(1)(d).

As United Monroe has repeatedly pointed out, including in its Letter from United Monroe to the Monroe Town Board, dated May 15, 2014 (“May 15<sup>th</sup> United Monroe Letter,” annexed hereto as Exhibit “A”), either Annexation would violate the Establishment Clause of the United State Constitution. In particular, the Annexations would constitute an improper delegation of political power based upon religious criteria. The Town would be ceding “important, discretionary governmental powers” to the Village, which the United States Supreme Court has already recognized is a political subdivision whose franchise is determined by a religious test. See Bd. of Educ. of Kiryas Joel Vill. Sch. Dist. v. Grumet, 512 U.S. 687, 114 S. Ct. 2481 (1994).

To state the obvious, municipal action that violates the United States Constitution is not in the public interest. The Petitions’ form and content violate the General Municipal Law because they would cause an unconstitutional result.

**B. The Petitions Also Must Be Dismissed Because The Monroe Town Code Standard of Ethics Prohibits “Voluntary Segregation”**

Article 17 of the General Municipal Law must also be construed in a manner that would avoid objectionable consequences, such as mischievous or disastrous consequences. See, e.g., N.Y. Stat. § 148. Inasmuch as approving the Petitions would cause Town Board Members to violate the Town Code’s Standard of Ethics, they must be dismissed by virtue of such failure to comply with Article 17 of the General Municipal Law. See N.Y. Gen. Mun. Law § 705(1)(d).

As United Monroe has also previously pointed out, including by Letter to the Monroe Town Board, dated July 15, 2014 (“July 15<sup>th</sup> United Monroe Letter,” annexed hereto as Exhibit “B”), the Monroe Town Code specifically establishes that causing “voluntary segregation” is not in the public interest. Indeed, the legislative intent to avoid voluntary segregation is so strong that the Town Code establishes that it is an ethical violation for any Town Board Member(s) to act in any way that causes voluntary segregation.<sup>2</sup>

The Town Code’s Standard of Ethics establishes that no “Town Board member or Town employee of the Town or of any service or other organization chartered by or directly or indirectly sponsored or supported by the Town” can “[d]iscriminate or cause voluntary segregation, directly or indirectly, based upon creed, color, national origin, sex, sexual preference or disability.” (Monroe Town Code § 4-4(J)(1).)

As such, any action by any Town Board Member(s) that promotes the “voluntary segregation” of members of a particular religious group would, accordingly, appear to violate the Town’s Code of Ethics and would expose such Member(s) to the full range of Disciplinary Action contemplated by the Town Code. (See Monroe Town Code § 4-9(B) (“Any Town officer, Town

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<sup>2</sup> Town Board Members who willfully violate the Town’s Standard of Ethics could lose their indemnification rights under the Town Code. (See Monroe Town Code § 8-4 (“The duty to indemnify and save harmless prescribed by this subsection shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.”)).

Board member, Town consultant or Town employee who engages in any action that violates any provision of this code may be warned or reprimanded or suspended or removed from office or employment by the Town Board, pursuant to the provisions of this code, applicable law or by the person or body authorized by law to impose such sanctions.”.)<sup>3</sup>

Thus, the Town Code clearly establishes that causing voluntary segregation, such as is the specific intent of the Petitions, is not in the overall public interest. The Petitions’ form and content violate the General Municipal Law because they would cause objectionable results.

**C. Improper Creation Of “Baroque” Boundaries**

The 507-acre Petition, in particular, would improperly result in a highly irregular, jagged border between the Town and the Village. New York Courts have repeatedly “condemned such ‘baroque’ annexations which result in ‘irregular and jagged indentations of the boundaries between the municipalities.’” See, e.g., Common Council of Middletown v. Town Bd. of Wallkill, 143 A.D.2d 215, 532 N.Y.S.2d 17, 19 (2d Dept. 1988) (multiple citations omitted). For this reason alone, the Petitions’ form and content fail to comply with Article 17 of the General Municipal Law. See N.Y. Gen. Mun. Law § 705(1)(d). The Petitions are also not in the overall public interest for this reason.

**D. The Village Historic And Consistent Failure To Abide By Zoning, Land Use, And Environmental Laws Is Not In The Public Interest**

Article 17 of the General Municipal Law must also be construed in a manner that would avoid objectionable consequences, such as a construction that would sacrifice or prejudice the public interest. See, e.g., N.Y. Stat. § 152. Inasmuch as approving the Petitions would sacrifice, prejudice and otherwise not be in the overall public interest, they must be dismissed by virtue of such failure to comply with Article 17 of the General Municipal Law. See N.Y. Gen. Mun. Law § 705(1)(d).

**1. Kiryas Joel Was Created 40 Years Ago  
 Specifically To Avoid The Town’s Zoning Laws**

As Town Supervisor William C. Rogers’ ruling in 1976 on the original petition to incorporate the Village of Kiryas Joel makes clear, the Village was created with the express purpose of avoiding Monroe’s zoning laws. (See Decision on Sufficiency of Petition in the Matter of the Formation of a New Village To be Known as “Kiryas Joel,” Dec. 10, 1976, copy annexed hereto as Exhibit “C.”) In response to the illegal conversion and illegal construction of housing in the subdivision known as Monwood, the Town commenced legal proceedings to compel conformance with its zoning laws. (See id. at 3-4.) “Arduous opposition [was] thrown up” to the Town’s enforcement efforts by Monwood business leaders, who were concerned that the Town’s

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<sup>3</sup> As the United States Supreme Court has held, “[i]t is undisputed that those who [initially] negotiated the Village [of Kiryas Joel’s] boundaries when applying the general village incorporation statute drew them so as to exclude all but Satmars.” Grumet, 114 S. Ct. at 2489.

zoning laws would interfere with their development strategy. (Id. at 4.) Supervisor Rogers indicated that the residents of the illegal dwellings were unwitting victims of the business leaders’ evasion of the law. (Id.)

Rather than comply with the Town’s zoning laws, the leaders of the Satmar community in Monwood sought to “slip away from the Town’s enforcement program” through the village incorporation procedure under State law. (Id. at 7.) Supervisor Rogers deemed this action to be “almost sinister and surely an abuse of the right of self incorporation.” (Id.)

Supervisor Rogers rued that fact that, unlike your Boards, he could not comment on how the public interest would be affected by the 1976 village incorporation petition. (Id. at 8 (“As much as I would like to deal with the public interest question of this proposal and how I feel that it will endanger an otherwise rural residential neighborhood of Monroe, by law, I cannot.”).) He felt constrained to only pass on the sufficiency of the petition. (Id. at 8-9.) Presciently, Supervisor Rogers predicted “more confrontations as bitter as th[is] one” if the Kiryas Joel community continued to avoid Monroe’s laws:

For the Satmars to believe that they are above or separate from the rules and regulations that Monroe has chosen to live by or try to impose their mores upon the community of Monroe, or to hide behind the self-imposed shade of secrecy or cry out religious persecution when there is none, will only lead to more confrontations as bitter as the one this decision purports to resolve.

(Id. at 9.) History has, unfortunately, validated his concerns.

**2. 40 Years Later, The Village Does Not Comply With  
 Applicable State And Federal Environmental And Land Use Laws**

Throughout the Annexation process, it has become clear that the Village still systematically disregards environmental regulations and other laws affecting the public interest, which allows unregulated development and accompanying adverse impacts, including:

- Routine failure to implement required environmental review under the State Environmental Quality Review Act (“SEQRA”);
- Serial violation of basic municipal planning and zoning requirements, including that the Village’s Planning and Zoning Board members do not satisfy the State-required training programs;
- Regular failure to refer land use matters to the Orange County Planning Department, as required by Section 239-m of the New York State General Municipal Law; and

- Repeated violations issues by the New York State Department of Environmental Conservation (“DEC”) and the U.S. Environmental Protection Agency (“EPA”) of applicable environmental protection requirements.

By way of background, in a written request under the State Freedom of Information Law (“FOIL”), dated August 18, 2014, for example, United Monroe requested that the Village provide basic information relating to its planning processes, including copies of all determinations made by any Village agencies under SEQRA, such as positive declarations, negative declarations, conditional negative declarations and/or findings statements. (See FOIL Request to the Village, dated Aug. 18, 2014, annexed hereto as Exhibit “D.”) In response, the Village did not produce *any* determinations made under SEQRA. (See Letter from Javid Afzali, Esq., to Daniel Richmond, Esq., dated Sept. 29, 2014, annexed hereto as Exhibit “E;” Letter from Javid Afzali, Esq., to Daniel Richmond, Esq., dated Nov. 10, 2014, annexed hereto as Exhibit “F;” E-mail from Javid Afzali, Esq., to Krista Yacovone, Esq., dated Nov. 19, 2014, annexed hereto as Exhibit “G.”) Indeed, the Village’s poor track record in implementing SEQRA is well-documented. See Cnty. of Orange v. Vill. of Kiryas Joel, 11 Misc. 3d 1056(A), 815 N.Y.S.2d 494 (Sup. Ct. Orange Cnty. 2005) (“One cannot presume that the requisite ‘hard look’ was taken based on the thickness of the DEIS or because the [agency’s] consultants were highly regarded in their fields.”), aff’d as modified, 44 A.D.3d 765, 844 N.Y.S.2d 57 (2d Dept. 2007). The Village’s history of SEQRA noncompliance is a legitimate line of inquiry where the subject action (i.e., the Annexations) would make the Village responsible for additional SEQRA review in the future. (Cf. N.Y.S. D.E.C. Commissioner’s Policy, “Record of Compliance Enforcement Policy,” at 3 (establishing that “the environmental compliance history of a permit applicant is a relevant consideration regarding qualification for permitting”).)<sup>4</sup>

United Monroe has also confirmed that the Village does not fully adhere to other critical land use requirements. In its August 18<sup>th</sup> FOIL request, United Monroe also asked the Village to provide basic information relating to its planning processes, including (i) the identities of the members of the Village Planning Board and Zoning Board; (ii) documents relating to Village Planning Board and Zoning Board Members’ satisfaction of applicable training requirements since January 2012; (iii) all Planning Board and Zoning Board agendas, minutes, and resolutions since January 2012; and (iv) copies of all referrals made to the Orange County Planning Department pursuant to Section 239-m of the New York State General Municipal Law

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<sup>4</sup> Courts will consider an agency’s history of noncompliance with environmental regulations when reviewing the adequacy of any environmental review conducted by that agency. See, e.g., Citizens Advisory Comm. on Private Prisons, Inc. v. U.S. Dept. of Justice, 197 F. Supp. 2d 226, 251 (W.D. Pa. 2001), aff’d, 33 F. App’x 36 (3d Cir. 2002) (“[I]n cases where the agency has already violated [the National Environmental Policy Act], its vow of good faith and objectivity is often viewed with suspicion.”); Nat’l Res. Def. Council, Inc. v. U.S. Army Corps of Eng’rs, 457 F. Supp. 2d 198, 222 n.178 (S.D.N.Y. 2006) (citing Citizens Advisory Comm. on Private Prisons when discussing federal regulations prohibiting agencies from preparing an EIS simply to justify decisions already made, and requiring agencies to show a good faith and objective review of potential environmental impacts of the proposed action). Assessment of the Village’s history of poor environmental stewardship is therefore critical to an analysis of the proposed Annexations.

since January 2012. (See Exhibit D.)<sup>5</sup> The Village’s response demonstrated that it routinely violates municipal planning and zoning requirements, including that its Planning and Zoning Board members do not satisfy the State-required training programs, and that it never refers land use applications to the Orange County Planning Department, as is required by law. (See Exhibits E-G.)

Furthermore, both DEC and the U.S. Environmental Protection Agency have found repeated violations in the Village of applicable environmental protection requirements. (See Letter from United Monroe to DEC, dated Apr. 4, 2014 (without enclosures), annexed hereto as Exhibit “H.”) These include violations of the Clean Water Act and failure to comply with State permitting requirements during construction activities and operations of its wastewater treatment plant. (See Letter from Daniel Richmond, Esq., to the Honorable Vincent L. Briccetti, dated Nov. 24, 2014, annexed hereto as Exhibit “I;” Letter from Krista Yacovone, Esq., to Robert L. Ewing, dated Dec. 3, 2014, annexed hereto as Exhibit “J;” Letter from Krista Yacovone, Esq., to Patrick Ferracane and Jennifer Zunino-Smith, dated Dec. 16, 2014, annexed hereto as Exhibit “K.”)

The Village’s consistent failure to comply with these basic requirements, which provide municipalities with mechanisms to protect the environment and the community when making land use decisions, will allow for unregulated, high density development that will cause significant harm to the environment and to citizens of Orange County. Absent a functioning planning process, future development could proceed without limitation or concern for the surrounding community. Such development would certainly not be in the public interest. The Petitions’ form and content violate the General Municipal Law because they would cause such objectionable results.

**E. The Content Of The Petitions Is Improper Because  
 The Village Is Seeking To Misuse Annexation  
 To Change Zoning, Which Is Also Not In The Public Interest**

Again, Article 17 of the General Municipal Law must also be construed in a manner that would avoid objectionable consequences, such as mischievous or disastrous consequences. See, e.g., N.Y. Stat. § 148. Inasmuch as the Petitions are being advanced with the aim of improperly rezoning the land at issue, they must be dismissed by virtue of such failure to comply with Article 17 of the General Municipal Law. See N.Y. Gen. Mun. Law § 705(1)(d).

The subject Petitions also constitute an improper effort to avoid complying with the Town’s current zoning because their goal is to rezone the subject land. It is axiomatic, however, that municipalities are not permitted to use annexation to evade current zoning constraints. See, e.g., Bd. of Trustees of Spring Valley v. Town of Ramapo, 264 A.D.2d 519, 694 N.Y.S.2d 712, 714 (2d Dept. 1999) (“Annexation may not be used as a means by which the owner of land in one municipality may escape the effect of that municipality’s local legislation by having the land

<sup>5</sup> The Village initially did not even acknowledge the request, which is deemed by operation of law to be a constructive denial of the request, and United Monroe was compelled to commence an administrative appeal by letter dated September 15, 2014.

transferred to an adjoining municipality.”); Bd. of Trustees, Vill. of Pomona v. Town of Ramapo, 567 N.Y.S.2d 791, 793, 171 A.D.2d 861, 863 (2d Dept. 1991) (“[T]he Village may not use annexation to subvert the development of an adjoining municipality's property pursuant to a lawfully enacted zoning ordinance.”); Vill. of Skaneateles v. Town of Skaneateles, 115 A.D.2d 282, 496 N.Y.S.2d 185, 186 (4th Dept. 1985) (“We have found no precedent approving the use of annexation as a device by which the owner of land in one municipality may escape the effect of that municipality's local legislation by having the land transferred to an adjoining municipality.”).

Here, it is clear that if either Annexation were allowed, the Village intends to change the zoning applicable to the lands at issue to allow for high density development in the Annexation Area. According to the Village’s Updated Budget Analysis that the Village submitted to the State Environmental Facilities Corporation (“EFC”) in connection with the bonding of the Aqueduct Connection Project (EFC #16906), the Village projected that there would be 8,550 new residential connections and 1,500 new commercial connections by the year 2045. (See Budget Analysis, annexed hereto as Exhibit “L.”) Assuming six (6) people would live in each new residence, this contemplates the addition of 50,000 people.

In response to this analysis, EFC asked if “the growth projections for the Village [in the Budget Analysis could] be viewed as reasonable given that the available space within the Village does not support the long-term projections.” (See Aqueduct Connection Project Business Plan Supplement II, dated Jan. 31, 2014, copy annexed hereto as Exhibit “M.”) In response, the Village advised EFC about the proposed Annexation, and stated that “if indeed annexed into the Village, that opportunity [to rezone or develop the subject properties] exists and *would reasonably accommodate the anticipated growth described in the Business Plan.*” (*Id.* (emphasis added).) In the same paragraph, the Village noted the maximum allowable development under existing Town Zoning, and added that “[t]his does not account, however, for potential rezoning for increased densities.” (*Id.*) As such, not only did the Village make clear to EFC that its business model for the bonding of the aqueduct depended upon increasing the allowable density of the Annexation Area, but it also unambiguously signaled that this increase in density would be sufficient to accommodate the full development projected in the Budget Analysis -- 8,550 new residential connections and 1,500 new commercial connections by the year 2045.

The Village’s representations to EFC obviously conflict with the maxim that municipalities are not permitted to use annexation to evade current zoning constraints. See, e.g., Bd. of Trustees of Spring Valley, 694 N.Y.S.2d at 714. As such, the Village’s effort to avoid the Town’s current zoning requirements is not in the overall public interest. Moreover, for this reason, the Petitions fail to comply with Article 17 of the General Municipal Law. See N.Y. Gen. Mun. Law § 705(1)(d).

**F. Finally, The Petitions Are Further Flawed Because There Has Been Absolutely No Showing That Annexation Would Serve The Public Interest**

As a map commissioned by the Village itself shows, the natural growth of the Hasidic community could almost certainly be accommodated without annexation. (See “Map of

Hasidic Jewish Land Owners Surrounding Kiryas Joel,” copy annexed hereto as Exhibit “N.”) The Map shows that there are Hasidic-owned properties outside Kiryas Joel totaling approximately 900 acres in Monroe, 1,100 acres in Woodbury and 1,300 acres in Blooming Grove. It would appear that the Hasidic community’s natural growth in the area could be accommodated in these areas under existing zoning.<sup>6</sup>

**Conclusion**

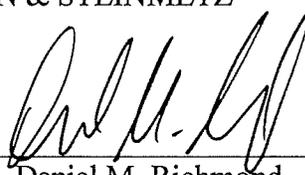
United Monroe wants to make clear that they do not take any issue with the Village residents themselves, many of whom very likely want to see the same changes in transparency and open government within the Village as United Monroe members. United Monroe wishes to work with these citizens to encourage a constitutionally sound, legally compliant path forward.

Please let us know if you have any questions.

Very truly yours,

ZARIN & STEINMETZ

By: \_\_\_\_\_



Daniel M. Richmond  
Krista E. Yacovone

DMR/mth  
encs.

cc: United Monroe  
Commissioner David Church (via email)  
Orange County Department of Planning  
Town of Monroe Town Board (via email)  
Assemblyman James Skoufis (via email)  
Javid Afzali, Esq. (via email)  
Counsel to Village of Kiryas Joel Board of Trustees  
Steven Barshov, Esq. (via email)  
Counsel to Monroe KJ Consulting LLC

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<sup>6</sup> In any event, the DGEIS completely fails to assess this alternative scenario. Again, United Monroe will amplify upon this and other flaws in the DGEIS in writing by the June 22, 2015 deadline.

**EXHIBIT A**

**ZARIN & STEINMETZ**  
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HELEN COLLIER MAUCH\*  
LISA F. SMITH\*  
OF COUNSEL

May 15, 2014

**By Facsimile and Federal Express**

Harley E. Doles III, Town Supervisor and the  
Members of the Town Board  
Town of Monroe  
Town Hall  
11 Stage Road  
Monroe, New York 10950

**Re: Constitutional Issues Concerning  
Proposed Annexation of Portions of Town;  
Proposed Ca. 510 Acre Land Annexation by  
Village of Kiryas Joel from Town of Monroe**

Dear Supervisor Doles and Members of the Town Board:

This Firm has been retained by United Monroe to represent its interests, concerns, and objections to the above-referenced Proposed Annexation. While United Monroe has a variety of concerns about the Proposed Annexation, it wishes to advise your Board that the proposal appears fundamentally flawed from the onset. Any Town Board action in favor of the Proposed Annexation would violate the Establishment Clause of the United States Constitution.

The United States Supreme Court's Decision in Board of Education of Kiryas Joel Village School District v. Grument, et al. ("Kiryas Joel"), 512 U.S. 687, 114 S. Ct 2481 (1994) is highly instructive in this regard. In that case, the Supreme Court held that a New York State legislative Act, which created a separate school district solely to serve the Village of Kiryas Joel's "distinctive population" (the "School Act"), violated the Establishment Clause of the First Amendment of the United States Constitution. The Court held that such action was "tantamount to an allocation of political power on a religious criterion and neither presupposes nor requires governmental impartiality toward religion." 114 S. Ct. at 2485.

By way of background, the Establishment Clause “compels the State to pursue a course of ‘neutrality’ toward religion,’ favoring neither one religion over others nor religious adherents collectively over nonadherents.” *Id.* at 2487 (citations omitted). A governmental entity violates the “wholesome neutrality” guaranteed by the Establishment Clause when its actions cause a “‘fusion of governmental and religious functions’ by delegating ‘important, discretionary governmental powers’ to religious bodies, thus impermissibly entangling government and religion.” *Id.* at 2487-88. Based on this premise, the Supreme Court held that the School Act violated the Establishment Clause, because it was “substantially equivalent to defining a political subdivision and hence the qualification for its franchise by a religious test, resulting in a purposeful and forbidden ‘fusion of governmental and religious functions.’” *Id.* at 2490 (citation omitted).

The Supreme Court noted that it was irrelevant that the School Act generically delegated power to “residents of the ‘territory of the Village of Kiryas Joel,’” rather than containing an “express reference to the religious belief of the Satmar community.” *Id.* at 2489. “[T]he context here persuade[d the Court] that [the Act] effectively identifies these recipients of governmental authority by reference to doctrinal adherence, even though it does not do so expressly.” *Id.* As the Court noted, “[i]t is undisputed that those who [initially] negotiated the Village boundaries when applying the general village incorporation statute drew them so as to exclude all but Satmars, and that the New York Legislature was well aware that the village remained exclusively Satmar in 1989 when it adopted [the Act].” *Id.*

In his concurring opinion, Justice Kennedy noted that the Court was not addressing the constitutionality of the Village of Kiryas Joel itself. *Id.* at 2504. Justice Kennedy noted, however, that the process for incorporating a Village was largely procedural, and did not necessitate any discretionary action by the government. *Id.* By contrast, here, the annexation process specifically requires the Town to make a discretionary determination as to whether the proposed annexation is in the over-all public interest. *See* N.Y. Gen’l Muni. L. § 705. A determination by your Board that the annexation is in the public interest would effectively be a decision to cede electoral territory to Kiryas Joel, which would result in a constitutionally suspect delegation of political power to the Village. *See Kiryas Joel*, 114 S. Ct. at 2494 (holding that School Act impermissibly delegated political power “to an electorate defined by common religious belief and practice, in a manner that fails to foreclose religious favoritism”). Such a determination could improperly cause “the forced separation that occurs when the government draws political boundaries on the basis of people’s faith.” *Id.* at 2505 (Kennedy, J., concurring).

In sum, a determination by your Board in favor of annexation would be “tantamount to an allocation of political power on a religious criterion, and impermissibly result in the “‘fusion of governmental and religious functions’ by delegating ‘important, discretionary governmental powers’” to a political subdivision whose franchise is, in effect, determined by a religious test. *See id.* at 2485, 2487-88, 2490 & 2494.

Monroe Town Board  
May 15, 2014  
Page 2

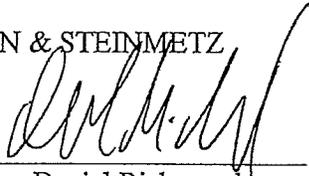
Accordingly, before your Board proceeds to expend substantial municipal funds considering the Proposed Annexation, United Monroe respectfully submits that your Board should carefully consider the constitutionality of this course of action.

We would be pleased to amplify these principles to your Board or to answer any questions your Board may have at a mutually convenient time.

Please let us know if you have any questions.

Very truly yours,

ZARIN & STEINMETZ

By: 

Daniel Richmond

cc: United Monroe

**EXHIBIT B**

**ZARIN & STEINMETZ**  
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MARSHA RUBIN GOLDSTEIN  
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OF COUNSEL

July 15, 2014

**By Facsimile (845) 782-5597 and Federal Express**

Harley E. Doles III, Town Supervisor and the  
Members of the Town Board  
Town of Monroe  
Town Hall  
11 Stage Road  
Monroe, New York 10950

**Re: Ethical Issues Concerning  
Proposed Annexation of Portions of Town;  
Proposed Approximately 510 Acre Land Annexation by  
Village of Kiryas Joel from Town of Monroe**

Dear Supervisor Doles and Members of the Town Board:

As you will recall, this Firm has been retained by United Monroe to represent its interests, concerns, and objections to the above-referenced proposed Annexation of land within the Town of Monroe by the Village of Kiryas Joel (the "Proposed Annexation"). As you know, United Monroe has a variety of concerns about the Proposed Annexation, including that any Town Board action in favor of the Proposed Annexation would violate the Establishment Clause of the United States Constitution.

By this Letter, United Monroe further wishes to caution your Board that any Town Board Members who take action in favor of the Proposed Annexation would be "caus[ing] voluntary segregation," which would appear to be in violation of the Standards of Ethics of the Code of Ethics codified in the Town of Monroe Code.

The Town Code's Standard of Ethics establishes that no "Town Board member or Town employee of the Town or of any service or other organization chartered by or directly or indirectly sponsored or supported by the Town" can "[d]iscriminate or cause voluntary segregation, directly or indirectly, based upon creed, color, national origin, sex, sexual preference or disability." (Town of Monroe Code § 4-4(J)(1).)

Any action by any Town Board Member that promotes the “voluntary segregation” of members of a particular religious group would, accordingly, appear to violate the Town’s Code of Ethics, exposing such Member(s) to the full range of Disciplinary Action contemplated by the Town Code. (See Town of Monroe Code § 4-9(B) (“Any Town officer, Town Board member, Town consultant or Town employee who engages in any action that violates any provision of this code may be warned or reprimanded or suspended or removed from office or employment by the Town Board, pursuant to the provisions of this code, applicable law or by the person or body authorized by law to impose such sanctions.”).)<sup>1</sup> Actions that would “cause voluntary segregation” include, but are not necessarily limited to, the Proposed Resolution in Support of Establishing a New Municipal Government for Kiryas Joel Separate and Independent from the Town of Monroe, which was entertained and rejected by your Board at its July 7, 2014 Meeting (the “Resolution”), as well as the Proposed Annexation itself.

Accordingly, before your Board proceeds to expend substantial municipal funds considering the Proposed Annexation, United Monroe respectfully submits that your Board should carefully consider the ethical implications of this course of action under the Town Code.

We would be pleased to amplify these principles to your Board or to answer any questions your Board may have at a mutually convenient time.

Please let us know if you have any questions.

Very truly yours,

ZARIN & STEINMETZ

By:   
Daniel Richmond

cc: United Monroe  
Michael Donnelly, Esq.

---

<sup>1</sup> As the United States Supreme Court has held, “[i]t is undisputed that those who [initially] negotiated the Village [of Kiryas Joel’s] boundaries when applying the general village incorporation statute drew them so as to exclude all but Satmars.” Board of Education of Kiryas Joel Village School District v. Grument, et al., 512 U.S. 687, 114 S. Ct. 2481, 2489 (1994).

## **EXHIBIT C**

SUPERVISOR, TOWN OF MONROE  
ORANGE COUNTY, NEW YORK

-----X  
IN RE MATTER OF THE FORMATION OF A NEW  
VILLAGE TO BE KNOWN AS

"KIRYAS JOEL"

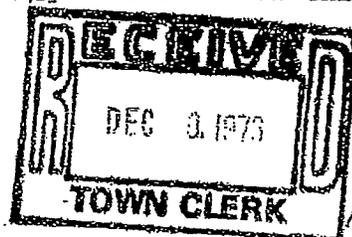
Decision On  
Sufficiency  
Of Petition

-----X  
ROGERS, W.C., Supervisor

There has been presented to the undersigned a petition framed under the provisions of the Village Law of this State to form a new village within the bounds of the Town of Monroe. The name of the village is proposed to be KIRYAS JOEL, which roughly translated means the "Community of Joel".

The petition was presented to me on November 8, 1976. Notice of the required public hearing on that petition was published in the Monroe Gazette on November 11th and November 18th, 1976. A copy of the same Notice was posted in five public places within the territory to be carved out as a new village on November 15, 1976. The public hearing on the petition was held on December 2, 1976 in the basement of Garden Apartment #5 on Quickway Road in Section I of the Monwood Subdivision, the principal area of the village to be. The petition, affidavits of posting and publishing, written objections and the verbatim transcript of the testimony of the hearing are filed herewith.

Before relating to the technical niceties of the petition and the objections thereto, the reasons for this new birth should somehow



be set down so that present and future residents of this 177 year<sup>1</sup> old Town<sup>2</sup> may know why there is now a third village in their midst. This decision seems to be a most appropriate place to do so.

The traditional elements that underlie the self incorporation of a new municipality are principally the desire and need of residents of a more densely populated area for municipal services which in the past were usually not available at the hands of a Town or County. The desired services were usually water supply, police protection, fire protection and sewer systems. The laws of this State have changed considerably in the last 50 years and all these services are now available through the Town, and in many cases are being supplied by both Town and Counties throughout the State. Thus, the need for self-incorporation into villages has, for the most part, disappeared. A cursory review of State records indicates that there have been only nine villages formed in the entire State since the end of World War II. The area to be included in this new village is now served by a town water and sewer district (privately maintained but subject to Town takeover). It will shortly be incorporated into the operation of Orange County Sewer District #1. It finds police protection from the nearby barracks of the New York State Police. It has fire protection from the Mombasha Fire Company, the same Company that serves the Village of Monroe. Its roads are more than adequately maintained by the Town of Monroe Highway Department and the area is subject to

-2-

1. Monroe was created by act of the Legislature adopted in 1799 under the name "Cheesecocks".

2. The Village of Monroe was incorporated in 1894; the Village of Harriman in 1914.

every Town wide protective ordinance or local law that this Town has enacted. Why then is there a need to incorporate?

The answer to this question lies in the makeup of the individuals who will reside within this new village, should I approve this petition. These residents are and will be all of the Satmar Hasidic persuasion. They dress, worship and live differently from the average Monroe citizen. In and of itself these facts are of no moment. Perhaps the Satmar Hasidic manner of dress, means of worship and way of life are more noble than mine or the rest of Monroe's citizenry. Perhaps not. That is not in issue. However, the Satmar believe in large, close knit family units and sociological groups and are accustomed to a highly dense urban form of living, having for the most part been residents of the Borough of Brooklyn in the City of New York since the end of World War II. Furthermore, the sociological way of life for the Satmar Hasidic is one of distained isolation from the rest of the community. These factors are at the root of their need to incorporate.

When the Satmar leadership chose Monroe as a future place of residence for some of their community, they purchased an already approved but unbuilt upon subdivision that lay within a rural, residential, low-density zoning district set aside for single family homes on 25,000 sq. ft. lots (R-150 district). This district also permitted 80 multiple units of garden apartments. This subdivision was and is still called "Monwood". In constructing the dwellings in Monwood, the Town Board and the Town Building Department felt strongly that many of the dwellings were converted into two and some three family

units and that dwellings under construction were being constructed for two and three units each. We felt these conversions and new construction to be surreptitious and illegal and commenced legal proceedings to compel a reconversion and halt future residential construction until zoning conformance was had. It was a bitter contest opposed at every conceivable step by the Satmars. The legal contest virtually consumed this Town for five months and the cry went up from the other residents of this Town, particularly those of the Northeast area where the Monwood subdivision lies, to enforce our Zoning and Building Codes. The most salient observation was, "If I have to obey the Zoning Law, so do the Satmars".

The Town Board never really understood the reason for the arduous opposition thrown up by the Satmar community to its code enforcement position but felt it lay buried deep in an economic reality that the business leaders could not market the dwellings to their membership unless the cost of maintaining them could be shared by two or three tenants (and their families), whether or not they were related in family groups or were no more than income tenants. Perhaps zoning enforcement might have meant financial ruin for the Monwood business leaders. We felt that those who actually bought or contracted to buy the dwellings had no idea of the Town's zoning restrictions and were unsuspecting objects of the enforcement action.

We also felt that the Town's enforcement position was a rallying point for the Satmar's ingrained feeling of persecution against the Jewish faith. The more the Town sought to enforce, the more it was

accused of persecuting the Hasidic Jews. Of course, nothing could be further from the truth. The Satmars were and are welcomed in Monroe as any new group would be. Their customs were respected and accommodated. They received approval to build a large Synagogue on Forest Road, as well as a private educational complex and religious bath facility. A temporary bath was allowed as were the use of the basements in the garden apartments for schooling pending completion of the permanent facilities. Indeed, there was no problem at all relative to the Satmars in Monroe until the zoning issue. Perhaps this fictitious "persecution" syndrome clouded the real issue more than anything else. It was an erroneous and distinctly unfair invective to toss at the Town's zoning enforcement program.

At any rate the Town's zoning position is well documented in the several law suits that arose in this controversy. (i.e., In the Matter of the Application of Andrew W. Barone; Buchinger v. Moore; Schwartz v. DeAngelis; United Talmudic Association v. Town of Monroe; Monfield Homes, Inc. v. Moore; Hirsch v. Moore; and the several applications decided by the Zoning Board of Appeals.

At the height of the dispute the Satmars presented to me a petition to form a new village of very large dimensions which included many properties and people not of the Satmar belief. The Town Board felt that that attempt at self incorporation was a use of the Village Law to escape the accusing finger of the Town which would at the same time allow the Satmars to enact their own zoning laws designed to suit their economic and sociological needs. The Town realized the strength

of the Satmar move in that the Board was, by law, foreclosed from passing upon the public good - or lack of it - in forming such a village, yet (by a split vote) the Board decided to attack the very law that enabled the formation of a village without a decision by the Town from whence it would be carved upon the public good of such a creation.

At the same time a petition was presented to the Town Board and the Village of Monroe Board of Trustees by the Northeast property owners to annex land around the core of the Monwood subdivision into the Village of Monroe and to do so before action was taken on the new village application, thereby precluding the formation of the new village (a new village cannot be formed within the bounds of another). This led to an attack on that proceeding in United States District Court by means of a "civil rights" suit (Schwartz, etal. v. DeAngelis, etal), and that in turn led to compromise negotiations between the Satmar leadership and the residents of the northeast section of Town.

After strenuous negotiations virtually all the Northeast property owners and the Satmar group agreed to the formation of a new village on a much smaller scale than originally proposed and one that would not include any one who did not want to be within its bounds. It was limited to 320+ acres owned by the Satmar community. The Town Board acquiesced in that agreement and the present petition is an outgrowth of that compromise.

To me, and I believe to the Town Board, the compromise is almost as distasteful as the dispute it settled. The Satmar Hasidim has

taken advantage of an obviously archaic State statute to slip away from the Town's enforcement program without the Town having the slightest possibility of commenting on the inappropriate reasons for formation of the new village. Were the village proposed prior to the accusations or after they were adjudicated, it would be a different matter, but to utilize the self incorporation procedure during the pendency of a vigorously litigated issue in which the Town has accused the Satmar community of serious and flagrant violations of its Zoning Law, is almost sinister and surely an abuse of the right of self incorporation. I do not believe that the authors of the 106 year old Village Law ever dreamed it would be used for this purpose.

Be that as it may, I am left with the hollow provisions of the Village Law which allow me only to review the procedural niceties of the petition itself. Those niceties are politely set forth in Section 2-206 of the Village Law.

At the public hearing objections were raised as to the validity of the corporate signatures. The essence of the objection is that there is no certificate of authenticity evidencing the signators authority to sign and affix the corporate seal. It is true, there is none. It is also true that for the corporation "Monfield Homes, Inc.", owner of the bulk of the land within the territory, the signature itself is virtually illegible and it is not identified by a typewritten or printed name under the signature itself. This is strange in that all the individual signators are so identified. Yet

it is noted that the corporate seal for each corporation is affixed. That in and of itself is a presumption that the signator had authority of the Board of Directors to sign and affix the seal (Section 107 Business Corporation Law). Furthermore, the legislature did not require a certificate of authenticity when specifically setting down how the petition was to be executed (Section 2-202 Village Law). Any such certificate would be surplussage and would evidence proof more than is called for. Cf. Skidmore College v. Cline, 58 Misc. 2d 582, 296 N.Y.S.2d 582 (Sup. Ct., Broome Co., 1969). There was no proof put forth at the hearing to rebutt the presumption of Section 107 Business Corporation Law and the dictates of the statute were carried out. I reject this objection.

The balance of the objections put forth at the hearing and outlined in the written objections of Lillian Roberts submitted at that hearing go to the questionable public interest of that proposal. While the boundaries of the new village may be distorted and the property rights of the objectant somewhat endangered, I am foreclosed from entertaining or ruling on such objections, cf. Rose v. Barraud, 61 Misc. 2d 377, 305 N.Y.S.2d 721, aff'd. 36 A.D.2d 1025, 322 N.Y.S.2d 1000. As much as I would like to deal with the public interest question of this proposal and how I feel that it will endanger an otherwise rural residential neighborhood of Monroe, by law, I cannot. I therefore must reject these objections also.

Although not in writing, there were objections put forth at the hearing relating to the failure of the map submitted with the petition to show the Monwood Lake or pond and the corresponding property rights

of the objectants to that Lake or pond. There is no requirement for a boundary map, no less the showing of ponds or other topographical features. A boundary map is optional (Section 2-202 1.C (1) Village Law), if the petition is supported by a metes and bound description. Aside from the fact that it is not in writing, I must reject this objection also. I find the petition to otherwise conform with the requirements of Section 2-202 of the Village Law.

Accordingly, I will approve the petition as I must within the limits of the law I am given to work with. With this approval I hope that a new era of well being will spring up between the Satmar community and the rest of Monroe and that the Satmar will realize that in order to survive at all in Monroe or elsewhere they must begin to adopt to some of the ways of life of the people in whose midst they have chosen to reside. For the Satmars to believe that they are above or separate from the rules and regulations that Monroe has chosen to live by or try to impose their mores upon the community of Monroe, or to hide behind the self-imposed shade of secrecy or cry out religious persecution when there is none, will only lead to more confrontations as bitter as the one this decision purports to resolve. I hope that will not be the case.

The petition is approved and the Town Clerk is hereby directed to begin the procedures for an election within the subject territory, in the manner proscribed by law.

Dated: December 10, 1976  
Monroe, New York



WILLIAM C. ROGERS  
SUPERVISOR, TOWN OF MONROE

**EXHIBIT D**

**ZARIN & STEINMETZ**  
ATTORNEYS AT LAW  
81 MAIN STREET  
SUITE 415  
WHITE PLAINS, NEW YORK 10601

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MICHAEL D. ZARIN  
DANIEL M. RICHMOND  
BRAD K. SCHWARTZ

TELEPHONE: (914) 682-7800  
FACSIMILE: (914) 683-5490  
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DAVID J. COOPER  
JODY T. CROSS\*  
JEREMY E. KOZIN  
KRISTA E. YACOVONE

\* ALSO ADMITTED IN D.C.  
\* ALSO ADMITTED IN CT  
\* ALSO ADMITTED IN NJ

MARSHA RUBIN GOLDSTEIN  
HELEN COLLIER MAUCH\*  
LISA F. SMITH\*  
OF COUNSEL

August 18, 2014

**By Certified Mail, Return Receipt Requested**

Gedalye Szegedin, Village Clerk  
Village of Kiryas Joel  
Village Hall  
P.O. Box 566  
Monroe, New York 10949

**Re: FOIL Request**

Dear Mr. Szegedin:

This is a request pursuant to New York State's Freedom of Information Law, Public Officers Law § 84 et seq. ("FOIL"), on behalf of our client, John Allegro.

Please provide the undersigned with the opportunity to review and, if desired, to copy any and all Records (as that term is defined by FOIL) in the Village of Kiryas Joel's ("Village") possession regarding or relating to the following items:

- (1) Identities of the members of the Village Planning Board;
- (2) All documents relating to Village Planning Board Members' satisfaction of applicable training requirements since January 2012 (see N.Y. Village Law § 7-718(7-a));
- (3) All agendas prepared or issued by the Village Planning Board since January 2012;
- (4) All minutes prepared in connection with Village Planning Board Meetings since January 2012;
- (5) All resolutions issued by the Village Planning Board since January 2012;

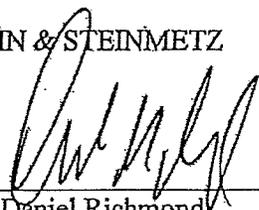
- (6) Identities of the members of the Village Zoning Board of Appeals;
- (7) All documents relating to Village Zoning Board of Appeals Members' satisfaction of applicable training requirements since January 2012 (see N.Y. Village Law § 7-712(7-a));
- (8) All agendas prepared or issued by the Village Zoning Board of Appeals since January 2012;
- (9) All minutes prepared in connection with Village Zoning Board of Appeals Meetings since January 2012;
- (10) All resolutions issued by the Village Zoning Board of Appeals since January 2012;
- (11) Copy of the Village comprehensive planning document(s);
- (12) Copy of the Village Zoning Code or Ordinance;
- (13) Copies of all determinations by any Village agency(ies) pursuant to the New York State Environmental Quality Review Act ("SEQRA"), including positive declarations, negative declarations, conditioned negative declarations, and/or findings statements; and
- (14) Copies of all referrals made to the Orange County Planning Department pursuant to Section 239-m of the New York State General Municipal Law since January 2012.

We will, of course, pay all appropriate photocopying costs.

Thank you for your attention to this matter. Please contact me with any questions.

Very truly yours,

ZARIN & STEINMETZ

By: 

Daniel Richmond

cc: John Allegro (via email)  
Javid Afzali, Esq. (via email)

**EXHIBIT E**

WHITEMAN  
OSTERMAN  
& HANNA LLP

Attorneys at Law  
www.woh.com

One Commerce Plaza  
Albany, New York 12260  
518.487.7600 phone  
518.487.7777 fax

Javid Afzali  
Associate  
518.487.7666 phone  
jafzali@woh.com

September 29, 2014

VIA First-Class

Daniel Richmond  
Zarin & Steinmetz  
81 Main Street  
Suite 415  
White Plains, New York 10601

Re: RE: FOIL #0818-14-001  
DATE RECEIVED: August 18, 2014

Dear Mr. Richmond:

This letter responds to your request for access to records under New York State's Freedom of Information Law (FOIL) dated August 18, 2014 and subsequent Appeal of Denial dated September 15, 2014.

Please find attached documents (total 238 pages) in partial response to your request. Due to the breadth of your request, the Village continues to review its records to identify additional non-exempt responsive documents. The Village will provide you with such documents within a reasonable timeframe given the extensiveness of the request.

If all records are not provided because the records are excepted from disclosure, you will be notified of the reasons and of your right to appeal the determination.

Very truly yours,

Javid Afzali

JA/alw

Encls.

cc: Village of Kiryas Joel

226 Warren Street, Hudson, NY 12534 Phone: 518-697-7112 Fax: 518-487-7777  
Service Of Process and Papers Not Accepted At Hudson Office

DF001191

**EXHIBIT F**

WHITEMAN  
OSTERMAN  
& HANNA LLP

Attorneys at Law  
[www.woh.com](http://www.woh.com)

One Commerce Plaza  
Albany, New York 12260  
518.487.7600 phone  
518.487.7777 fax

Javid Afzali  
Associate  
518.487.7666 phone  
[jafzali@woh.com](mailto:jafzali@woh.com)

November 10, 2014

VIA First-Class

Daniel Richmond  
Zarin & Steinmetz  
81 Main Street  
Suite 415  
White Plains, New York 10601

Re: RE: FOIL #0818-14-001  
DATE RECEIVED: August 18, 2014

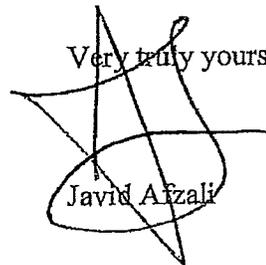
Dear Mr. Richmond:

This letter responds to your request for access to records under New York State's Freedom of Information Law (FOIL) dated August 18, 2014 and subsequent Appeal of Denial dated September 15, 2014.

Please find attached documents in response to your request.

If all records are not provided because the records are excepted from disclosure, you will be notified of the reasons and of your right to appeal the determination.

Very truly yours,



Javid Afzali

JA/alw

Encls.

cc: Village of Kiryas Joel

226 Warren Street, Hudson, NY 12534 Phone: 518-697-7112 Fax: 518-487-7777  
Service Of Process and Papers Not Accepted At Hudson Office

DF001193

**EXHIBIT G**

**Krista Yacovone**

---

**From:** Afzali, Javid <JAfzali@woh.com>  
**Sent:** Wednesday, November 19, 2014 11:08 AM  
**To:** Krista Yacovone  
**Subject:** RE: FOIL Response

Hi Krista,

The Village has not withheld any documents and will not be producing any further records.

Best Regards,  
Javid

**Javid Afzali, Esq. | Whiteman Osterman & Hanna LLP**

*Associate*

One Commerce Plaza | Albany | New York | 12260

| o | 518.487.7666 | f | 518.487.7777

| e | [jafzali@woh.com](mailto:jafzali@woh.com) | w | [www.woh.com](http://www.woh.com)

---

**From:** Krista Yacovone [mailto:[kyacovone@zarin-steinmetz.com](mailto:kyacovone@zarin-steinmetz.com)]  
**Sent:** Monday, November 17, 2014 4:08 PM  
**To:** Afzali, Javid  
**Cc:** Daniel Richmond  
**Subject:** FOIL Response

Dear Javid,

We are in receipt of your letter, dated November 10, 2014, providing Records in response to the FOIL request made to the Village of Kiryas Joel on behalf of United Monroe on August 18, 2014.

Please confirm that you are not producing any further Records. Please also confirm whether any Records are being withheld as exempt from disclosure under FOIL. If this is the case, Public Officers Law Section 89 requires that the Village provide us with a written explanation as to why it is withholding these Records.

Thank you,

Krista

**Krista E. Yacovone, Esq.**  
Associate

 **ZARIN &  
STEINMETZ**  
81 Main Street, Suite 415  
White Plains, New York 10601  
Tel: (914) 682-7800  
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[kyacovone@zarin-steinmetz.com](mailto:kyacovone@zarin-steinmetz.com)  
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[Add to address book](#) | [Bio](#)

**EXHIBIT H**

ZARIN & STEINMETZ  
ATTORNEYS AT LAW  
81 MAIN STREET  
SUITE 415  
WHITE PLAINS, NEW YORK 10601

DAVID S. STEINMETZ\*  
MICHAEL D. ZARIN  
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DAVID J. COOPER  
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\* ALSO ADMITTED IN D.C.  
\* ALSO ADMITTED IN CT  
^ ALSO ADMITTED IN NJ

MARSHA RUBIN GOLDSTEIN  
HELEN COLLIER MAUCHA  
LISA F. SMITH\*  
OF COUNSEL

April 4, 2014

*By Overnight Delivery*

Robert L. Ewing  
Environmental Analyst II  
New York State Department of Environmental Conservation  
Division of Environmental Permits, 4<sup>th</sup> Floor  
625 Broadway  
Albany, NY 12233-1750

Re: Lead Agency Dispute  
Proposed Ca. 510 Acre Land Annexation from  
Town of Monroe to Village of Kiryas Joel  
Town of Monroe, Orange County

Dear Mr. Ewing:

This Firm represents United Monroe, which consists of residents of the Town of Monroe and others who live in the surrounding community. United Monroe respectfully submits this letter to alert the Department to matters that raise serious doubts about the ability of the Village of Kiryas Joel ("Village") to investigate the impacts of the proposed annexation, and its capabilities for providing the most thorough environmental assessment of the proposed annexation. See 6 N.Y.C.R.R. § 617.6(b)(5)(v). Also, serious concerns exist regarding the Village's willingness and ability to undertake an open and transparent process, which encourages meaningful public participation, as the State Environmental Quality Review Act ("SEQRA") requires.

**Environmental Concerns**

The Village has exhibited repeated failures to fulfill its obligations under SEQRA and other environmental laws, which raise serious concerns about its willingness and ability to conduct a lawful and thorough environmental review in connection with the annexation.

The Appellate Division Second Department, for example, held that the Village Board of Trustees prepared an inadequate environmental impact statement (“EIS”) in connection with its review of a project to construct a public water supply facility and a pipeline to connect the facility to the Catskill Aqueduct. County of Orange v. Vill. of Kiryas Joel, 44 A.D.3d 765, 844 N.Y.S.2d 57, 61-62 (2d Dept. 2007). The Court held that the Village

- Did not “fully identif[y] the nature and extent of all of the wetlands that would be disturbed or affected by the construction of the proposed water pipeline, how those wetlands would be disturbed, and how such disturbance, if any, would affect the salutary flood control, pollution absorption, groundwater recharge, and habitat functions of those wetlands;”

- “[N]either the DEIS nor the FEIS fully identified the location, nature, or extent of the bodies of surface water into which wastewater from the proposed treatment plant would be discharged, and which State classes and standards of quality and purity apply to those water bodies;”

- “Nor did the DEIS or the FEIS adequately identify how much effluent would be discharged into those bodies of water over what periods of time, what the nature of the effluent might be, and what the effect upon those bodies of water are likely to be;”

- “[T]he DEIS and the FEIS were [also] rendered inadequate by the absence of a site-specific and design-specific phase 1–B archaeological study,” and;

- “[T]he DEIS and the FEIS provided no demographic analysis or projections with respect to the effect of the availability of a steady and stable supply of potable water on population movement into or out of the Village.”

Id. For these reasons, the Second Department held that the Village Board of Trustees failed to take the requisite “hard look” under SEQRA.

Moreover, once the Kiryas Joel Wastewater Treatment Plant was constructed and operational, your Department found that it was not in compliance with the State Pollutant Discharge Elimination System (“SPDES”) Permit and Article 17 of the Environmental Conservation Law. By letter dated May 16, 2013, for example, your Department issued a Notice of Violation to the Village Mayor and Trustees. The findings in this letter reflect a serial disregard for environmental conditions. By way of example, the letter notes that the Department had previously noted that certain improvements were required at the Plant to prevent rags and other solids from entering the system, and that the Department had previously required that these improvements be completed by March 1, 2008. More than five (5) years later, however, as of the date of the letter, these improvements still had not been effectuated.

Similarly, by letter dated December 23, 2013, your Department issued a Notice of Violation in connection with the Village's Municipal Separate Storm Water System ("MS4"). The Department noted that an inspection revealed that site disturbance greater than one acre had occurred without compliance with the Department's SPDES General Permit for Stormwater Discharges from Groundwater Activity.

By letter dated November 22, 2013, the United State Environmental Protection Agency ("EPA") also found that "the Village has violated and remains in a state of noncompliance with [Clean Water Act] Section 301, 33 U.S.C. § 1311, for failing to comply with the conditions and limitations of the MS4General Permit. (Copy of EPA's November 22, 2013 letter and the accompanying Administrative Compliance Order (the "ACO") are annexed hereto.) The factual findings in the ACO demonstrate that the Village failed to fulfill fundamental requirements, such as failing to map its storm sewersheds, failing to implement and enforce requirements pertaining to obtaining Construction General Permit ("CGP") coverage, a lack of any procedures for Stormwater Prevention Plan ("SWPP") review, inaccurate records in a variety of areas, and a lack of a training program to ensure that staff receive necessary training.

These repeated and serious violations of environmental laws raise legitimate concerns about the Village's abilities to comprehensively investigate the impacts of the proposed annexation, and to provide an impartial, meaningful environmental assessment of the proposed annexation.

### **Public Participation Concerns**

The ACO also shows that the Village disregarded legal requirements intended to promote public participation, stating that the Village violated its obligation to make its draft Annual Report available to the public for comment. (ACO at 3.). Similarly, as set forth in the annexed letter of John Allegro, the Village has not been responsive to Freedom of Information Law ("FOIL") requests from the public for basic information. Moreover, the Village does not appear to conduct the meetings of its public bodies in a manner designed to promote public participation. As Allegro notes, the Village Planning Board meetings are scheduled for the unusual time of the first Sunday of every month at 9:00 p.m. Moreover, when Allegro went to the location noticed for the Planning Board Meeting at the scheduled time, the doors to the Village offices were locked, and there was no notice of a meeting change or cancellation was posted at the entrance of the building.

The Village's failure to fulfill its obligations to conduct official business in an open and transparent manner raises concerns about its ability to conduct a legitimate SEQRA review, which is intended to be an open process and one that promotes public involvement.

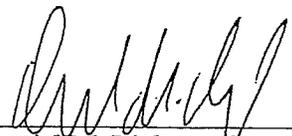
Conclusion

The Village's repeated and serious violations of environmental laws, and its apparent disinclination to involve the public in the public review process or otherwise conduct its affairs in an open and transparent manner, raise legitimate concerns about the Village's abilities to comprehensively investigate the impacts of the proposed annexation and to provide the most thorough environmental assessment of the proposed annexation.

Please let us know if you have any questions.

Respectfully,

ZARIN & STEINMETZ

By:   
Daniel M. Richmond

DMR/mth

enc.

cc: United Monroe  
Joe Martens, Commissioner  
Lawrence H. Weintraub, NYS DEC Office of General Counsel

**EXHIBIT I**



ZARIN &  
STEINMETZ

David J. Cooper  
Jody T. Cross ◊  
Marsha Rublin Goldstein  
Jeremy E. Kozin  
Helen Collier Mauch ▲  
Daniel M. Richmond  
Brad K. Schwartz  
Lisa F. Smith ◊  
David S. Steinmetz ■  
Krista E. Yacovone  
Michael D. Zarin

November 24, 2014

Via ECF Only

Hon. Vincent L. Briccetti  
United States Courthouse  
300 Quarropas Street, Room 630  
White Plains, New York 10601

■ Also admitted in D.C.  
◊ Also admitted in CT  
▲ Also admitted in NJ

*Re: United States v. Kiryas Joel Poultry Processing Plant, Inc., and  
Kiryas Joel Meat Market Corp., No. 14-cv-8458(VB)  
Comments on Consent Decree*

Your Honor:

This Firm represents United Monroe, a group committed to transparent and open government, whose members include residents of the Town of Monroe and others who live in the surrounding community. Pursuant to 28 C.F.R. § 50.7, we respectfully submit these comments on the Consent Decree proposed in the above-referenced Action brought by the United States of America against the Kiryas Joel Poultry Processing Plant, Inc. ("KJPPP") and Kiryas Joel Meat Market, Inc., for violations of the Clean Water Act. We write to alert the United States to the apparent relationship between KJPPP and the Village of Kiryas Joel (the "Village" or "Kiryas Joel"), a municipality with a longstanding history of environmental violations and serial failure to follow federal, state and local laws.<sup>1</sup> The penalties imposed by the Consent Decree should be high enough to promote environmental compliance by not only KJPPP, but the Village as well.

The Village Has Close Ties To KJPPP Management

It appears that the Village is the actual impetus behind multiple private entities conducting business within its borders, including KJPPP, and/or that there is a close relationship between the Village and such entities. Upon information and belief, KJPPP's president Mayer Hirsch was a Village Trustee from 1982 to 1990, and Chairman of the Planning and Zoning Boards from 1990 to 1997. During this time, upon information and belief, he was also Chairman of the Kiryas Joel Municipal Local Development Corporation, a quasi-governmental agency, and later served as Vice Chairman of the same corporation. Upon information and belief, he has also served as a Trustee of the United Talmudical Academy, the private school system in the Village, and is now CEO of Burdock Realty Corp., which owns property within an area adjacent to the Village

<sup>1</sup> The Village is located within the Town of Monroe's borders. As such, United Monroe is concerned with governance practices in the municipalities of both Monroe and Kiryas Joel.

that the Village is seeking to annex.<sup>2</sup> In 1989, upon information and belief, Hirsch incorporated Vaad Hakiryah of Kiryas Joel, Inc., which owns several hundred acres of land in Orange County. The current Mayor of the Village, Abraham Wieder, was apparently president of Vaad Hakiryah in the early 1990s. During his tenure as president, upon information and belief, Wieder was also serving as Deputy Mayor of the Village, as well as president of Congregation Yetev Lev, the local synagogue, and president of Board of the Kiryas Joel Village Union Free School District, a public school district for special education students in the Village. Like Hirsch, upon information and belief, Wieder was also a Trustee of the United Talmudical Academy. Wieder has been Mayor of the Village since 1995.

Given the apparent connection between KJPPP and Village officials, any representations by KJPPP that it will observe the Compliance and Mitigation Requirements, as well as Reporting Requirements, imposed under the Consent Decree must be analyzed in light of the Village's history of noncompliance with federal, state and local laws. Moreover, respectfully, the Court should recognize that it is not enough to compel compliance from KJPPP. The penalty should also be sufficiently high to encourage the Village to obey all environmental laws, as well.

#### **The Village Systemically Fails To Abide By Environmental Laws**

The Village has routinely flouted applicable land use and environmental laws and regulations, resulting in a pattern of disregard for the environment and its citizens. Exactly one year ago, the U.S. Environmental Protection Agency found that "the Village has violated and remains in a state of noncompliance with [Clean Water Act] Section 301, 33 U.S.C. § 1311, for failing to comply with the conditions and limitations of the MS4 General Permit." The factual findings in the made in the subsequent Administrative Consent Order demonstrate that the Village failed to fulfill fundamental requirements, such as failing to map its storm sewersheds, failing to implement and enforce requirements pertaining to obtaining coverage under the Construction General Permit, a lack of any procedures for review of Stormwater Pollution Prevention Plans, inaccurate records in a variety of areas, and a lack of a training program to ensure that staff receives necessary training.

Similarly, the Village has continuously failed to comply with state environmental regulations, including the New York State Environmental Quality Review Act ("SEQRA"). *See, e.g., Cnty. of Orange v. Vill. of Kiryas Joel*, 11 Misc.3d 1056(A), 815 N.Y.S.2d 494 (Sup. Ct. Orange Cnty. 2005) (holding that the Village did not take the requisite "hard look" under SEQRA at the potential adverse environmental impacts of a proposed water pipeline), *aff'd as modified*, 44 A.D.3d 765, 844 N.Y.S.2d 57 (2d Dept. 2007). Moreover, once the Kiryas Joel Wastewater Treatment Plant was constructed and operational, the New York State Department of Environmental Conservation ("DEC") found that it was in noncompliance with the State Pollutant Discharge Elimination System ("SPDES") Permit and Article 17 of the New York State Environmental Conservation Law. By letter dated May 16, 2013, DEC issued a Notice of

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<sup>2</sup> United Monroe is opposing the Village's action for annexation, which has taken the form of two Petitions for Annexation: one Petition to annex 507 acres of land, and another Petition to annex 164 acres of land. Again indicative of the relationship between the Village and local businesses, the Village is hiding behind Simon Gelb, a developer who is the supposed "petitioner" for annexation.

Violation to the Village Mayor and Board of Trustees. The findings in this letter reflect a serial disregard for environmental conditions. By way of example, the letter states that DEC had previously noted that certain improvements were required at the Plant to prevent rags and other solids from entering the system, and that DEC had previously required these improvements be completed by March 1, 2008. More than five years later, however, as of the date of the DEC letter, these improvements still had not been effectuated.

Courts consider an agency's history of noncompliance with environmental regulations when, for example, reviewing the adequacy of any environmental review. See, e.g., Citizens Advisory Comm. on Private Prisons, Inc. v. U.S. Dept. of Justice, 197 F. Supp. 2d 226, 251 (W.D. Pa. 2001), aff'd, 33 F. App'x 36 (3d Cir. 2002) ("[I]n cases where the agency has already violated [the National Environmental Policy Act], its vow of good faith and objectivity is often viewed with suspicion."); Natural Res. Def. Council, Inc. v. U.S. Army Corps of Eng'rs, 457 F. Supp. 2d 198, 222 n.178 (S.D.N.Y. 2006) (citing Citizens Advisory Comm. on Private Prisons when discussing federal regulations prohibiting agencies from preparing an environmental impact statement simply to justify decisions already made, and requiring agencies to show a good faith and objective review of potential environmental impacts of the proposed action). Here, your Honor, and Plaintiff the United States, should consider the Village's history of poor environmental stewardship before approving and/or entering into a final Consent Decree with KJPPP.

#### **Recent FOIL Response Confirms Village's Continued Failure To Comply With The Law**

A recent response from Kiryas Joel to a request made by United Monroe under the New York State Freedom of Information Law ("FOIL") raises further doubts about the Village's ability and willingness to comply with federal, state and local regulations. By letter dated August 18, 2014, United Monroe requested that the Village provide basic information relating to its planning processes pursuant to FOIL, including: (i) the identities of the members of the Village Planning Board and Zoning Board; (ii) documents relating to Village Planning Board and Zoning Board Members' satisfaction of applicable training requirements since January 2012; (iii) all Planning Board and Zoning Board agendas, minutes, and resolutions since January 2012; (iv) copies of all determinations by any Village agency(ies) pursuant to SEQRA; and (v) copies of all referrals made to the Orange County Planning Department pursuant to Section 239-m of the New York State General Municipal Law since January 2012.

This information would reflect Kiryas Joel's compliance with the most basic land use and environmental laws, and should be neither difficult to locate, nor onerous to produce. Kiryas Joel, however, did not even send United Monroe an acknowledgment of its FOIL request, let alone produce any responsive documents. Accordingly, on September 15, 2014, United Monroe appealed Kiryas Joel's constructive denial of its August 18<sup>th</sup> FOIL request. In response, on September 29, 2014, Kiryas Joel provided a copy of its 1999 Comprehensive Plan and its Village Code. On October 28, 2014, United Monroe sent another letter to Kiryas Joel, inquiring as to whether it would be producing any further documents in response to the August 18<sup>th</sup> FOIL Request. On November 10, 2014, Kiryas Joel responded by producing all agendas and minutes prepared in connection with Village Planning Board Meetings since January 2012. Kiryas Joel

did not produce any determinations under SEQRA, any documents indicating compliance with New York General Municipal Law 239-m, any showing of Board members' satisfaction of state law requirements, or any relevant documentation from the Zoning Board of Appeals. On November 19, 2014, counsel for Kiryas Joel confirmed that there would be no further documents forthcoming, and that none were being withheld as exempt under FOIL. Thus, Kiryas Joel's limited response to United Monroe's August 18<sup>th</sup> FOIL request further demonstrates its routine failure to comply with local and state land use and environmental laws.

Conclusion

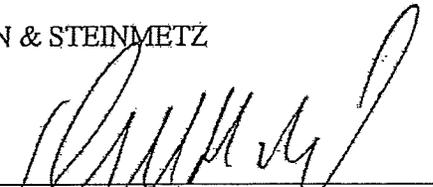
KJPPP appears to be closely connected with the Village of Kiryas Joel. Accordingly, the penalty imposed by the Court should be sufficient to compel compliance by both KJPPP and the Village.

Please do not hesitate to contact us should you have any questions.

Respectfully submitted,

ZARIN & STEINMETZ

By:

  
Daniel M. Richmond (DR2652)  
Krista E. Yacovone

cc:

- (via overnight mail) Preet Bharara, Esq.  
United States Attorney for the Southern District of New York
- Tomoko Onozawa, Esq.  
Assistant U.S. Attorney, Southern District of New York
- Ellen Mahan, Esq.  
Deputy Section Chief, Environmental Enforcement Section, Environment and Natural Resources Division, U.S. Dep't of Justice
- Eric Schaaf, Esq.  
Regional Counsel, U.S. Environmental Protection Agency, Region 2
- Edward Scarvalone, Esq.  
Doar Rieck Kaley & Mack
- Mayer Hirsh  
President, Kiryas Joel Meat Market, Inc.
- Chaim Oberlander  
Vice President, Kiryas Joel Poultry Processing Plant, Inc.
- John Allegro  
United Monroe

**EXHIBIT J**



David J. Cooper  
Jody T. Cross ◊  
Marsha Rubin Goldstein  
Jeremy E. Kozin  
Helen Collier Mauch ▲  
Daniel M. Richmond  
Brad K. Schwartz  
Lisa F. Smith ◊  
David S. Steinmetz ◊  
Krista E. Yacovone  
Michael D. Zarin

◊ Also admitted in D.C.  
◊ Also admitted in CT  
▲ Also admitted in NJ

December 3, 2014

Via Overnight Mail

Robert L. Ewing  
Environmental Analyst II  
New York State Department of Environmental Conservation  
Division of Environmental Permits, 4<sup>th</sup> Floor  
625 Broadway  
Albany, NY 12233-1750

*Re: Lead Agency Dispute  
Proposed Land Annexation from  
Town of Monroe to Village of Kiryas Joel*

Dear Mr. Ewing:

As you know, this Firm represents United Monroe, a group of concerned residents committed to transparent and open government. Its members include residents of the Town of Monroe (the "Town") and others who live in the surrounding community. United Monroe submits this letter in connection with the Lead Agency Dispute that remains pending before your Department regarding the proposed annexation of 507 acres of land by the Village of Kiryas Joel ("Kiryas Joel" or the "Village") from the Town. Kiryas Joel has, once again, failed to abide by environmental laws and regulations, further demonstrating that it is unfit to serve as Lead Agency for the annexation.

By letter dated November 7, 2014, your Department issued a Notice of Violation ("NOV") to the Village in connection with a recent "Unsatisfactory" rating at Kiryas Joel's municipal Wastewater Treatment Plant following a Comprehensive Annual Compliance Inspection. (A copy of the NOV and accompanying Municipal Wastewater Facility Inspection Report is annexed hereto.) The NOV noted that Kiryas Joel is currently operating its Wastewater Treatment Plant without a valid SPDES Permit, and has been doing so since July 31, 2014. The NOV also requested that the Village submit a corrective action plan by December 1, 2014, to remediate certain deficiencies at the Plant, including: (i) solid handling problems as a result of the

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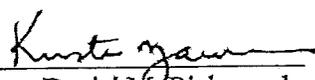
pump house's broken mechanical screen, which has been out of service since June 1, 2014; (ii) incorrect calculations of reported discharge values in the May 2014 Discharge Monitoring Report; (iii) failure to produce the April 2014 laboratory reports; and (iv) failure to correct other deficiencies at the Plant cited in the Department's last inspection letter, dated August 26, 2013.

In light of this information, respectfully, United Monroe reiterates its position that it would be improper and irresponsible to allow Kiryas Joel to serve as Lead Agency for the annexation.

Please feel free to contact us should you have any questions.

Respectfully submitted,

ZARIN & STEINMETZ

By:   
Daniel M. Richmond  
Krista E. Yacovone

Encl.

cc: John Allegro (via email)  
Emily Convers (via email)

**New York State Department of Environmental Conservation**  
**Division of Water, Region 3**  
100 Hillside Avenue • Suite 1W, White Plains, New York 10603-2860  
Phone: (914) 428-2505 • FAX: (914) 428-0323  
Website: www.dec.state.ny.us



**Joe Martens**  
Commissioner

November 7, 2014

Mayor and Village Trustees  
Village of Kiryas Joel  
P. O. Box 566  
51 Forest Road  
Monroe, NY 10950

**Re: Annual Compliance Inspection – Notice of Violation**  
**Kiryas Joel Wastewater Treatment Plant**  
**SPDES Permit No.: NY0250520**  
**Order on Consent: Case No. R3-20080229-14, R3-20080229-14-A15, R3-20030930-124**

Dear Village Officials:

On September 17, 2014, a compliance inspection of the above referenced facility was performed for the purpose of evaluating compliance with the State Pollutant Discharge Elimination System (SPDES) Permit and Article 17 of the Environmental Conservation Law. Please refer to the attached copy of the inspection report for detailed information and note the unsatisfactory rating.

The mechanical screen at the pump station has been out of service since June 1, 2014 and as a result problems with solid handling still persist at the wastewater treatment plant. Please submit to the Department a corrective action plan and schedule for repair or/and replacement of the mechanical screen. In addition some of the issues noted in the last inspection letter dated August 26, 2013, have not been satisfactorily addressed. Please refer to the inspection report for detailed information on the deficiencies at the wastewater treatment plant. According to 6 NYCRR Part 750-2.8, the permittee shall at all times, properly operate and maintain all disposal facilities which are installed or used by the permittee to achieve compliance with the conditions of the permit.

The reported value for Phosphorus on the May 2014 Discharge Monitoring Report (DMR) was not correctly calculated. Recompute the monthly average from the laboratory report results and submit an amended DMR to the Department. The April 2014 laboratory reports were also not available for review. Please ensure that adequate provision is made for access to records that must be kept under the conditions of the SPDES permit during compliance inspection and within a reasonable time.

The SPDES permit for this facility expired on July 31, 2014 and therefore, the facility has been operating without a SPDES permit. This is a violation of Article 17 of the NYS Environmental Conservation Law which states it shall be unlawful to discharge pollutants to the water of the state from any outlet or point source without a SPDES Permit or in a manner other than as prescribed by such permit.

Please provide the Department with a corrective action plan to correct the aforementioned deficiencies by December 1, 2014.

Your cooperation in operating and maintaining this facility, complying with your SPDES Permit and the protection of New York's waters is appreciated. Should you have any questions, please contact me at (914) 428-2505, Ext 365.

Very truly yours,



Adedayo Adewole, P.E.  
Environmental Engineer 1

cc: Shohreh Karimipour, P.E., Regional Water Engineer  
Manju Cherian, P.E. NYSDEC White Plains  
Carol Krebs, Esq., Assistant Regional Attorney



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER  
MUNICIPAL WASTEWATER FACILITY INSPECTION REPORT - COMPREHENSIVE (Part I)

Purpose of Inspection <b>Comprehensive</b>		DEC Region <b>3</b>	Date of Inspection <b>09/17/14</b>
SPDES No. <b>NY0250520</b>	Facility Name (V) <b>Kiryas Joel WWTP</b>	Location (C,T,V) ((V) <b>Kiryas Joel</b> )	
County <b>Orange</b>	Name of Inspector <b>Adedayo Adewole</b>	Part II Attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Summary Rating: <b>Unsatisfactory</b>			
Weather Conditions: <b>Sunny, 60s</b>			
Rating Codes: <b>S = Satisfactory U = Unsatisfactory M = Marginal NI = Not Inspected NA = Not Applicable</b>			
Items	Rating	Comments (Note units out of operation/outstanding operation/etc)	
<b>A. General</b>			
1. Buildings/Grounds/Housekeeping	M	Hoses to RBC influent from thickener overflow/ sand filter backwash	
2. Flow Metering	S	Calibrated 07/14	
3. Stand-by Power	S	Monthly Test	
4. Alarm Systems	S		
5. Odors/Odor Control	S		
6. Influent Impact on Operations	M	Rags	
7. Preventive Maintenance	U	see comments B2, B4-B6, C2	
8. Safety	M	Accessibility to clarifiers and thickeners hampered by railings.	
<b>B. Preliminary/Primary</b>			
1. Influent Pumps	NA		
2. Bar Screen/Comminutor	M		
3. Disposal of Grit/Screenings	S		
4. Grit Removal	NA		
5. Settling Tanks	U	Broken Skimmer system. Weir Fouling. Short-Circuiting.	
6. Scum/Sludge Removal	U	Excessive scum /rag build up	
7. Effluent	M	Scum in effluent weirs.	
8.			
<b>C. Secondary/Tertiary</b>			
1. RBC	S		
2. Secondary Clarifiers	U	excessive solids in effluent weirs	
3. Sand Filters	S		
4. Post Aeration	S		
5.			
6.			
7.			
8.			
<b>D. Effluent</b>			
1. Disinfection	S		
2. Effluent Condition	S		
3. Receiving Water Condition	S		
4.			
<b>E. Sludge Handling/Disposal</b>			
1. Digesters	NA		
2. Sludge Pumps	M	One primary pump is oos and one secondary pump needs repair.	
3. Sludge Dewatering	NA		
4. Sludge Disposal	S		
5. Sludge Thickener	U	Weir Fouling, Short-Circuiting, Excessive scum.	
Signature of Inspector:		Title: Environmental Engineer I	Date: 09/17/14
Name of Facility Representative: Ed Grogan		Title: Operator	Date: 09/17/14

MUNICIPAL WASTEWATER FACILITY INSPECTION REPORT - COMPREHENSIVE (Part II)

Facility Name (V) Kiryas Joel WWTP	SPDES Number NY0250520	Comments
<b>A. Collection System</b>		
(1) <u>100</u> % Separate _____ % Combined <span style="float: right;">__Yes __No <input checked="" type="checkbox"/> N/A</span>		
(2) Did sewer overflows occur upstream of the plant in the past year? <span style="float: right;">__Yes __No <input checked="" type="checkbox"/> N/A</span>		
(3) Reason for overflow(s). No information available. OCSD #1 keeps records. <span style="float: right;">__Yes __No <input checked="" type="checkbox"/> N/A</span>		
(4) Was overflow sewage chlorinated? <span style="float: right;">__Yes __No <input checked="" type="checkbox"/> N/A</span>		
(5) Were there any unpermitted overflows/bypasses? <span style="float: right;">__Yes __No <input checked="" type="checkbox"/> N/A</span>		
(6) Were appropriate agencies notified promptly, when required, of each overflow? <span style="float: right;">__Yes __No <input checked="" type="checkbox"/> N/A</span>		
(7) Is the capability for bypass designed into the plant? If so, list units which can be bypassed. <span style="float: right;">__Yes __No <input checked="" type="checkbox"/> N/A</span>		
(8) Does sewage by-pass the plant? <span style="float: right;"><input checked="" type="checkbox"/> Yes __No __N/A</span>		
Define conditions under which bypass occurs (e.g. what flow):		
Diverson of flow to OCSD #1 Harriman WWTP.		
Bypass frequency (times per year): _____		
Average duration of bypass (hours): _____		
(9) Infiltration/Inflow problems, e.g., is sewage ordinance enforced with respect to illegal stormwater connections? Explain as needed (include reference to corrective action or lack thereof). <span style="float: right;">__Yes <input checked="" type="checkbox"/> No __N/A</span>		
(10) Is there a BMP/Wet Weather Operations Plan? <span style="float: right;">__Yes <input checked="" type="checkbox"/> No __N/A</span>		
(11) Number of pump stations in system: <u>1</u>		
Number inspected this inspection: <u>1</u>		
Comments (consider access, ventilation, lighting, emergency power, safety, etc):		
Pump Station - Accessible, Standby Generator, mechanical screen.		
The mechanical screen has been out of service since June 1, 2014.		
<b>B. Industrial Waste</b>		
(1) Are industrial waste loadings causing problems at this facility? <span style="float: right;">__Yes <input checked="" type="checkbox"/> No __N/A</span>		
Explain as needed (describe nature of problem an extent and adequacy of measures to address the problem):		
(2) Is there a sewer use ordinance? <span style="float: right;"><input checked="" type="checkbox"/> Yes __No __N/A</span>		
Date: _____ OCSD #1 _____		
Based on Model: _____ <span style="float: right;"><input checked="" type="checkbox"/> Yes __No __N/A</span>		
Is it being enforced to control Industrial Waste? <span style="float: right;">__Yes <input checked="" type="checkbox"/> No __N/A</span>		
(3) Does this facility accept septage? <span style="float: right;">__Yes <input checked="" type="checkbox"/> No __N/A</span>		
How much?		
How is it introduced?		

**C. Laboratory Information**

(1) Is the permittee using an ELAP certified laboratory?  Yes  No  N/A  
 Details:

(2) Is a commercial laboratory used?  Yes  No  N/A  
 Lab Name: Environmental Labworks

Lab Address: P O Box 733, Malboro, NY 12542

(3) Pertaining to SPDES Self-Monitoring:

(a) Does the permittee have a written sampling plan?  Yes  No  N/A  
 If yes, are they following their plan?  Yes  No  N/A

(b) Is testing done for all parameters at required frequency and punctually reported?  Yes  No  N/A

(c) Do sampling techniques meet requirements and intent of permit?  Yes  No  N/A

(d) Are EPA-approved procedures used?  Yes  No  N/A

(e) Is calibration and maintenance of instrumentation and equipment satisfactory?  Yes  No  N/A

(f) Is quality control used? (Spiked/duplicate samples)  Yes  No  N/A

(g) Should sampling frequencies/types be modified?  Yes  No  N/A  
 If yes, please explain:

(h) Are lab records satisfactory?  Yes  No  N/A

(i) Is a minimum of 3 years data kept?  Yes  No  N/A

(4) Pertaining to Process Control:

(a) Is testing performed for all necessary parameters?  Yes  No  N/A

(b) Is testing performed at necessary frequencies?  Yes  No  N/A

(c) Are procedures technically sound?  Yes  No  N/A

(d) Is sampling adequate?  Yes  No  N/A

Activated Sludge Facility:

(e) Does the facility operator test for the following:  
 MLSS?  Yes  No  N/A

Dissolved Oxygen?  Yes  No  N/A

Settleability?  Yes  No  N/A

Microscopic Analysis of Sludge?  Yes  No  N/A

Final Clarifier Sludge Blanket Depth?  Yes  No  N/A

Process Control "Target Values"?  Yes  No  N/A

(f) Does the facility operator calculate the following process control parameters:  
 MCRT?  Yes  No  N/A

Sludge Age?  Yes  No  N/A

(g) Is the testing applied towards process control adjustments?  Yes  No  N/A

(h) What approach (if any) is used to determine changes in:

Sludge Age?

NA

Waste Sludge Flow?

NA

(i) Was laboratory information used to prepare the DMR and Monthly Operating Report properly?  Yes  No  N/A

(5) Explanation as needed for any of the above:

**D. Personnel Information**

(1) Is staffing and training adequate? (Consider all aspects, including management/supervision, operations, laboratory, maintenance, safety, availability of training, development of staff, etc.)  Yes  No  N/A

(2) Certified Operators:

Chief Operator - Name, Certificate Number, Grade, Renewal Date:  
 Mike Tremper 8015 4A 07/01/2015

Assistant Operator - Name, Certificate Number, Grade, Renewal Date:

Ed Grogan 11335 3 11/01/2015  
 Ed Alexander 12647 3 09/08/2017

(3) Is operational staff certified at the appropriate level(s)?  Yes  No  N/A  
 Explain if needed:

(4) Do facility operators have renewal certification and/or training records?  Yes  No  N/A

(5) Plant Classification: \_\_\_\_\_

(6) Plant Score: \_\_\_\_\_

(7) Explain as needed for any of the above:

**E. Additional Information**

(1) Is treatment facility properly operated and maintained?  Yes  No  N/A  
 Details: See Section F, Inspector's Comments.

(2) Check Adequate/Inadequate as appropriate:

- (a) Preventive maintenance schedules exist and are followed?  Adequate  Inadequate
- (b) Records are kept for maintenance, repairs and replacement?  Adequate  Inadequate
- (c) Spare parts inventory is maintained?  Adequate  Inadequate
- (d) O&M Manual exists and is available?  Adequate  Inadequate
- (e) O&M Manual kept up-to-date?  Adequate  Inadequate
- (f) As-built plans and specifications exist and are available?  Adequate  Inadequate
- (g) Manufacturers' O&M specifications exist and are available?  Adequate  Inadequate
- (h) Other records kept as needed (e.g. flow recorder charts)?  Adequate  Inadequate
- (i) Alarm system for power or equipment failures is properly maintained and tested?  Adequate  Inadequate
- (j) Standby power system exists and is routinely tested?  Adequate  Inadequate

(3) Current copy of Part I and Part II of SPDES permit on premises?  Yes  No  N/A

(4) Has facility been subject of complaints (odors, others)?  Yes  No  N/A  
 If yes, describe:  
 The SPDES permit expired on 07/31/14.

(5) Is sludge disposal satisfactory and are required permits in force?  Yes  No  N/A

(a) Name and location of sludge disposal site (and/or name and permit number of scavenger):  
 Coppola, NJ-790

(b) Is there an alternate sludge disposal site or contingency plan?  Yes  No  N/A  
 If yes, please describe:

Marangi

- (6) Does facility have effective administrative structure and adequate financial systems (e.g. Repair Reserve Fund, Uniform Accounting System)?  Yes  No  N/A
- (7) Is progress on compliance schedule(s) (e.g. Upgrading, CSO, Pretreatment) satisfactory?  Yes  No  N/A
- (8) Explanation as needed for any of the above:

Consent order requirements have not been fully implemented.

**F. Inspector Comments**

Hoses used to connect convey thickener overflow/ sand filter backwash to RBC Influent.

Weir fouling, short-circuiting and floating sludge in primary clarifiers, secondary clarifiers and thickeners.

A preventive maintenance schedule needs to be developed and kept on-site.

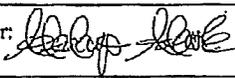
Construction work has started on the sand filter backwash holding tank. The Department should be notified when the tank is put into service.

The mechanical screen has been out of service since June 1, 2014. Submit a corrective action plan and schedule for repair or/and replacement.

April 2014 laboratory reports were not available for review.

The reported value for Phosphorus on the May 2014 Discharge Monitoring Report (DMR) was not calculated correctly. Please recompute the monthly average from the laboratory report results and submit an amended DMR to the Department.

The SPDES permit expired on July 31, 2014. Operating a wastewater treatment plant with an expired permit is a violation of the SPDES permit and Article 17 of the NYS Environmental Conservation Law.

Signature of Inspector: 	Title: Environmental Engineer I	Date: 09/17/14
Name of Facility Representative: Ed Grogan	Title: Operator	Date: 09/17/14

## **EXHIBIT K**



ZARIN &  
STEINMETZ

David J. Cooper  
Jody T. Cross ◦  
Marsha Rubin Goldstein  
Jeremy E. Kozin  
Helen Collier Mauch ▲  
Daniel M. Richmond  
Brad K. Schwartz  
Lisa F. Smith ◦  
David S. Steinmetz ✎  
Krista E. Yacovone  
Michael D. Zarin

✎ Also admitted in D.C.  
◦ Also admitted in CT  
▲ Also admitted in NJ

December 16, 2014

Via Overnight Mail

Patrick Ferracane  
Jennifer Zunino-Smith  
New York State Department of Environmental Conservation  
Division of Water, Region 3  
100 Hillside Avenue, Suite 1W  
White Plains, NY 10603-2860

**Re: Potential SPDES Violation  
Illegal Construction Activity Between Prag Blvd. and Rimenev Ct.  
Village of Kiryas Joel, Orange County, New York**

Dear Mr. Ferracane and Ms. Zunino-Smith:

This Firm represents United Monroe, a group of concerned residents committed to transparent and open government. Its members include residents of the Town of Monroe and others who live in the surrounding community. This Letter serves to inform your Department that upon information and belief, the Village of Kiryas Joel ("Kiryas Joel" or the "Village") has potentially caused a violation of your laws and regulations governing stormwater discharges.

By letter dated November 26, 2013, your Department issued a Notice of Violation and Cease and Desist Order ("NOV") to the Village in connection with an inspection of construction activity on Village-owned land between Prag Boulevard and Rimenev Court (the "Site"). (A copy of the NOV and accompanying Construction Stormwater Inspection Report is annexed hereto.) The NOV ordered Kiryas Joel to immediately cease and desist all construction activity at the Site for failing to gain coverage under the SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-10-001). As you know, coverage under the General Permit and subsequent compliance with its terms through erosion and sediment controls is crucial to prevent contravention of water quality standards.

Tel: (914) 682-7800  
Fax: (914) 683-5490

81 Main Street, Suite 415  
White Plains, NY 10601

[www.zarin-steinmetz.com](http://www.zarin-steinmetz.com)

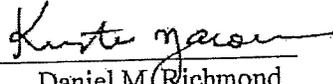
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Upon information and belief, the Village has recently resumed construction activities at the Site. United Monroe has no knowledge of Kiryas Joel ever obtaining coverage under SPDES General Permit GP-0-10-001 for such activity. Accordingly, any construction activity resulting in disturbance greater than one acre would be unpermitted. This would directly violate your Department's orders, as well as state environmental laws and regulations governing land disturbance and stormwater discharges.

Please feel free to contact us should you have any questions.

Respectfully submitted,

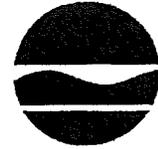
ZARIN & STEINMETZ

By:   
Daniel M. Richmond  
Krista E. Yacovone

Encl.

cc: Robert Ewing, NYSDEC, Division of Environmental Permits  
John Allegro (via email)  
Emily Convers (via email)

**New York State Department of Environmental Conservation**  
**Division of Water, Region 3**  
100 Hillside Avenue – Suite 1W, White Plains, New York 10603-2860  
Phone: (914) 428-2505 • Fax: (914) 428-0323  
Website: [www.dec.ny.gov](http://www.dec.ny.gov)



Joseph Martens  
Commissioner

**NOTICE OF VIOLATION/CEASE & DESIST**

November 26, 2013

Mayor and Village Board  
Village of Kiryas Joel  
P.O. Box 566  
Monroe, New York 10949

**Re: Construction activity between Prag Boulevard and Rimenev Court  
Village of Kiryas Joel, NY**

Dear Mayor and Village Board:

An inspection of the above referenced site was performed on November 25, 2013. At the time of inspection it appeared that construction activity has resulted in greater than one acre of disturbance. Construction projects which result in site disturbances of one or more acres are required to gain coverage under, and comply with, this Department's SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-10-001). Our records do not indicate that this project has gained coverage under that General Permit.

Failure to gain coverage under the General Permit is a violation of Article 17 of the New York State Environmental Conservation Law which is subject to penalties of \$37,500 per day, per violation. This Notice of Violation also serves as a Cease and Desist Directive for continued activities being performed in violation of Article 17. To obtain coverage under the SPDES GP the Notice of Intent (NOI), which can be found at [http://www.dec.ny.gov/docs/water\\_pdf/noipgr10.pdf](http://www.dec.ny.gov/docs/water_pdf/noipgr10.pdf), must be completed and submitted to the address at the top of the form, with a copy to this office, immediately. Additionally, a Stormwater Pollution Prevention Plan, prepared in accordance with the requirements of the SPDES GP, must be submitted to this office immediately. The Cease and Desist Directive shall remain in effect until the Department determines that project is in compliance with Article 17 of the NYSECL.

**This Department directs you to immediately Cease and Desist all construction activity at the site, exclusive of that work necessary to maintain erosion and sediment measures and prevent the contravention of the Water Quality Standards, until this Department notifies you in writing that the Cease and Desist directive has been lifted. This also excludes any remediation necessary due to improper erosion and sediment controls. Failure to comply with this Cease and Desist directive will result in additional enforcement action by this Department.**

Proper erosion and sediment controls must be designed, constructed and maintained at the site to prevent contravention of receiving waters. Contravention of the New York State Water Quality Standards (6 NYCRR Chapter X, Part 703.2) in the receiving water is a violation of Article 17 of the Environmental Conservation Law, and subject to penalties of up to \$37,500 per day, per violation.

If you have any questions, I can be reached at the above phone number, extension 359.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Ferracane". The signature is fluid and cursive, with a large initial "P" and "F".

Patrick Ferracane  
Division of Water

cc: Jennifer Zunino-Smith, NYSDEC, Division of Water  
Gedalye Szegedin, Village Administrator



**NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF WATER**



**Construction Stormwater Inspection Report for SPDES General Permit GP-0-10-001**

Project Name and Location: <u>Prng Boulevard and Rimenev Court</u> Municipality: <u>Kiryas Joel</u> County: <u>Orange</u>	Date: 11/25/13
	Weather: CLEAR
	Permit # (if any): N/A
	Entry Time: 1:15 Exit Time: 2:40
Name of SPDES Permittee: <u>N/A</u> Contacted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Inspection Type: <input type="checkbox"/> NOT <input type="checkbox"/> Compliance <input type="checkbox"/> Referral <input checked="" type="checkbox"/> Complaint
On-site Representative(s) and Company(s): <u>N/A</u>	
Phone Number(s): <u>N/A</u>	

**SPDES Authority**

- | Yes                      | No                                  | N/A                                 |  | Citation                         |
|--------------------------|-------------------------------------|-------------------------------------|--|----------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does the project have permit coverage?   | GP-0-10-001: I.A. & II. B.       |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is a copy of the NOI and Acknowledgment Letter available on site and accessible for viewing? | GP-0-10-001: II.C. 2.            |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is a copy of the MS4 SWPPP Acceptance Form available on site and accessible for viewing?     | GP-0-10-001: II.C. 2.            |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is an up-to-date copy of the signed SWPPP retained at the construction site?                 | GP-0-10-001: II.C. 2. & III.A.4. |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is a copy of the SPDES General Permit retained at the construction site?                     | GP-0-10-001: II.C. 2.            |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does the NOI accurately report the number of acres to be disturbed?                          | GP-0-10-001: II.B.5.             |

**SWPPP Content**

- | Yes                      | No                       | N/A                                 |   | Citation                     |
|--------------------------|--------------------------|-------------------------------------|---|------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the SWPPP describe and identify the erosion and sediment control measures to be employed?                  | GP-0-10-001: III.B.1.e       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the SWPPP provide an inspection schedule and maintenance requirements for the E&SC measures?               | GP-0-10-001: III.B.1 h. & i. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the SWPPP describe and identify the stormwater management practices to be employed?                        | GP-0-10-001: III.B.2.        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the SWPPP identify the contractor(s) and subcontractor(s) responsible for each measure?                    | GP-0-10-001: III.A.6.        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the SWPPP identify at least one trained individual from each contractor(s) and subcontractor(s) companies? | GP-0-10-001: III.A.6.        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the SWPPP include all the necessary Contractor Certification Statements and signatures?                    | GP-0-10-001: III.A.6.        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the SWPPP signed by the permittee?   | GP-0-10-001: VII.H.2.        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the SWPPP prepared by a qualified professional (if post-construction stormwater management required)?        | GP-0-10-001: III.A.3.        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do the SMPs conform to the Enhanced Phosphorus Removal Standards (projects in TMDL watersheds)?                 | GP-0-10-001: III.B.3.        |

**Recordkeeping**

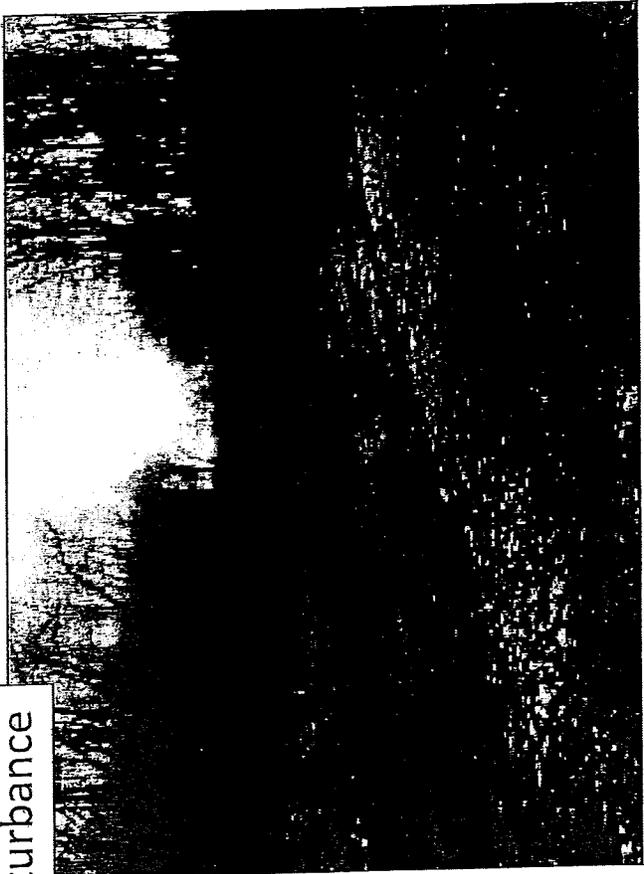
- | Yes                      | No                       | N/A                                 |  | Citation                               |
|--------------------------|--------------------------|-------------------------------------|--|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are self-inspections performed as required by the permit (weekly, or twice weekly for >5 acres disturbed)? | GP-0-10-001: IV.C.2.a. & b.            |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are the self-inspections performed and signed by a qualified inspector and retained on site?               | GP-0-10-001: II.C.2., IV.C.6 & VII.H.3 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do the qualified inspector's reports include the minimum reporting requirements?                           | GP-0-10-001: IV.C.4.                   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do inspection reports identify corrective measures that have not been implemented or are recurring?        | GP-0-10-001: IV.C.5.                   |

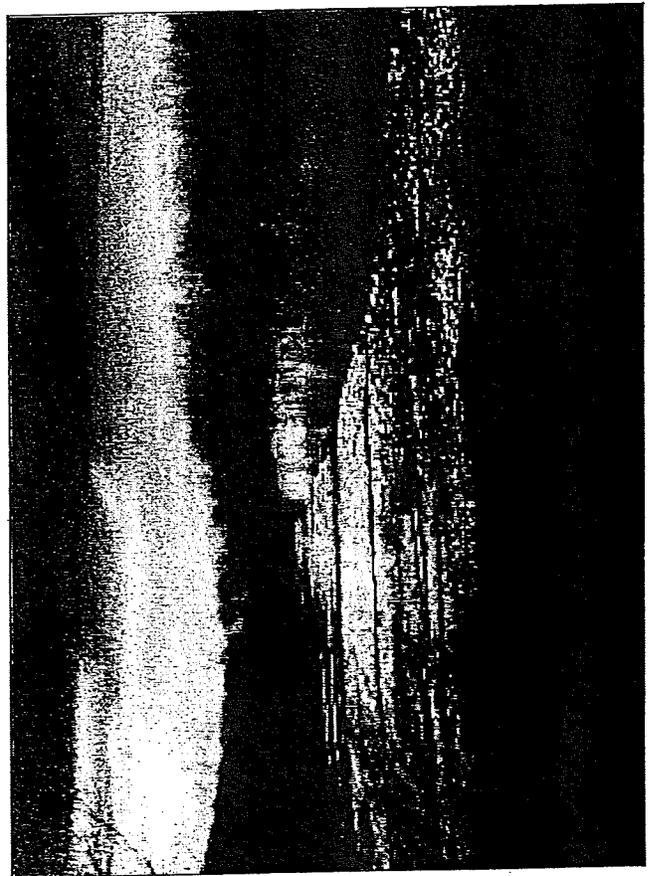
**Visual Observations**

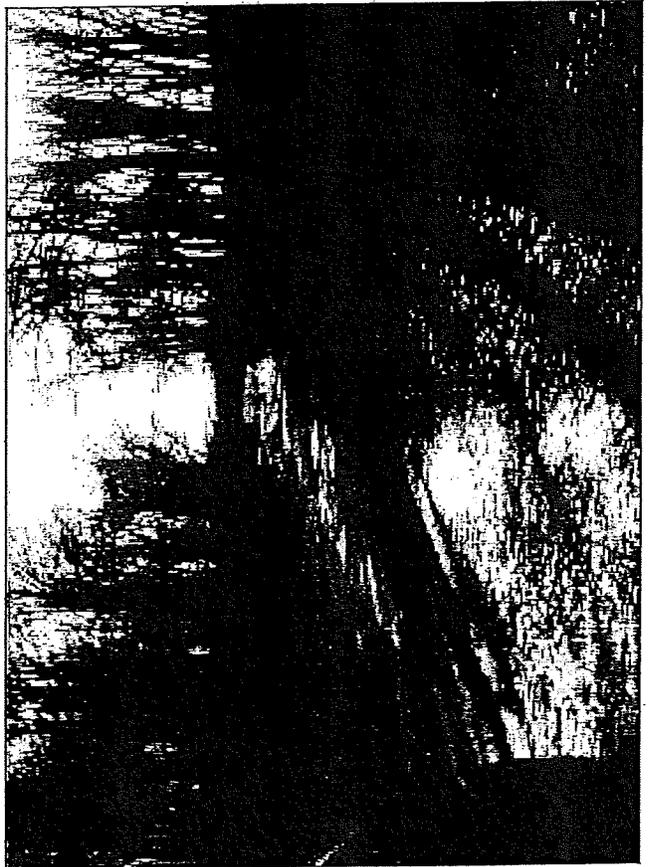
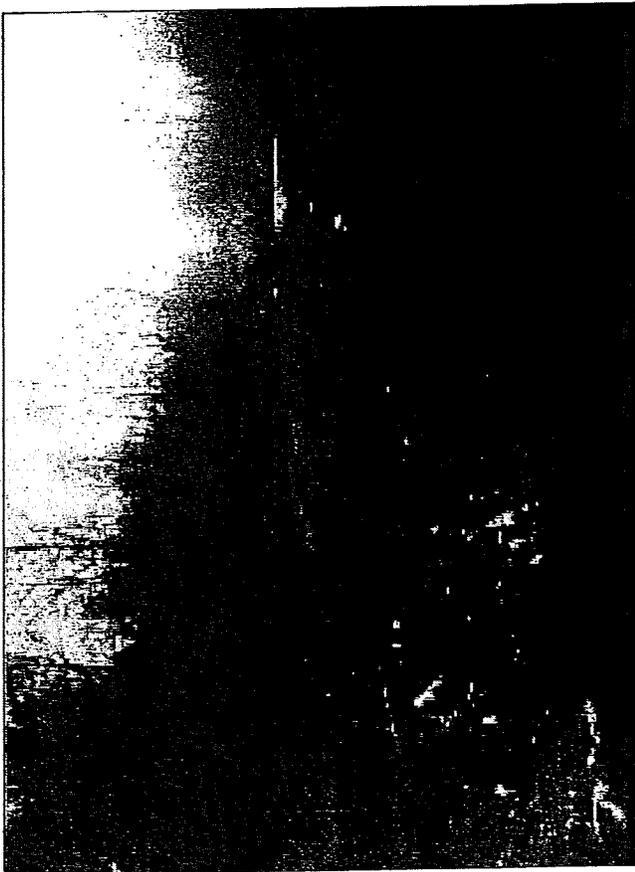
- | Yes                      | No                                  | N/A                                 |  | Citation                                       |
|--------------------------|-------------------------------------|-------------------------------------|--|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Are all erosion and sediment control measures installed properly?                                      | GP-0-10-001: VII.L.                            |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Are all erosion and sediment control measures being maintained properly?                               | GP-0-10-001: IV.A.1                            |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Was written authorization issued for any disturbance greater than 5 acres?                             | GP-0-10-001: II.C.3.                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Have stabilization measures been implemented in inactive areas per Permit (>5 acres) or ESC Standard?  | GP-0-10-001: II C.3.b & III.B.1.f.             |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Are post-construction stormwater management practices constructed/installed correctly?                 | GP-0-10-001: II.C.1. & III.B.2.                |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Has final site stabilization been achieved and temporary E&SC measures removed prior to NOT submittal? | GP-0-10-001: V.A.2.                            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Was there a discharge from the site on the day of inspection?  | ECL 17-0501, 6 NYCRR 703.2 & GP-0-10-001: I.B. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is there evidence that a discharge caused or contributed to a violation of water quality standards?    |  |



Site Disturbance







## **EXHIBIT L**

Village of Kiryas Joel Orange County, New York EFC Project #16906 Analysis		(Updated Budget Model)				
Fiscal Year Ended May 31:	Actual 2012	Actual 2013	2014 (9)	2015	2016	2017
Base Usage Assumptions:						
Residential:						
Annual Water Sold (gallons):	395,509,000	395,095,000	399,260,472	421,408,797	443,557,122	465,705,447
Total Water Connections:	3,899	4,056	4,056	4,281	4,506	4,731
Annual Water Sold per Connection:	101,699.41	97,410.01	98,437.00	98,437.00	98,437.00	98,437.00
Existing Water Rents (per kgal):	\$2.75	\$2.75	\$2.75	\$3.75	\$3.75	\$3.75
Increase/(Decrease) Water Rents (per kgal):	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00
Total Residential Water Rents:	\$2.75	\$2.75	\$3.75	\$3.75	\$3.75	\$3.75
Commercial/Industrial:						
Annual Water Sold (gallons) (1):	154,207,400	144,387,600	146,117,098	155,419,385	164,721,991	174,023,988
Total Water Connections (1):	155	161	N/A	N/A	N/A	N/A
Annual Water Sold per Connection (1):	994,886.45	896,853.17	N/A	N/A	N/A	N/A
Existing Water Rents (per kgal):	\$2.75	\$2.75	\$2.75	\$5.50	\$5.50	\$5.50
Increase/(Decrease) Water Rents (per kgal):	\$0.00	\$0.00	\$2.75	\$0.00	\$0.00	\$0.00
Total Commercial/Industrial Water Rents:	\$2.75	\$2.75	\$5.50	\$5.50	\$5.50	\$5.50
Fees to NYC Water Supply System (per kgal) (2):	\$1,332.30	\$1,332.30	\$1,498.76	\$1,583.57	\$1,708.67	\$1,788.98
New Improvement Charges (per connection) (3):	\$0.00	\$0.00	\$6,000.00	\$6,000.00	\$6,000.00	\$10,000.00
Annual Expenditures:						
Debt Service from Project (4):	\$0.00	\$0.00	\$61,172.00	\$144,405.00	\$2,815,000.00	\$2,815,000.00
Project cost \$44,862,313	(Incl. in O&M below)	(Incl. in O&M below)				
Operations & Maintenance (5):						
Old System (Maintenance):	\$1,412,534.00	\$1,705,584.20	\$1,769,352.30	\$1,835,526.08	\$1,904,174.75	N/A
New System:	\$0.00	\$0.00	\$0.00	\$0.00	(\$104,297.53)	N/A
Total O&M:	\$1,412,534.00	\$1,705,584.20	\$1,769,352.30	\$1,835,526.08	\$1,799,877.22	\$1,867,192.63
Fees to NYC Water Supply System (per kgal):	\$0.00	\$0.00	\$0.00	\$0.00	\$1,039,350.36	\$1,144,484.42
Total Expenditures:	\$1,412,534.00	\$1,705,584.20	\$1,830,524.30	\$1,979,931.08	\$5,654,227.56	\$5,826,667.05
Annual Revenues:						
Existing Residential Customers:						
Water Rents to Customers (Base)	\$1,087,649.75	\$1,086,511.25	\$1,097,966.30	\$1,580,282.99	\$1,563,339.21	\$1,746,995.43
Increase to Charged Water Rents (6)	\$0.00	\$0.00	\$163,874.50	\$0.00	\$0.00	\$0.00
Existing Commercial/Industrial Customers:						
Water Rents to Customers (Base)	\$424,070.35	\$397,010.90	\$401,822.02	\$654,806.67	\$906,988.30	\$957,131.93
Increase to Charged Water Rents (6)	\$0.00	\$0.00	\$172,649.70	\$0.00	\$0.00	\$0.00
New Customers (7):						
New Residential Connections:						
New Commercial/Industrial (in EDUs):			225	225	225	225
			40	40	40	40
New Improvement Charges (per connection):	\$0.00	\$0.00	\$556,500.00	\$1,590,000.00	\$1,590,000.00	\$2,650,000.00
Water Rents to New Residential Customers (6):	\$0.00	\$0.00	\$70,082.36	\$83,055.22	\$83,056.22	\$83,056.22
Water Rents to New Commercial/Industrial Customers (6):	\$0.00	\$0.00	\$32,732.93	\$46,280.00	\$46,280.00	\$46,280.00

Total Revenues:	\$1,511,720.10	\$1,483,522.16	\$2,487,627.21	\$4,154,436.88	\$4,288,654.73	\$5,482,873.58
Annual Operating Surplus/(Deficit):	\$99,186.10	(\$222,042.05)	\$687,102.91	\$2,174,504.80	(\$1,365,572.85)	(\$343,783.48)
Cumulative Surplus/(Deficit) (8):	\$655,186.10	\$434,144.05	\$5,101,246.96	\$3,275,761.76	\$1,910,178.91	\$1,566,395.43
(1) Annual water sold to commercial/industrial properties is based off the assumption that 42% of the Village's water user base is comprised of this category of users. The annual increases in the amount of water sold to commercial/industrial users is calculated by adding 42% of the year over year increase in residential water sold to the previous year's commercial/industrial water sold.						
(2) Rate for water provided to users outside City of New York by the NYC Water Board, effective July 1, 2013 and assumes the NYC Water Boards projected growth of 5.8% in 2015, 7.9% in 2016, 4.7% in 2017 and 2% annual projected rate increases are particularly high in the next few years due to NYC pension cost spikes and capital improvements to the system.						
(Source: NYC Water Board Report on Cost of Supplying Water to Upstate Customers for the 2014 Rate Year, draft dated May 14, 2013.)						
(3) Assumes new improvement charge of \$5,000 for the second half of 2014; all of 2015 and 2016 and increases to \$10,000 in 2017. The increase in the new improvement charge will be partially offset by the elimination of the charge upon the retirement of the Village's existing EFC loan in August 2018. (There will be a 2-year overlap.)						
(4) Years 2014 through 2016 assume required principal and interest payments due to financing through short-term loans during this period. Assumes long-term bonds issued in March 2015 with first impact of debt service occurring in the Village's 2016 fiscal year.						
(5) Assumes that the portion of O&M that changes with water demand (i.e., power and chemicals) increases at +.6%. The remainder of the O&M will increase at 2%. Blended rate is 3.74%.						
(6) The 2014 increase in water rents to existing customers and water rents to new customers assumes the Village increases water rates as of January 1, 2014, generating five months worth of increased revenues in the 2014.						
(7) The Village expects the growth of users in the system to be more parabolic than is represented in this table. As such, the Village believes the new customer growth estimated in this table to be conservative.						
(8) Cumulative surplus/(deficit) represents the carry over from the system's prior year operations. These figures include the Village's estimated fund balance in its water fund of approximately \$657,000 at May 31, 2012.						
(9) Base Usage for 2014 is equal to total usage in 2013. New customers added to the system in 2014 (and thereafter) are shown below in these corresponding years.						





	2028	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
	761,016.447	788,086.622	815,156.787	842,226.972	869,297.147	898,367.322	923,437.487	950,507.672	977,577.847	1,004,648.022	1,034,179.122	1,063,710.222	1,093,241.322
	7,781	8,008	8,281	8,556	8,831	9,106	9,381	9,656	9,931	10,206	10,508	10,806	11,108
	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00	98,437.00
	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.75	\$4.75	\$4.75	\$4.75	\$5.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.75	\$4.75	\$4.75	\$4.75	\$4.75	\$5.00	\$5.00
	298,054,608	309,424,081	320,793,555	332,163,028	343,532,502	354,901,975	368,271,449	377,640,922	388,010,395	400,379,869	412,782,931	425,185,993	437,589,055
	N/A	N/A	N/A	N/A	N/A	N/A							
	N/A	N/A	N/A	N/A	N/A	N/A							
	\$6.00	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.75
	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$6.00	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.75
	\$2,288.86	\$2,314.24	\$2,360.52	\$2,407.79	\$2,455.09	\$2,505.01	\$2,555.11	\$2,606.21	\$2,658.93	\$2,711.50	\$2,765.73	\$2,821.04	\$2,877.47
	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00	\$2,815,000.00
	N/A	N/A	N/A	N/A	N/A	N/A							
	N/A	N/A	N/A	N/A	N/A	N/A							
	\$2,900,875.42	\$3,009,471.80	\$3,122,026.15	\$3,238,789.92	\$3,359,920.67	\$3,485,581.70	\$3,615,942.48	\$3,751,178.70	\$3,891,472.79	\$4,037,013.87	\$4,187,998.18	\$4,344,629.32	\$4,507,118.46
	\$2,402,885.75	\$2,539,902.00	\$2,681,437.74	\$2,827,618.95	\$2,978,574.83	\$3,134,437.91	\$3,295,344.07	\$3,451,492.71	\$3,632,846.75	\$3,809,732.78	\$4,001,906.00	\$4,200,242.25	\$4,404,811.19
	\$8,118,861.17	\$8,364,373.89	\$8,618,463.89	\$8,881,408.87	\$9,153,495.50	\$9,435,019.61	\$9,726,286.53	\$10,027,611.41	\$10,339,319.54	\$10,651,746.65	\$11,004,904.19	\$11,359,871.57	\$11,727,029.64
	\$3,234,319.90	\$3,546,389.80	\$3,669,205.59	\$3,790,021.37	\$3,911,837.16	\$4,033,652.95	\$4,155,468.74	\$4,277,284.53	\$4,399,100.32	\$4,520,916.11	\$4,642,731.90	\$4,764,547.69	\$4,886,363.48
	\$190,254.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,859.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$1,768,327.65	\$1,856,544.49	\$2,004,959.72	\$2,076,016.93	\$2,147,074.14	\$2,218,131.35	\$2,288,196.55	\$2,358,261.75	\$2,428,326.95	\$2,498,392.15	\$2,568,457.35	\$2,638,522.55	\$2,708,587.75
	\$0.00	\$77,856.02	\$0.00	\$0.00	\$0.00	\$0.00	\$91,587.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	275	275	275	275	275	275	275	275	275	275	275	275	275
	50	50	50	50	50	50	50	50	50	50	50	50	50
	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00	\$3,250,000.00
	\$121,815.79	\$121,815.78	\$121,815.78	\$121,815.79	\$121,815.79	\$121,815.78	\$128,583.33	\$128,583.33	\$128,583.33	\$140,272.73	\$140,272.73	\$147,656.50	\$147,656.50
	\$61,720.00	\$64,281.67	\$64,281.67	\$64,281.67	\$64,281.67	\$64,281.67	\$66,863.33	\$66,863.33	\$66,863.33	\$72,941.82	\$72,941.82	\$75,747.27	\$75,747.27







## **EXHIBIT M**

AQUEDUCT CONNECTION PROJECT BUSINESS PLAN  
SUPPLEMENT II

JANUARY 31, 2014

At the request of the New York State Environmental Facilities Corporation (“NYSEFC”), on or about October 28, 2013, the Village of Kiryas Joel (“Village”) submitted a Business Plan in support of the Village’s request for extension of its existing short term financing with NYSEFC. On or about December 4, 2013, the Village submitted Supplement I which responded to questions raised by NYSEFC with regard to that Plan. This Supplement II now responds to additional comments and requests for information by NYSEFC contained in an email dated January 7, 2014. The content of that email is incorporated herein below. Village responses are identified in bold italics with relevant appendices attached.

**NYSEFC Concerns:**

1. Can the growth projections for the Village be viewed as reasonable given that the available space within the Village does not support the long-term projections and limited historical basis to perform an analysis.

*Yes, Village options for accommodating projected internal population growth include redevelopment of existing lots, increasing existing density by allowing for increased building heights and other zoning law amendments, and annexation/expansion of Village boundaries. The annexation option is now coming to fruition. On December 27, 2013 the Village received a certified petition from a number of property owners in the Town of Monroe seeking to annex approximately 500 acres of land in the Town into the Village. That petition is in the initial stages of review by both the Town and Village, including a full SEQRA review. A copy of the annexation petition is attached hereto as Appendix SIIA. Based on the time frames provided in Article 17 of the General Municipal Law, it is anticipated that a decision by the respective municipal boards could be resolved in late summer 2014, with a special election thereafter. While there are no immediate plans to rezone or develop such properties, if indeed annexed into the Village, that opportunity exists and would reasonably accommodate the anticipated growth described in the Business Plan. Indeed, owners of many of these parcels have already requested and agreed to purchase water from the Village at rates consistent with the local law and Business Plan, either as out of district purchases or via annexation. Based on current Town of Monroe zoning, the “as of right / build per zoning” totals 1264 dwelling units in the annexed lands. This would equate to over \$31 million in new connection fees over time. This does not account, however, for potential rezoning for increased densities. Copies of the model water purchase agreement and a confidential listing of property owners under contract are included in Appendix SIIB hereto.*

2. Should future annexation or service to outlying areas be accepted as the alternative to growth within the Village boundaries.

*Yes, future annexation or expansion of the Village is a viable alternative to be considered in addition to the aforementioned increased density and redevelopment scenarios within the current Village boundaries. As previously described to NYSEFC, the growth in Village population is internally and culturally driven and therefore inevitable and will be accommodated in the variety of ways described herein. The latest petition for annexation described above appears to bear this out.*

3. What steps should the Village pursue to have a viable project, and how does that timeframe for those steps impact the availability of funds pursuant to the current financing.

*The general steps for a viable project are set forth below. The plan of finance to support these steps is set forth later in this supplement and in the cost summaries prepared by CDM Smith and attached hereto in Appendix SIIE.*

- i. *Completion of Phase I (pipeline to Mountainville)(July 2014);*
- ii. *Control of phase IA by receipt of final NYSDEC Water Supply Permit (June 2014);*
- iii. *Completion of Phase IA construction (Mountainville Wells)(July 2015);*
- iv. *Interim connection of pipeline to Mountainville Wells supply (August 2015);*
- v. *Control of Phases II & III by receipt of final approvals for construction of Phases II & III (Fall 2014);*
- vi. *Execution of Water Supply Agreement with NYCDEP (Fall 2014);*
- vii. *Completion of Phases II& III construction (May 2016);*
- viii. *Connection to Aqueduct supply (June 2016).*

4. Based on the current information provided, growth of new EDU's on available acreage is only supported until 2022.

*This conclusion fails to acknowledge the Village's explanation regarding increased density on existing developed lots which could be achieved through change in zoning densities and height restrictions and redevelopment of existing underutilized lots. For example, the owner of a property on Acres Road recently merged two lots and replaced the existing 2 single family residences (sfr) with multi-family housing. Another property on Lemberg Court was redeveloped from sfr to a condominium complex of 250 units; a like parcel on Van Buren Drive was redeveloped with 18 units; two separate properties on Quickway Road and another on Fillmore Court were also redeveloped from sfr to over 20 units each. These planning tools should also be considered in conjunction with the current annexation proposal now before the Village and Town.*

5. Phase I (Southern Transmission Main) gets the new pipeline to Mountainville. In order to determine how the Village plans on funding Phases 1A (Mountainville Wells & Ridge Road Pump Station and Phases II & III (Northern Transmission Main, TAP Aqueduct Facilities & Water Filtration Plant), a Plan of Finance including a listing of sources and uses and updated cash flows must be developed and submitted to EFC for review.

*See response including the plan of finance below.*

As a result of the discussion points above, the following information was provided by the Village and Consultants.

1. According to the Village, approx. 500 acres in the Towns of Monroe and Woodbury are owned by Developers who are willing to annex such land to the Village. The Village indicated it has approx. 100 acres for development. It is unknown if either Town will approve annexation.
1. According to the Village, annexation is an intense process and might be challenged in Court. Legislative action would be required for annexation.

*As noted above, a petition has been recently filed for annexation of over 500 acres in the Town of Monroe alone. The Annexation Process is controlled by Article 17 of the General Municipal Law (GML) and the State Environmental Quality Review Act (SEQRA) process (Article 8 of the Environmental Conservation Law). The Village has identified its intent to serve as the SEQRA lead agency. The Village intends to complete a Generic Environmental Impact Statement as part of the SEQRA proceedings. The Village anticipates scheduling a joint annexation and SEQRA hearing in conjunction with the Town in early April, consistent with GML and SEQRA timeframes. Pursuant to GML, a decision on annexation must be resolved by both the Town and Village within 90 days of the hearing, so it is anticipated that such decisions will be reached by July. Upon approval of the Town and Village, a special election of the electors within the annexed parcels will be scheduled within 90 days thereafter. Subsequent to the election, the Village will enact a local law to amend its boundaries to incorporate the annexed properties. It is reasonable, therefore, to anticipate that the annexation process can be fully completed by the end of 2014. Of course, the Village cannot predict whether the municipal boards and/or the electors will indeed approve the annexation or whether there will be any legal challenges to the process.*

2. The Village would charge new residents as a result of annexation a \$25,000 connection fee. This would serve as a commitment from those residents to pay for the costs of the pipeline. Current residents would pay a \$6,000 connection fee.

*The Village has obtained commitments from property owners in the Town of Monroe seeking annexation into the Village to acquire connections to the Village water supply. These commitments reflect over 200 new connections and include over \$1 million in current deposits and payments for previously approved development projects. The commitments have been made based on the model water supply agreement attached here as Appendix SIIB and clearly reflect connection fees consistent with the local law and Business Plan. These commitments will be serviced as out of Village district users until annexation is complete if necessary and then as Village users once annexed into the Village.*

3. Phases 1 and 1A are expected to cost approx. \$21.4 million. There are two sources of supply at the Mountainville site. The Mountainville & Star Well Fields. A manufacturing facility that has since closed existed on the Star Well Field. When the facility closed, the Village of Kiryas Joel bought the well field. The Village has filed a permit application with NYSDEC to increase the capacity to 100,000 gallons per day thereby doubling the water supply before connecting to the Aqueduct. NYSDEC has informed the Village that the permit is on hold because if the permit was granted, the Star Well Field in conjunction with Mountainville would result in an over-supply of water. Currently, NYSDEC is having the Village evaluate the condition of the Star Well Field pipe. This analysis should be complete by the end of January 2014.

*The Village is working with NYSDEC to reactivate the administrative hearing process for the Mountainville Wellfield. It is anticipated that this process can be completed and the final water supply permit issued by summer 2014, ahead of the anticipated time that construction of the pipeline will be completed to the Mountainville Wellfield property in the Town of Cornwall. The Village continues to assess the viability of the existing infrastructure at the Star Mountain wellfield property and continues to view this as a viable interim alternative and eventual backup water supply source for the future. A copy of the existing NYSDEC water supply permit for the Star Mountain wells is attached here as Appendix SIIC.*

4. The Village owns and controls the pipeline, but NYCDEP controls who is the end user of NYC water. The Village has the right to sell off water to other municipalities, but cannot do so until permission is granted from NYCDEP.

*Limitations on the sale of water are applicable only with respect to Aqueduct water purchased from NYC. The Village is authorized pursuant to Village Law Section 11-1120 to enter into contracts to sell Village water outside of the Village district. Indeed, as noted, the Village already provides water to communities outside of the Village and as described above has recently entered into additional water supply contracts related to some of the properties that have petitioned the Village and Town for annexation into the Village. These contracts would be serviced as needed in the interim with water obtained from the Mountainville or Star Mountain wells and then eventually by the Aqueduct.*

5. At this time, phases II and III are not within the Village's control since approvals have not been granted from NYSDOH or NYSDEC.

*Phase II and III applications are anticipated to be filed with the various agencies later this spring. These permits will be consistent with those obtained for Phase I and will also include the execution of the water supply agreement with NYCDEP. As the same agencies have already approved the design and work for Phase I, the Village does not anticipate delays in obtaining these approvals.*

6. Village would use monies from the County to fund Phase 1A. These monies would come from sewer rents charged to the County for treatment of wastewater. WWTP is leased to OCSD #1.

*Ideally, the Village would prefer to utilize the short term financing secured through NYSEFC to finance completion of Phase IA. In the event the timing for gaining control over the construction of Phase IA is not completed by the time the pipeline construction is completed to Mountainville, the Village would not delay construction of the Mountainville Wells but would be prepared to fund the construction through excess revenues on hand as a result of its sewage treatment facility lease with Orange County Sewer District #1.*

7. A resolution to pass the new water rate structure was going to the Village Board on Friday December 21, 2013.

*A copy of the local law as adopted on December 20, 2013 and filed with the NYS Department of State is attached as Appendix SIID.*

8. CDM Smith informed that 23,000 lin.\ft. out of 36,000 lin.\ft. of pipeline had been installed thus far.

*Construction is scheduled to resume in March, 2014.*

9. Work is scheduled to resume in mid-March with the remaining 13,000 lin.\ft. of pipeline including final paving to be completed by July 2014.

Disbursement #32 was released on December 26, 2013 in the amount of \$2,002,653.55. Please be advised that any future disbursements are contingent upon satisfaction of the terms expressed in the extension of this short-term financing. EFC continues to have concerns regarding the viability of the project as mentioned above. It is our hope and expectation that the Village & Consultants will continue to work with EFC and DOH to continue to develop project viability and affordability. In the immediate future, please submit the following information so that our analysis may continue without further delay. Specifics are as follows:

1. A plan of finance that addresses the sources of funding for each major component of the project along with an associated timetable for execution.

*Please see the steps below for the plan of finance:*

- i. Fund Phase I with existing short term financing.*
- ii. Obtain approval of revised project (Phase IA) scope and costs by NYSEFC. This will require the Village to demonstrate control over the revised project. The Village intends to resume the administrative hearing and permit review process for the Mountainville wellfield later this winter and anticipates this process would be completed and the final water supply permit issued by the NYSDEC by early summer, ahead of the completion of the pipeline which is expected to reach the wellfield site by*

*July 2014. As the costs of the completion of Phase I and IA are within the total approved loan, NYSEFC approval will not require additional financing.*

- iii. Fund approved project costs in the near term through NYSEFC short-term note program until a significant portion of project costs have been incurred. The Village would make the required principal paydowns and interest payments due on the short-term financing during this period.*
  - iv. Convert short-term financing to long-term, subsidized NYSEFC bonds once the final project costs are known for Phases I/IA.*
  - v. Obtain all approvals for control of Phases II & III.*
  - vi. Apply for NYSEFC short term financing for Phases II & III.*
  - vii. Fund approved project costs in the near term through NYSEFC short-term note program until a significant portion of project costs have been incurred. The Village would make the required principal paydowns and interest payments due on the short-term financing during this period.*
  - viii. Convert short-term financing to long-term, subsidized NYSEFC bonds once the final project costs are known for Phases II & III.*
2. A detailed plan articulating how the Village intends to connect the Phase I pipeline to the new source (Mountainville Wells or NYC Aqueduct) for Phase 1A, along with an associated timetable for execution given that the Phase I component currently under construction is of no use until connected to a new source.

*A detailed engineering plan for development and connection of the pipeline to the Mountainville wells has been prepared by CDM Smith and is attached hereto as Appendix SIII. NYSDOH has already reviewed and endorsed this plan (see Appendix SIIIF). A copy of relevant SEQRA documents for the Mountainville Wellfield, including the full EAF and Negative Declaration, are attached as Appendix SIIIG. The Draft Water Supply Permit issued by NYSDEC is attached as Appendix SIIIH. NYSOPRHP sign off for the Mountainville Wellfield site is attached as Appendix SIII.*

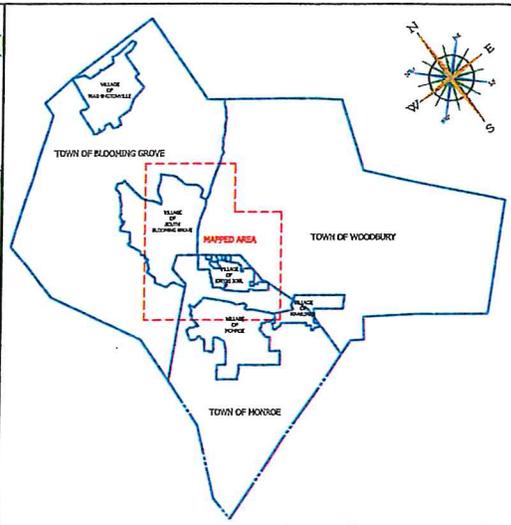
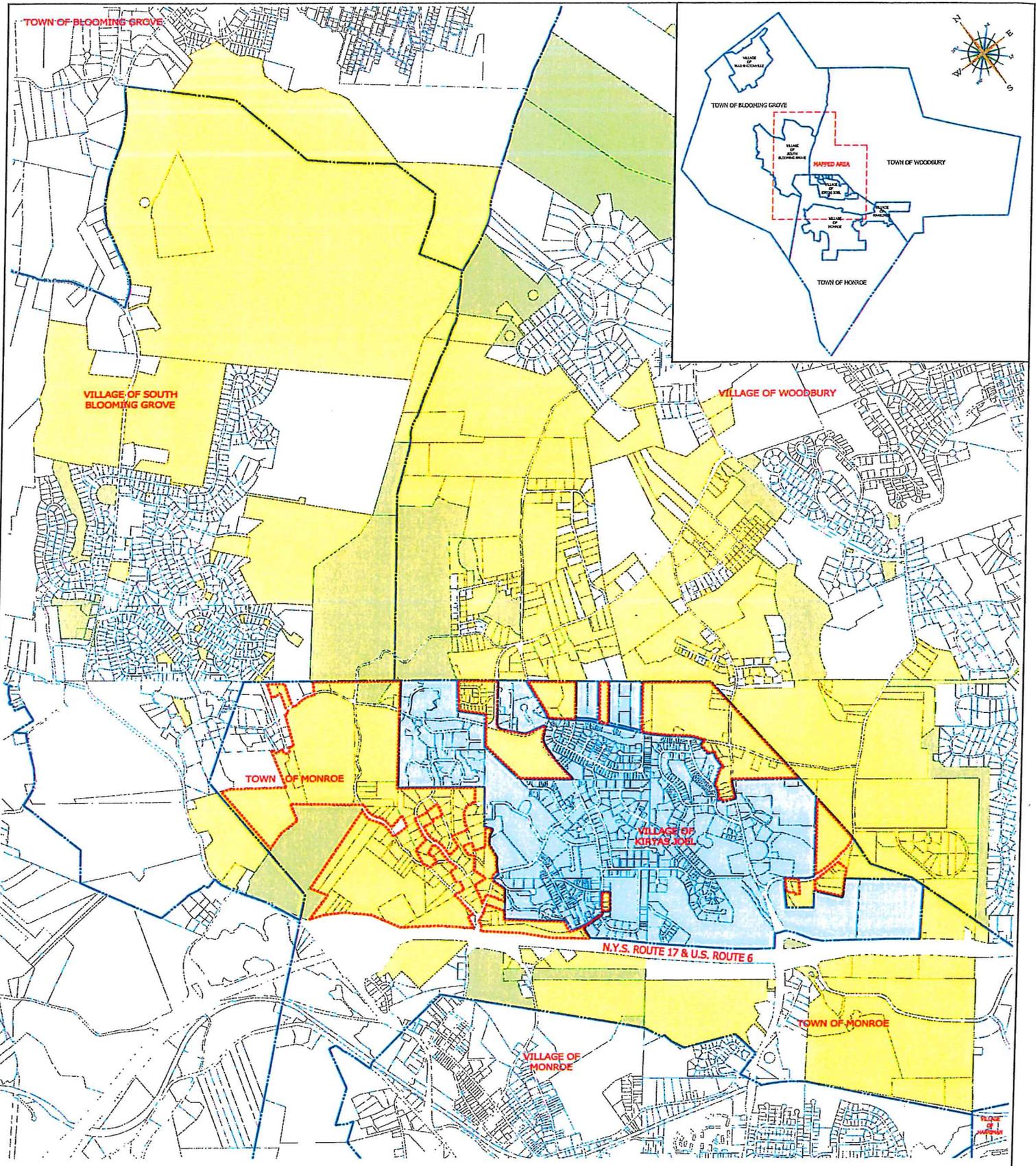
*In addition, CDM Smith has prepared a detailed cost plan for Phases I & IA as well as for the remainder of the overall project (Phases II & III) (see Appendix SIIJ). The Appendix SIIJ cash flows can also be used to estimate when and how much drawdown from the short term financing is needed, ahead of the Village making reimbursement requests. Likewise, the cost plans also correlate with the anticipated construction schedule for the various project phases.*

3. Provide updated information regarding the new user charges and the annexation/"contracts"

*The Village has obtained commitments from property owners in the Town of Monroe seeking annexation into the Village to acquire connections to the Village water supply. These commitments reflect over 200 new connections and include over \$1 million in current deposits and payments for previously approved*

*development projects. The commitments have been made based on the model water supply agreement attached here as Appendix SIIB and clearly reflect connection fees consistent with the local law and the Business Plan. These agreements will be serviced in the interim by the Mountainville wells supply (Phase IA) and ultimately by the Aqueduct supply either as outside of Village water district users or as in Village users upon annexation.*

## **EXHIBIT N**



**HASIDIC JEWISH LAND OWNERS SURROUNDING KIRYAS JOEL**

TOWN OF BLOOMING GROVE	1,300± ACRES
TOWN OF MONROE	900± ACRES
TOWN OF WOODBURY	1,100± ACRES
EXISTING VILLAGE OF KIRYAS JOEL	700± ACRES
TOTAL AREAS	4,000± ACRES

**LEGEND OF SHADING**

- EXISTING VILLAGE OF KIRYAS JOEL PARCELS/LIMITS
- HASIDIC JEWISH LAND OWNERS SURROUNDING KIRYAS JOEL (BOTH PRIVATELY AND VILLAGE OF KIRYAS JOEL OWNED)
- GOVERNMENTALLY AND PUBLIC UTILITY OWNED LANDS/PARCELS
- ANNEXATION BOUNDARIES AS SUBMITTED ON DECEMBER 27, 2013 TO THE VILLAGE OF KIRYAS JOEL AND THE TOWN OF MONROE

**MAP OF  
 HASIDIC JEWISH LAND OWNERS  
 SURROUNDING KIRYAS JOEL  
 WITHIN THE TOWNS OF  
 MONROE  
 WOODBURY  
 BLOOMING GROVE  
 ORANGE COUNTY - NEW YORK**

**AFR** Professional Land Surveying, P.C.  
 110 South Road, Monroe, NY 10950 • 845-792-8881 • 845-792-0322ext4  
 200 Hudson Avenue, Poughkeepsie, NY 12568  
 www.afrsurvey.com

SCALE: 1" = 600'      DATE: JANUARY 14, 2014      SHEET: 1 OF 1

Tim Miller Associates, Inc.  
10 North St.  
Cold Spring, NY 10516  
June 21, 2015

Gentlemen,

In regards to the Annexation Public Hearing held on June 10, 2015, I would like to offer my concerns as they pertain to the Draft Generic Environmental Impact Statement (DGEIS). These items must be addressed in order to have an accurate and unbiased document that will be used to fully evaluate the proposed annexation of lands from the Town of Monroe to the Village of Kiryas Joel. My comments, concerns, and questions are as follows:

1. There are still unresolved problems with the annexation petitions. Please clarify the list of parcels that are proposed for the annexation. In the DGEIS, Appendix D, page 45, there are 2 "Owner of Record" on the petition that do not have a SBL or an Assessed Value assigned to them. The 2 questioned owners are Bakertown Realty Equities by Mendel Wieder and Jacob Bandua Trusrt by Moshe Bandau. Are they included in the annexation request? If they are included in the annexation, then the "Total Assessed Value" is incorrect. Also, the witness statement submitted by Simon Gelb would also be incorrect as there would be 10 signatures listed on the page and not 8 as Mr. Gelb stated.
2. The DGEIS seems to be primarily concerned with population growth and impacts on public services. I could not find any information on the economic impacts the annexation would have. In order for "smart growth" to take place, jobs and economic opportunities must be provided. There was no analysis in the DGEIS regarding the possible effects on business as to how many jobs would be lost or gained in each municipality.
3. Currently the Town of Monroe has designated the URM zoning district for more affordable housing. The DGEIS did not address the possible need for rezoning in the Town of Monroe should the current URM (high density housing) be annexed into the Village of Kiryas Joel.
4. With or without the annexation, the Village of Kiryas Joel is projecting an increase in population to 19,663 as noted in the DGEIS. Currently the residents have one Village park on Larkin Drive in the Town of Monroe. Village residents also use other Town parks including but not limited to the Mombasha Park and the boat rental/pavilion at Round Lake. Will the increased population result in the need for increased parks in both municipalities? What will be the projected cost to build these additional park/recreation areas? Will there be costs to improve the current parks to adequately address the needs of the increased population?
5. The Monroe Free Library currently only serves the residents outside the Village of Kiryas Joel. Prior to 2005 the Village of Kiryas Joel residents paid library taxes and were able to use the library (see printout of articles "[Kiryas Joel eager for own library](#)" and "[Monroe, NY- Regents Board Approves Changes To Monroe Library Charter Which Bans Kiryas Joel Residents](#)"). The Town of Monroe parcels currently pay taxes to and are entitle to use services provided by the Monroe Free Library. Should the annexation result in the Village of Kiryas Joel obtaining the parcels, the Monroe Free Library could face a loss of \$215,644 in future tax revenue. The remaining Town of Monroe residents would then be responsible to make up the loss. There

should be an additional table in the DGEIS showing the loss of revenue to the library (see page 3.2-17 of the DGEIS). Currently there is only Table 3.2-11 listing the increased revenues, but nothing for lost revenue. Section 3.2.9 of the DGEIS, Mitigation Measure, should also list the increased demand for library services (public or private) as children especially are known to use materials/services provided by a library. Finally, the DGEIS should give the location of the private libraries that are currently serving the needs of the residents of the Village of Kiryas Joel.

6. The traffic section was lacking information on the following 3 intersections:
  - a. Route 208 and Mountain Road
  - b. Bakertown Road and Cty 105
  - c. Schunemunk Rd and Route 208

These intersections are important as the proposed annexed parcel may cause changes to the existing traffic patterns that could negatively affect these intersections.

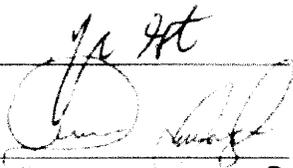
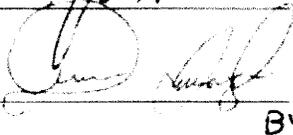
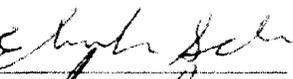
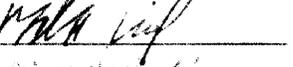
I respectfully submit my concerns and hope they will all be addressed completely in the FGEIS.

Sincerely,



Mary Bingham  
17 Carol Drive  
Monroe, NY 10950

**Appendix D**  
**Petitions for Annexation**

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>S.B.I.</u>	<u>Assessed Value</u>
	Upscale 4 Homes Corp. BY: YOEL GRUNHUT	65-1-32	\$20,000
	Forest Road Capital, LLC BY: ISAAC JACOBOWITZ	1-2-6	\$116,700
	Beth Freund BY: LEOPOLD FREUND	1-2-8.222	\$147,300
	Herbst Family Holdings LLC BY: HENRY HERBST	1-2-8.6	\$93,500
	Pincus J. and Lillian Strulovitch	1-2-8.11	\$89,200
	Joseph Stulovitch I, LLC BY: PINCUS J. STRULOVITCH	1-3-12	\$69,500
	Solomon Ellenbogen	63-1-1.-1	\$48,700
	AES 11-07 Trust, Elimelech Schwartz, Trustee	1-3-1.3	\$91,600
	Bakertown Realty Equities BY: MENDEL WIEDER		\$676,500
	Jacob Bandua Trust BY: MOSHE BANDAU		

STATE OF NEW YORK

COUNTY OF ORANGE

I, Simon Gelb, being duly affirmed, say: I reside at 36 Forest Road, Monroe, New York; I know each of the persons whose names are subscribed to the above sheet having 8 signatures, and each of them subscribed the same in my presence.



STATE OF NEW YORK )

)SS:

COUNTY OF ORANGE )

On this 19<sup>th</sup> day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**ARON SCHREIBER**  
Notary Public, State of New York  
No. 01803218044  
Qualified in Orange County  
Commission Expires March 22, 2018



Notary Public of the State of New York

Town of Monroe  
Town Clerk's Office

By Chris McKenna, Times Herald-Record

Print Page

January 26, 2004 2:00AM

## Kiryas Joel eager for own library

Monroe — Out with the Grisham novels. In with the Talmud and Torah.

The Village of Kiryas Joel is moving ahead with plans to open its own library and stop paying taxes to support the Monroe Free Library — a facility that village leaders say few of their Hasidic residents use.

Village trustees last month voted to form a library and asked the Monroe Town Board to subtract Monroe Free Library costs from the town taxes paid by Kiryas Joel property owners.

The plan would give village residents a library with Yiddish and Hebrew materials and end complaints that they pay taxes for a service they don't use.

"We want to have a library that they're comfortable using," Village Clerk Gedalye Szegedin said.

Losing Kiryas Joel's contribution would likely raise taxes in the rest of Monroe. Taxpayers in those areas would have to cover the roughly \$145,000 that Kiryas Joel paid toward the \$840,000 library budget this year.

The proposal would snip a slender tie between the fast-growing and increasingly independent community of 15,000 Satmar Hasidim and the surrounding town.

The Monroe library board has already agreed not to fight the separation. But two board leaders questioned this week if the move was necessary.

President Denise Harris and Vice President Gary Skeels said Kiryas Joel residents, recognizable by their distinctive clothing, do visit the library — to conduct Internet research, for example.

They also said that the library had repeatedly offered to provide Yiddish and Hebrew materials, but Kiryas Joel officials had always declined.

"We are in the business of being a library in Monroe and serving everybody in Monroe," Harris said.

It's unclear if having their own library would cost Kiryas Joel taxpayers more or less. The leadership doesn't have a budget or site for the project.

What is clear is that the facility would have to meet state standards and be open to people from outside Kiryas Joel in order to be chartered by the state Board of Regents.

That would mean, for instance, that it must have materials in English, established hours, a certified librarian and a computer database shared with other libraries in the Ramapo-Catskill Library System, said Patricia Mallon, library development specialist for the state Education Department.

Szegedin said the village plans to fulfill those criteria and obtain a library charter.

But that might happen only with the support of the Monroe Free Library board. Mallon said the state Regents will likely grant Kiryas Joel a charter only if they have first amended Monroe's to remove Kiryas Joel from its service area.

And only the Monroe Free Library's trustees — not the Kiryas Joel board — can ask the state to change the Monroe library's charter, she added.

## Monroe, NY - Regents Board Approves Change To Monroe Library Charter Which Bans Kiryas Joel Residents

Published on: October 31st, 2013 at 09:34 AM

Monroe, NY - The New York State Board of Regents has green-lighted a charter amendment requested by the Monroe Free Library that effectively bans Kiryas Joel residents from using library services.

THE PHOTO NEWS (<http://bit.ly/18FKDO0>) reports that the board's decision, which was handed down on October 22, was announced on Tuesday by Monroe Free Library officials.

The change essentially leaves Kiryas Joel residents without access to a library.

In their decision the Regents, "voted to approve a new Charter for the Monroe Free Library designating the library's service area to be coterminous with the Town of Monroe, including only the Villages of Monroe and Harriman," wrote Sandra Keltai, president of the library's Board of Trustees in an email announcing the decision.

Keltai went on to say, "Kiryas Joel residents have not paid taxes toward the library, or voted on library issues, since 2005, when they entered into a contract exempting them from those taxes so that they could direct funds toward the construction of their own library, an initiative that never materialized." 

"This will leave Village of Kiryas Joel residents without public library service," Keltai said further. "They will not have borrowing privileges at any public library in the Ramapo-Catskill Library System, which networks libraries in Orange, Ulster, Rockland and Sullivan counties."

You can view this article online at [VosIzNeias.com/145148](http://VosIzNeias.com/145148)

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not cover the maintenance of sidewalks, a service provided by Kiryas Joel Public Works Department.

The term of the current inter-municipal contract is for a period of five years from June 1, 2010 to May 31, 2015, with an option to be extended for a second five year term by the Village. For this service the Village pays the Town an annual fee that ranges from \$216,000 in year one to \$240,000 in year five. Should the contract be extended the cost will increase by \$6,000 annually.

US Census 2013 data indicates that more than 35 percent of the Village work force lives and works within the confines of Kiryas Joel. The community is highly pedestrian oriented. The adult female population does not drive, but instead walk or use the Village's robust transit system to get around. Therefore, the Village's extensive sidewalk system is a very important part of its transportation system and a vital community facility.

*Library Services - Town of Monroe*



The Monroe Free Library (MFL) services the Town of Monroe. The MFL is part of the Ramapo-Catskill Library System that has more than 20 libraries in Orange, Rockland and Sullivan Counties. The Monroe Free Library is at 1465 Orange Turnpike but will be relocating to an updated facility at Mill Pond Road in the near future. The MFL circulates approximately 35,000 books and has programs for digital books and reference materials which are connected to all libraries in the Ramapo Catskill Library System. The library provides community service through its Story Time and other community programs. The MFL is open seven days a week with evening hours Monday through Thursdays.

*Library Services - Village of Kiryas Joel*



There are a number of privately operated library facilities within the Village that serve the Kiryas Joel residents, according to the Village Administrator. Library services provided at MFL are supported by tax revenues paid for by Town outside the Village taxes, however the MFL's charter excludes the Village of Kiryas Joel from the library's service area. As a result the residents of the Village of Kiryas Joel are not entitled to the services provided by the MFL.

*Solid Waste – Town of Monroe*

Municipal sanitation services are provided as a municipal service to Town residents outside of the Village. Pick-ups are twice per week to all homes, in addition to one weekly recycling pick-up with bulk pick-ups annually.

annexation, has the potential to increase the need for beds in hospitals serving the study area by approximately 79 beds. The recent construction of the new Orange Regional Medical Center has capacity to accommodate this growth. It should also be noted that the cultural ties that exist between the population of Kiryas Joel and Williamsburg, Brooklyn are significant. Discussion with the Village Administrator indicates that for major procedures or when the women are giving birth the Hasidic population often utilize the hospitals in New York City.

Given the anticipated population growth in and around the Village of Kiryas Joel over time, the changes in demand for the various emergency services are anticipated to evolve with or without the annexation taking place. With or without annexation, the tax revenues which are generated to the respective municipalities will help to offset the increased need for services that are funded by property taxes.

### **3.3.5 Potential Impacts - Other Public Services**

#### *Road Maintenance*

As discussed, the Village of Kiryas Joel contracts with the Town of Monroe for public road maintenance. Upon annexation, the public town roads in the annexation parcels would become Village roads and would be subject to a renegotiation of the agreement for highway maintenance between the Town and the Village at a rate commensurate with the number of miles of road to be transferred.

#### *Library Facilities*



Residents of the annexation territory, who are predominantly Yiddish speaking and do not utilize the services of the Ramapo Catskill Library System but have access to private libraries in the Village, would continue to be served by the private libraries and would be entitled to any public library services provided by the Village in the future.

#### *Orange County Social Services*

The Orange County Department of Social Services total 2014 Gross Budget of \$240,240,005 exceeds that of any other individual County Department. However, this budget includes funds that are administered by the Department of Social Services but are directly reimbursed by the Federal and State governments. Only 30 percent of all revenue expenses are raised by County property tax revenues.

There will be no difference in the cost or availability of County Services as a result of annexation. The cost of services administered by the County will not be impacted based on whether a home is located in the Town or the Village since, with or without annexation, the properties remain within Orange County. There will be no change to the

By comparison, the total 2014 assessed value of the Village of Kiryas Joel is \$154,464,556, of which 68.8 percent is residential, 8.6 percent is commercial and 19.3 percent is used for community services. Of the Village's total assessed value, \$122,706,086 is taxable and \$29,568,625, or 19.1 percent is tax exempt.

According to the Town of Monroe Assessor, the 2014 assessed value (equalized) of the 177 parcels being considered for annexation is \$9,751,310 (refer to letter in Appendix H1). Table 3.2-5 shows the current tax rates for the Town of Monroe and the resultant taxes paid to the various taxing jurisdictions by the annexation parcels. The tax revenues presented are based on current 2014 assessed value and current 2015 tax rates. With no changes in assessments, these rates are likely to increase over time. Consistent with fiscal impact methodology<sup>11</sup>, the property tax revenues have been determined by considering what would be generated if the anticipated development were completed and occupied today.

*Future Taxes without Annexation - Pre Development*

As set forth in Table 3.2-5 below, prior to any new development taking place, without annexation, the current tax revenues would continue to accrue to the respective taxing jurisdictions at the prevailing tax rates, including the Monroe-Woodbury School District.

<b>Table 3.2-5</b>			
<b>Current Municipal Taxes Generated by Annexation Parcels</b>			
Taxing Authority	Assessed Value	Tax Rate*	Current Taxes (\$)
<b>Orange County</b>	<b>\$9,751,310</b>	<b>\$20.0067</b>	<b>\$195,092</b>
Monroe General Fund Townwide	\$9,751,310	\$6.4538	\$62,933
Highway Townwide	\$9,751,310	\$0.8576	\$8,363
<b>Total Monroe Townwide Tax</b>	<b>\$9,751,310</b>	<b>7.3114</b>	<b>\$71,296</b>
Monroe General Fund Part Town	\$9,751,310	\$1.6658	\$16,244
Monroe Highway Fund Part Town	\$9,751,310	\$1.2923	\$12,602
Monroe Fire OutsideVillage	\$9,751,310	\$4.7395	\$46,216
Monroe Library	\$9,751,310	\$3.0905	\$30,136
Monroe Lighting	\$9,751,310	\$0.4116	\$4,014
Monroe Refuse	\$9,751,310	\$1.4821	\$14,452
<b>Total Town of Monroe TOV</b>	<b>\$9,751,310</b>	<b>\$12.6818</b>	<b>\$123,664</b>
<b>Total Town of Monroe</b>	<b>\$9,751,310</b>		<b>\$194,960</b>
<b>TOTAL MUNICIPAL &amp; COUNTY</b>			<b>\$390,051</b>
*Tax Rate per \$1,000 of Assessed Valuation; Assessed Value per Tax Assessor; August 19, 2014			
Source: Tax Assessor Town of Monroe, January 6, 2015			

<sup>11</sup> Ibid.

<b>Table 3.2-10 Future Increased Revenues by Jurisdiction Without Annexation - Post Development</b>			
<b>Taxing Authority</b>	<b>Assessed Value Improved Land</b>	<b>Tax Rate** 2015</b>	<b>Future Tax Increase</b>
<b>Orange County *</b>	\$207,724,780	\$20.0067	<b>\$4,155,887</b>
Monroe Townwide *	\$207,724,780	\$6.4538	\$1,340,614
Monroe Highway Townwide *	\$207,724,780	\$0.8576	\$178,145
Monroe Part Town General Fund +	\$69,776,515	\$1.6658	\$116,234
Monroe Highway TOV +	\$69,776,515	\$1.2923	\$90,172
Monroe Fire +	\$69,776,515	\$4.7395	\$330,706
Monroe Library +	\$69,776,515	\$3.0905	\$215,644
Monroe Lighting +	\$69,776,515	\$0.4116	\$28,720
Monroe Refuse +	\$69,776,515	\$1.4821	\$103,416
<b>Total Town of Monroe</b>		19.9932	<b>\$2,403,651</b>
<b>Village of Kiryas Joel</b>	\$137,948,265	\$16.32	<b>\$2,251,316</b>
<b>TOTAL MUNICIPAL &amp; COUNTY</b>			<b>\$8,810,854</b>

\*\* Tax Rate per \$1,000 of Assessed Valuation (2015 tax rates). Tax Rates Orange County, NY Image Mate On Line,  
\* \$ 208,300,940 is total assessed value of improvements on annexation land (1,431 units) & growth within Kiryas Joel (2,394 units).  
+ \$70,352,675 is total estimated assessed value of improvements on annexation land only (1,431 units).  
Source: Assessed Value per Town of Monroe Tax Assessor, 2015.

*Future Taxes with Annexation - Post Development*

Table 3.2-11 shows the increase in revenues to be generated by the 3,825 new units, *with* annexation, to the respective taxing jurisdictions after development of the parcels is complete. Revenues are based on 2015 tax rates.

As previously stated, annexation properties would continue to pay townwide taxes to the Town of Monroe. As presented in Table 3.2-11, there would be an increase in annual revenues to the Town of Monroe of approximately \$1,682,773. However, as shown in Table 3.2-7, the annexation properties would no longer pay the TOV taxes to the Town, estimated to be \$123,665. Instead the annexation properties would pay the Village to provide those services, thus the net increase to the Town would be \$1,559,107.

Increased tax revenues to the Village of Kiryas Joel would total \$3,756,168. The revenue increase to Orange County would be approximately \$4,604,690 annually.

With annexation, total municipal taxes are projected to be \$9,919,965. This is largely a result of the higher density development on the annexation lands anticipated under the annexation scenario resulting in additional tax revenues being generated on the annexation lands.

<b>Table 3.2-11 Future Increased Revenues by Jurisdiction With Annexation - Post Development</b>			
Taxing Authority	Assessed Value	Tax Rate*	Future Tax Increase
<b>Orange County</b>	\$230,157,373	\$20.0067	<b>\$4,604,690</b>
Monroe Townwide	\$230,157,373	\$6.4538	\$1,485,390
Monroe Highway Townwide	\$230,157,373	\$0.8576	\$197,383
Total Town of Monroe	\$230,157,373	\$7.3114	\$1,682,773
Reduction in TOV Taxes	\$9,751,310		(\$123,665)
<b>Net Tax Gain Town of Monroe</b>			<b>\$1,559,107</b>
<b>Village of Kiryas Joel Tax</b>	\$223,818,963	\$16.32	<b>\$3,756,168</b>
<b>TOTAL MUNICIPAL &amp; COUNTY</b>			<b>\$9,919,965</b>
*Tax Rate per \$1,000 of Assessed Valuation. 2015 Tax Rates			
Assessed Value per Town of Monroe Tax Assessor, 2015.			
\$ 195,718,122 is total assessed value of improvements on annexation land (1952 units) & growth within Kiryas Joel (1,873 units).			
Source: Tax Rates; Orange County, NY Image Mate On Line, 2015.			

NO TABLE FOR DECREASED REVENUES  
**3.2.5 Municipal Costs Associated with Development of Annexation Parcels**

Consistent with standard fiscal impact methodologies,<sup>12</sup> an approximate estimate of the respective costs to the Town of Monroe and the Village of Kiryas Joel associated with the projected residential development may be determined by obtaining a reasonable composite of current municipal costs on a per capita basis and multiplying this amount by the anticipated population in each municipality.

Through a review of the municipal operating budget, the amount of expenditures can be derived and, by dividing the population into the amount of expenditures, the per capita cost can be determined. To estimate the portion of the per capita cost which is paid for by property tax revenues (as opposed to other forms of income), the per capita cost is multiplied by the proportion that property tax revenue comprises of the overall income stream.

This generalized methodology estimates the overall costs. The methodology was discussed with the Town of Monroe Comptroller and he acknowledged that for the purpose of this analysis municipal costs are most reasonably assessed on an aggregate level.<sup>13</sup> It is noted that commercial and other land uses place demands on the various governmental services

<sup>12</sup> Burchell & Listokin. The Fiscal Impact Handbook. 1978.

<sup>13</sup> Phone conversation with Peter Martin PhD, Town of Monroe Comptroller, on January 7, 2015.

### 3.2.9 Mitigation Measures

With or without annexation the increasing population within the Village will create a demand for additional community services in terms of public safety staffing, increased fire protection and increased need for emergency medical facilities. Tax revenues from the increasing assessed valuation in the Village and the Town will help to support the anticipated increases in fire protection equipment and facilities, anticipated increases in public safety officers and expansion of emergency medical facilities.

library?

Under the Annexation scenario, certain fiscal impacts to the MWSD could be mitigated by the mutual consent of the KJSD and the MWSD to adjust the district boundaries to be coterminous with the municipal boundaries of the Village of Kiryas Joel as noted in the Kiryas Joel Board of Education Resolution dated May 13, 2014.

*Ambulance & Health Services*

Without annexation, the development projected in the Town of Monroe would potentially increase demand for EMS by approximately 269 calls annually. In the Village, demand would potentially increase by approximately 449 calls annually. With annexation, potential increase in demand for the Village EMS would be up to 718 calls annually, on average.

The projected population increase associated with study area growth, with or without annexation, has the potential to increase the need for beds in hospitals serving the area by approximately 79 beds. The recently constructed Orange Regional Medical Center has capacity to accommodate this growth. It is noted that the cultural ties that exist between the populations of Kiryas Joel and Williamsburg, Brooklyn are significant and the Hasidic population often utilizes the hospitals in New York City.

Given the anticipated population growth in and around the Village of Kiryas Joel over time, the changes in demand for the various emergency services are anticipated to evolve with or without the annexation taking place. With or without annexation, the tax revenues which are generated to the respective municipalities will help to offset the increased need for services that are funded by property taxes.

*Road Maintenance*

The Village of Kiryas Joel contracts with the Town of Monroe for public road maintenance. Upon annexation, the public town roads in the annexation parcels would become Village roads and would be subject to a renegotiation of the agreement for highway maintenance between the Town and the Village at a rate commensurate with the number of miles of road to be transferred.

*Library Facilities*

Residents of the annexation territory, who are predominantly Yiddish speaking and do not utilize the services of the Ramapo-Catskill Library System but have access to private libraries in the Village, would continue to be served by the private libraries and would be entitled to any public library services provided by the Village in the future.

*Orange County Social Services*

There will be no difference in the cost or availability of County Services as a result of annexation. The cost of services administered by the County will not be impacted by annexation since whether a home is located in the Town or the Village, it remains within Orange County. There will be no change to the social services provided by the County due to annexation.

The assessed valuation of the annexation territory is different depending on whether the property is developed in the Town or the Village due to the differences in the types of units that are likely to be built and the permitted density. This variation in assessed valuation results in a projected \$4,155,887 in County property tax revenue without annexation compared to a projected \$4,604,690 with annexation. Of the County Department of Social Services' budget which totals \$783,796,511, only \$114,374,464 is raised from property taxes.

The population of Kiryas Joel represents approximately 5.4 percent of the overall Orange County population per the 2010 US Census. Due to modest family incomes and large family

<b>Table 3.4-2 Weekday Traffic Counts</b>		
<b>Locations</b>	<b>2014 Weekday Count <sup>1</sup></b>	
	<b>AM Peak Hour</b>	<b>PM Peak Hour</b>
Bakertown Road	544	509
Acres Road	75	72
Forest Avenue	422	432
Seven Springs Mountain Road	205	192
<b>Total</b>	<b>1246</b>	<b>1205</b>
<sup>1</sup> Counts from 2014, see Appendix F2 Location Map.		

*Modal Split*

Car ownership of families residing in Kiryas Joel is much lower than a typical American Metropolitan Statistical Area (AMSA). The number of vehicles per household in Kiryas Joel is 0.47 (US Census 2000, SF3 Table H46) whereas the typical AMSA vehicle per household is 1.65, three times higher (US Census Bureau American Community Survey 2012, Table CP04).

In Kiryas Joel, the women residents do not drive. There are 3,437 households with a total number of workers of 3,674, or 1.07 workers per household (2006-2010 ACS Table B19001 and B23001). With only one vehicle per two households, over half of journey-to-work trips are by transit, carpooling, or walking as shown in Appendix F3, Table F3-1. Taxis and car services are also common in Kiryas Joel and are efficient modes of transportation, reducing parking needs and adding to the efficiencies of the local transportation network. There are 12 taxi/car service companies operating in the Village of Kiryas Joel.

Bus routes have specific stops and schedules while taxis, car services, ride sharing, and the Monroe Dial-a-bus provide more flexible time and location services. General public transit is not used to replace school bus transportation for students.

*Pedestrians*

The Village of Kiryas Joel is highly interconnected with sidewalks on most Village streets (see Figure 3.4-7). Certain key connecting roads such as Bakertown Road, Acres Road, Mountain Road, and CR 44 have no or only limited sidewalks. However, given the size of the existing community at 1.1 square miles, all of the Village's shopping, places of work, and government, social, and recreational facilities are within walking distance of its residences.

2014) and are shown on Figures 3.4-3 to 3.4-6. The entrances to the Village have very low Saturday traffic compared to either Sunday or normal mid-week commuter traffic.

Generally, weekday peak traffic occurred between 8 a.m. and 10 a.m. and between 5 p.m. and 6:30 p.m. These are typical commuter peaks found throughout the region. Bakertown peaked earlier, between 2:30 p.m. and 4:00 p.m. This occurred for all three midweek days. Since Bakertown Road is a primary route toward New York City, this could relate to people that left early in the morning returning just prior to normal commuter peak in combination with retail traffic to Woodbury Commons, Harriman Business Park, and other nearby retail shopping opportunities.

The Jewish Sabbath begins Friday at sundown. Figures 3.4-3 and 3.4-6 show Friday traffic with three distinctive features. There is a normal morning peak spike in traffic. There is a midday peak representing both commuters and shopping before the Sabbath. The peak declines and then sharply drops as the Sabbath approaches, falling below Sunday traffic. It flattens slightly during the standard commuter peaks possibly as a result of through commuter traffic, before declining again. Thus the Friday traffic as Sabbath approaches is one of the few times weekday traffic is below weekend traffic.

The Saturday peak traffic occurs late, falling between 8:00 p.m. and 10:00 p.m. Sunset was after 7 p.m. on Saturday, February 1, 2014. With the Jewish Sabbath ending at sunset, Village residents resume driving after sunset. Thus, while most of Saturday has very low traffic, it spikes after sunset on Saturday. (There are 75 days per year including Saturdays when the local population does not drive in observance of Jewish holidays. A similar peak hour shift would be expected on these days.) CR 44 has the highest portion of Saturday trips. The Saturday traffic is a relative indicator of the amount of traffic traveling through Kiryas Joel on the four key roads.

Sunday traffic is much higher than Saturday traffic, but lower than weekday traffic. Sunday does not have the distinctive morning and afternoon commuter traffic peaks. Figures 3.4-3 to 3.4-6 show Sunday traffic in comparison to other days of the week. Acres Road Sunday traffic is relatively low and sharp changes are suspected to be event-related traffic.

While the Southeastern Orange County study centered on midweek peak commuting periods and Saturday midday peak shopping period, the Saturday midday period for the study area is not affected by Village of Kiryas Joel residents.

The counts in Table 3.4-2 indicate the traffic levels for the a.m. and p.m. mid-weekday periods are of the same magnitude typical for commutation areas.

<b>Table 3.4-1 Weekday Vs. Saturday Traffic <sup>6</sup></b>						
Location	Direction	Peak Hour Traffic			Average Daily Traffic	
		AM Peak <sup>4</sup>	PM Peak <sup>5</sup>	Saturday	Weekday	Saturday
CR 105						
Bakertown Road to CR 64 <sup>1</sup>	Northbound	274	491	284	6530	3418
	Southbound	346	398	242	5964	3203
	Total	620	889	526	12,494	6621
CR 44 Mountain Road						
Monroe town line to Seven Springs Mountain Road <sup>2</sup>	Eastbound	93	122	54	1415	718
	Westbound	79	96	45	1368	667
	Total	172	218	99	2783	1405
CR 64 Dunderberg Rd.						
CR 105 to Woodbury town line <sup>3</sup>	Eastbound	250	378	242	4827	2708
	Westbound	336	256	211	4340	2658
	Total	586	634	453	9167	5366
<sup>1</sup> Orange County Count Station <sup>6</sup> 8184 see Appendix F1.						
<sup>2</sup> Orange County Count Station <sup>6</sup> 8086 see Appendix F1.						
<sup>3</sup> Orange County Count Station <sup>6</sup> 8119 see Appendix F1.						
<sup>4</sup> Based on average weekday hours (axle factored, Monday to Friday 8 a.m. to 9 a.m.).						
<sup>5</sup> Based on average weekday hours (axle factored, Monday to Thursday afternoons).						
<sup>6</sup> County data Traffic Count Hourly Reports analysis run by the New York State Department of Transportation.						

Traffic counts were also taken for purposes of this DGEIS to ascertain the amount of traffic entering and leaving Kiryas Joel in 2014 at four key locations.

1. Bakertown Road
2. Acres Road
3. Forest Avenue
4. Seven Springs Mountain Road (CR 44)

Counts at these locations capture the primary routes of travel with either an origin or destination in the Village of Kiryas Joel or passing through the Village of Kiryas Joel. (See Appendix F2, Count Location Map.)

These counts do not include trips passing around or bypassing the Village (bypass trips) or trips originating and terminating within the Village (internal trips). Trips passing through the Village of Kiryas Joel on these roads were counted. Machine traffic counts were taken for the mid-weekday (Tuesday, January 28, 2014, through Thursday, January 30, 2014) and weekend (Saturday, February 1, 2014 and Sunday, February 2,

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June 22, 2015

\*ADMITTED IN NEW YORK AND NEW JERSEY  
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## VIA REGULAR MAIL and EMAIL

Tim Miller Associates, Inc.  
10 North Street  
Cold Spring, NY 10516

*Re: Article 17 General Municipal Law 507 acre and 164 acre annexation petitions*

Dear Mr. Miller:

We are counsel to the Board of Education of the Monroe-Woodbury Central School District ("MWCS D"). Subject to a full reservation of its rights, the MWCS D is submitting its written comments on the Petition for Annexation of approximately 510 acres from the Town of Monroe ("Town") to the Village of Kiryas Joel ("Village") dated December 23, 2013 ("507 acre petition") and the Petition for Annexation of approximately 164 acres from the Town to the Village dated August 15, 2014 ("164 acre petition").

MWCS D asserts that both the 507 acre and 164 acre petitions fail to comply in form and content with the provisions of Article 17 of the General Municipal Law. Further, neither petition is in the overall public interest. Accordingly, both petitions must be rejected.

### 1) Sufficiency of Petitions:

#### General Comment:

Section 703 of the New York General Municipal Law sets forth the minimum requirements necessary to determine the validity of a petition for annexation. Specifically, such petitions require:

- A description of the lands to be annexed;
- The number of inhabitants residing on the lands to be annexed;
- The petition must be signed by at least 20 percent of the persons residing in the requested area eligible to vote or by the owners of the majority of assessed valuation of the real property to be annexed;

- The signatures of each property owner must be authenticated on each sheet by adding at the bottom of each sheet an affidavit of the witness; and
- Where the petition is signed by the owners of a majority in assessed valuation of the real property there must be attached a certification of the assessor responsible for the preparation of the assessment role certifying to such facts.

There are a significant number of irregularities which invalidate both the 507 acre and 164 acre petitions as follows:

**a) 507 Acre Petition**

As the pages of this petition are not numbered, we have prepared the attached, Exhibit A, which inserts handwritten numbers for each page of the petition which will correspond with our following comments:

**Pages 3-21:**

At page 2, the Witness Clause of the petition, petitioners assert that they each executed the petition on December 23, 2013. First, we submit that it is improbable that the 177 petitioners each executed the petition on December 23, 2013. Additionally, as further evidence of this, as documented in the sworn affidavit of the witnesses, Simon Gelb, the signatures were not authenticated until December 27, 2013, 4 days after the Petitioners were alleged to have executed the petition.

**Pages 4-21:**

The petitions include numerous substantial unauthenticated alterations. Handwritten alterations of the affirmation were not initialed for authenticity. Altering the petition without authentication of the alteration by the authenticating witness undermines the veracity of the petition, as it is impossible to determine whether the petition was validly altered. Therefore, the petition must be invalidated.

**Pages 11-19:**

The petitions were altered by inserting handwritten names under the purported signatures of petitioners and striking assessed values of properties without authentication. Altering the petition without authentication of the alteration by either the petitioner or the authenticating witness undermines the veracity of the petition, as it is impossible to determine whether the petition was altered after or before it was allegedly witnessed and notarized. Those signatures must be invalidated and the corresponding assessed value of the purported annexed territory reduced accordingly.

**Page 3:**

SBL 43-5-3.2: The record property owners are: Henry Weinstock and Shana Weinstock. However, only Henry Weinstock executed the petition. Given that there is no representation that this property is owned by a corporate or other entity, or that the second owner is deceased, similar to SBL 43-5-4.1, both property owners must execute the petition. Therefore, the signature must be invalidated and the corresponding assessed values of the property to be annexed reduced by \$74,000.

SBL 65-1-25: The record property owners are: Joel Brach and Helen Brach. However, only Joel Brach executed the petition. Given that there is no representation that this property is owned by a corporate or other entity, or that the second owner is deceased similar to SBL 43-5-4.1, both property owners must execute the petition. Therefore, the signature must be invalidated and the corresponding assessed value of the property to be annexed reduced by \$33,600.

The petition was altered to insert handwritten names of purported petitioners at SBL 2-1-9.1; 2-1-4,21 and 1-1-39. However, the alterations were not authenticated. Altering the petition without authentication of the alteration by either the petitioner or the authenticating witness undermines the veracity of the petition, as it is impossible to determine whether the petition was altered after it was allegedly witnessed and notarized. We submit each such alteration invalidates the petition. Therefore, the signatures must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$78,400; \$110,000 and \$28,000.

**Page 4:**

The petition was altered in numerous places including the addition of handwritten names and the striking of the assessed value of \$65,800 without authentication of the alteration by the witness or petitioner at SBL 43-1-6; 43-2-5 and 43-5-6. Altering the petition without authentication of the alteration by either the petitioner or the authenticating witness undermines the veracity of the petition, as it is impossible to determine whether the petition was altered before or after it was allegedly authenticated by the witness and notarized. We submit each such alteration invalidates those signatures and the respective corresponding assessed values of the property to be annexed reduced by \$70,900; and \$61,100.

**Page 5:**

SBL 1-2-8.11: The record property owners are: Lillian Strulovitch and Pincus J. Strulovitch. However, only one property owner executed the petition. Given that there is no representation that this property is owned by a corporate or other entity, or that the second owner is deceased similar to SBL 43-5-4.1, both property owners must execute the petition.

SBL 1-2-8.11 and 1-3-12: In addition, equally troublesome, the signatures for the purported owner of properties SBL 1-3-12 and SBL 12-8.11 mirror each other. However, the property owner listed for 1-3-12 is one Joseph Stulovitch 1, LLC, and the individual who signed is identified as Joseph Strulovitch. Whereas the owners of 1-2-8.11 are noted as Lillian/Pincus Strulovitch, which has the exact same signature as for lot 1-3-12. Additionally, we note that these two properties, SBL 1-3-12 and 1-2-8.11 are also included on the 164 acre petition. Yet, in that case, although the actual signature is a mirror image of the signatures on the 507 acre petition, the name of the signatory for lots 1-3-12 and 1-2-8.11 is now identified as Pincus J. Strulovitch. Furthermore, although two lot owners are noted for 1-2-8.11 there is only one signatory. We submit that this is clear and convincing evidence that this person is not qualified to execute the petition and the respective corresponding assessed values of the property to be annexed must be reduced by \$69,500 and \$89,200.

**Page 6:**

The petition was altered by inserting the handwritten names without authentication at SBL 1-2-8.21;1-2-27 and 1-1-49. Altering the petition without authentication of the alteration by either the petitioner or the authenticating witness undermines the veracity of the petition, as it is impossible to determine whether the petition was altered before or after it was allegedly authenticated by the witness and notarized. We submit each such alteration invalidates the signatures and the respective corresponding assessed values of the property to be annexed must be reduced by \$181,400; \$23,300 and \$36,700.

SBL 1-1-52 did not include an assessed value nor is this property certified by the Assessor as part of the property proposed to be annexed on Appendix C.

**Page 7:**

SBL 1-1-22.1: The signature of the purported Petitioner was altered without authentication and must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$15,000. Altering the petition without authentication of the alteration by either the petitioner or the authenticating witness undermines the veracity of the petition, as it is impossible to determine whether the petition was altered before or after it was allegedly authenticated by the witness and notarized.

**Page 8:**

SBL 1-2-30.1: The record property owners are Moses Goldberger and Briendel Chavi. However, only Moses Goldberger executed the petition for this property. Given that there is no representation that this property is owned by a corporate or other entity, or that the second owner is deceased similar to SBL 43-5-4.1, both property owners must execute the petition. Therefore, the signature must be invalidated and the respective corresponding assessed value of the property to be annexed reduced by \$147,250.

SBL 56-1-1.1: Simon Gelb is the record owner of the property and as such, executed the petition as the petitioner. However, Mr. Gelb also executed the affidavit as a witness to the authenticity of the signatures on this page. Therefore, the signature must be invalidated and the respective corresponding assessed value of the property to be annexed reduced by \$61,600.

**Page 9:**

The petition was altered without authentication when the names of the petitioners were added without initials by the witness or purported petitioner at SBL 1-1-25.4; 1-2-31.1 and 1- 2-6. Altering the petition without authentication of the alteration by either the petitioner or the authenticating witness undermines the veracity of the petition, as it is impossible to determine whether the petition was altered before or after it was allegedly authenticated by the witness and notarized. Therefore, the signatures must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$58,000; \$72,700 and \$116,700.

**Page 10:**

The petition was altered by inserting the handwritten names without authentication of the petitioner or authenticating witness at SBL 1-1-23;1-3-14.2; 1-3-15; 1-3-40; 2-1-1; 43-1-12; 1-1-25.2 and 1-2-32.12. Altering the petition without authentication of the alteration by either the petitioner or the authenticating witness undermines the veracity of the petition, as it is impossible to determine whether the petition was altered before or after it was allegedly authenticated by the witness and notarized. Therefore, the signatures must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$58,500; \$64,800; \$62,900; \$17,600; \$234,000; \$7,800; \$67,700 and \$56,200.

The witness in his affidavit affirms/swears that 9 petitioners executed the petition, when in actuality, there were only 8 signatures. Moreover, without authentication of the alteration, the veracity of the petition is undermined as it is impossible to determine whether the petition was altered after or before it was allegedly witnessed and notarized. Therefore, the entire page must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$359,500.

SBL 1-2-32-12: The record owner of the property is Yisorel Cong Bais and not Bais Yisroel Cong. Therefore, the signature must be invalidated and the respective corresponding assessed value of the property to be annexed reduced by \$56,200.

SBL 1-3-14.21; 1-3-15 and 1-3-15 are owned by two entities, Amazon Realty Associates, Inc., and Burdock Realty Associates, Inc. However, the owner of record on all three parcels is noted as represented on the petition as Amazon/Burdock Rlty Assoc Inc. Further, there is only one signatory. It is unclear as to both the names of the record owners as well as to which property the petitioner is executing the petition on behalf of.

**Page 12:**

SBL 1-1-25.3: The signature of the petitioner was altered without authentication by the petitioner. Altering the petition without authentication of the alteration by the petitioner undermines the veracity of the petition, as it is impossible to determine when and whether the petition was validly altered. Therefore, the signature must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$18,600.

**Page 18:**

The petition was repeatedly altered without authentication by inserting handwritten names of petitioners and adding property listings SBL 65-1-27 and 65-1-28 and assessed values. Altering the petition without authentication of the alteration by the petitioner undermines the veracity of the petition, as it is impossible to determine when and whether the petition was validly altered. Therefore, the signatures must be invalidated and the respective corresponding assessed values of the property to be annexed reduced accordingly.

**Page 19:**

The witness, in his affidavit affirms/swears that 9 property owners executed the petition when only 5 purported property owners executed the petition. Moreover, without authentication of the alteration, the veracity of the petition is undermined as it is impossible to determine when and whether the petition was validly altered. Therefore, the entire page must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$156,400.

SBL 43-3-1: The record property owners are Israel Werzberger and Yittele Werzberger. However, the petition incorrectly includes NDS Property Management, Inc., and Jossi Leib Werzberger as the owners of record. Moreover, it appears that pursuant to Appendix C, the property has been assigned different SBL numbers. Therefore, the signatures must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$91,700.

**Exhibit A - The Description of the purported Annexed Territory conflicts with Exhibit C - the Assessors Certification that Exhibit A of the Petition is the 177 Parcels constituting the purported annexed territory:**

- The following lot is noted on Exhibit A, but not on Exhibit C: Area VIII, SBL 43-1-11.
- The following lots are noted on Exhibit C, but not on Exhibit A: SBL: 1-1-4.2; 1-1-4.32; 1-1-11.21; 1-1-11.22; 43-1-13; 43-1-14; 43-1-15; 43-3-6; 43-4-1; 43-4-3; 43-4-4; 43-5-10; and 43-5-11.
- In Exhibit C, 177 lots are purported to be included in the annexed territory while in Exhibit A, only 164 lots are noted as the metes and bounds of the purported annexed territory.

Given the substantive inaccuracies as noted throughout the petition, the petition does not substantially comply in form and content with Article 17 of the General Municipal Law. Moreover, the invalidation of the noted signatures reduces the total assessed valuation of the property such that the petitioners do not represent a majority of the total assessed valuation of the territory described to be annexed. Accordingly, the 507 acre annexation petition must be rejected.

**b) 164 Acre Petition:**

As the pages of this petition are not numbered, we have prepared the attached, Exhibit B, which inserts handwritten numbers for each page of the petition which will correspond with our following comments:

**Pages 3-5:**

At page 2, the Witness Clause of the petition, petitioner's assert that they each executed the petition on August 15, 2014. First, we submit that it is improbable that the petitioners each executed the petition on August 15, 2014. Additionally, as further evidence of this, as documented in the sworn affidavit of the witnesses, Simon Gelb, the

signatures were not authenticated until August 19, 2014, 4 days after the Petitioners were alleged to have executed the petition.

Each page of the petition was altered by inserting the handwritten names of alleged signatories to the petition without authentication. Altering the petition without authentication of the alteration by the petitioner undermines the veracity of the petition, as it is impossible to determine whether the petition was validly altered. Therefore, those signatures must be invalidated and the assessed value of the purported annexed territory reduced accordingly.

**Page 4:**

The witness, in his affidavit affirms/swears that 8 property owners executed the petition when in actuality 10 purported property owners executed the petition. Moreover, without authentication of the alteration, the veracity of the petition is undermined as it is impossible to determine whether the petition was altered after or before it was allegedly witnessed for authenticity and notarized. The petition must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$676,500.

SBL 1-2-8.11 and 1-3-12: Please see 507 acre petition comment to Page 5 above.

SBL: 1-3-1.3: There are four owners of record, however, AES 11-07 Trust, Elimelech Schwartz, Trustee, Bakertown Realty Equities and Jacob Bandua Trust. However, only three individuals executed the petition. Therefore, the signatures must be invalidated and the respective corresponding assessed values of the property to be annexed reduced by \$91,600.

SBL 65-1-32: There is no such property listed for the Town of Monroe for Orange County, N.Y.

Exhibit A - The Description of the purported Annexed Territory conflicts with Exhibit C - the Assessors Certification that Exhibit A of the Petition is the 177 Parcels constituting the purported annexed territory:

- The following lot is noted on Exhibit A, but not on Exhibit C: Area III, SBL 1-2-1.
- In Exhibit C, 71 lots are purported to be included in the annexed territory while in Exhibit A, only 70 lots are noted as the metes and bounds of the purported annexed territory.

Given the substantive inaccuracies as noted throughout the petition, the petition does not substantially comply in form and content with Article 17 of the General Municipal law. Moreover, the invalidation of the noted signatures reduces the total assessed valuation of the property such that the petitioners does not represent a majority of the total assessed valuation of the territory described to be annexed. Accordingly, the 164 acre annexation petition must be rejected.

**2. The Proposed Petitions for Annexation are not in the Overall Best Interest of the Monroe Woodbury Central School District:**

We submit that regardless of the size of the annexation, the impact to the MWCS D is significant. Notwithstanding that the demographic and financial projections due to the significant growth in Kiryas Joel's population in the 10 short years noted in the DGEIS are underestimated, even using these inaccurate premises, the impact on MWCS D cannot be overcome.

First, the MWCS D notes that regardless of the annexation, the population of Kiryas Joel will continue to exceed the housing stock and continue to overflow its borders. The only real check on this growth is the land use zoning of the neighboring communities limiting the density of units per acre and the control of water and sewer usage. Currently, as admitted in the DGEIS, the Village zoning does not limit the number of units per acre. Without some control in growth, the impact to the MWCS D and surrounding communities will rise dramatically. It is also significant that the Village has not adopted a comprehensive plan, whereas the Town has adopted a plan for development.

We also note that such growth will also demand increased classroom space. It is acknowledged that the growth will require a significant expansion to the private religious schools and to a lesser extent KJUFSD. However, notably absent is any documentation on the amount of private or public school classroom space needed to accommodate the growth, timelines for proposed construction, recitation of what is currently being constructed, the cost of such construction, the impact to the tax base of the construction or any other of the myriad impacts that result from such and should be factored into the impacts.

While the children of Kiryas Joel families attend private school, the MWCS D is obligated to provide support services such as transportation and books. In the DGEIS, the source of the data for the analysis of these purported costs to provide services to Kiryas Joel students of \$1,700 is neither specific to a particular time period nor verified. [See, 3.2.6 DGEIS]. In fact, the figure of \$1,700 was provided by MWCS D as an estimate during a casual conversation initiated by the KJUFSD business official. During that conversation it was never represented that this information would be used as the accurate foundation analysis of fiscal impacts for the DGEIS, nor was there a follow-up contact to the MWCS D to confirm the accuracy of these numbers. The actual number for the cost of services during the 2014-2015 school year is \$2,986. At a projected 8,160 students (not taking into account the increase in the cost of services during this period), the cost to MWCS D to provide these services is \$24,365,760.

In addition, MWCS D provides education services for special needs students. Again, the DGEIS failed to verify the costs associated with determining the fiscal impact of the annexation on the District. Currently, for the 2014-2015 school year, the average tuition costs is \$86,000 for the full-time students and not \$79,000 as asserted in the DGEIS. In addition, the District incurs related service costs for 7 of the students at \$17,320 per student. Combined, the average tuition and service cost to the District is \$89,000 per student. Moreover, these costs will not remain stagnant over the next 10 years. Please note that this cost does not include the part-time students.

Notwithstanding the questionable accuracy of the DGEIS figures, the cost will continue to rise dramatically as the cost of providing transportation, books, salary, tuition and other associated costs increase on an annual basis.

Furthermore, as to the time of the projected growth, MWCS D notes that 10 years is an artificial time frame on which to base the analysis of the impacts. Furthermore, the projected population growth is predicated on stale outdated information, including the U.S. Census and a 2009 growth study for the Village of Kiryas Joel. It is significant that although more recent data from Orange County for 2010 predicting a growth rate of 8.2% to 7.0% was available it was rejected out of hand.

MWCS D asserts that a more accurate projection of potential growth is not only the expected 6 children per family, but the capacity of water supply to the Village which above all else will drive the potential for growth.

It is incomprehensible that the DGEIS would summarily dismiss the increased water capacity as a source of potential increased population. If that were the case, there would be no need to increase water capacity. The fact is that in order to sustain the viability of the loan from the Environmental Facilities Corporation, the Village has underwritten such by forecasting significant increases in housing and the corresponding financial commitment of those homeowners providing the influx of money necessary to pay off that loan. It is axiomatic, water is absolutely essential for any growth to occur.

Proceeding on that premise coupled with the unlimited density controls of the Village zoning, we submit that the current growth projection is grossly underestimated. A simple calculation of the individual water usage per day based on the availability of water projects a staggering potential for growth. Increasing the capacity allows for the exponential expansion of the population growth calculating water usage at 70 gallons per day (“GPD”) per person:

- 1 million GPD add 14,285 new residents;
- 4.5 million GPD, add 64,285 new residents; and
- 6 million GPD, add 85,714 new residents.

While it is asserted that the revenue from the taxes that the additional housing may generate will more than compensate for these expenses, that position is not accurate. Significantly, there is no factual information or even a historical foundation submitted to substantiate these purported forecasts of revenue enhancement. [See, Source at Table 3.2-8 and 3.2-9 of the DGEIS]. Rather, this information which is critical to the analysis of the impacts is provided through sheer speculation. Moreover, the analysis noted in the DGEIS failed to account for increasing costs to the MWCS D to provide these services. [See, 3.2.6 DGEIS]. Property valuation is a complex process and is impacted by the type of housing, single family versus multi-family versus condominiums versus low income housing. Further, the valuation of assessment and taxing formula is different for each. The mere fact that housing stocks might increase is not a reliable predictor of tax revenue.

It is especially notable that the analysis applied to determine future public school taxes in the DGEIS is misleading. The analysis does not accurately reflect the manner in calculating taxes and as illustrated represents an artificial windfall to MWCS D. The analysis should be based on a trajectory of increasing expenditures and corresponding tax levy, tax levy distribution among the municipalities affected and the impact of the tax cap over the course of the 10 years.

Furthermore, the assertion of alleged tax revenue as a windfall to the MWCSO is a misnomer. The increased costs for such services are factored into the budget and are spread out over the entire MWCSO population, but the tax levy is based on the relative assessment of each community. Accordingly, while the tax levy for MWCSO impacted by the annexed area may decrease, the levy in other areas could increase.

Of significant concern, the MWCSO may experience a decrease in state aid due to the increased housing. The calculation of state aid is also a complicated formula. However, the greater the aggregate assessed valuation due to increased housing without the corresponding increase in student population, MWCSO might appear wealthier than it actually is which could result in a diminution of state aid.

In addition, the projected increase in population is limited solely to the growth in the 507 or 164 acre proposed annexed territory. However, it also ignores both the potential for migration into the area and the continued development of housing stock on property currently located in the Village of Kiryas Joel.

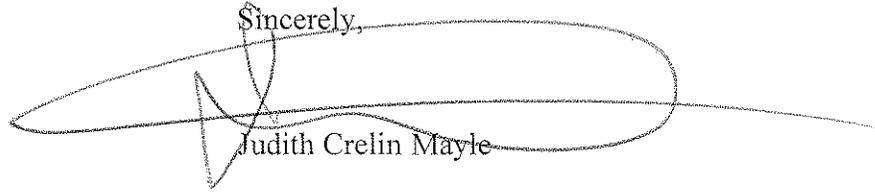
While it is argued that the MWCSO could easily deflect these impacts by engaging in a boundary change process, the impact of this project on the MWCSO must be analyzed without the specter of such. The factors to be considered in determining whether to alter school district boundaries are the educational interests of the students involved, the effect of the transfer on the tax revenues of the districts involved and the effect of the transfer on the educational programs of the school from which the property is transferred. (Appeal of Michailides, 31 Ed Dept Rep 204). While the Kiryas Joel Union Free School District (“KJUFSD”) purports to have adopted a resolution approving an alteration of boundary lines, there is no corresponding evidence that the parties have undertaken the necessary analysis of the factors to approve a boundary line change. Moreover, boundary changes are limited by law and the unpredictable decisions of government officials and it cannot be relied on as a panacea to address these impacts.

However, of significance is the potential impact such expansion may have on the very existence of the KJUFSD. Education Law Section 1504 provided the authority to the Village of Kiryas Joel to create the KJUFSD, which boundaries were coterminous with that of the Village. Clearly, the legislature, in authorizing the creation of this type of school district, set forth the fundamental precedent that the boundary lines of the municipality and the district must be coterminous. To ignore that fundamental principal serves only to circumvent the law, especially in light that Section 1504 is silent as to whether a school district so created can expand beyond those initial boundaries without the corresponding expansion of the municipal territory. Further, while KJUFSD advocates for a boundary change with MWCSO, it is equally questionable as to whether it is KJUFSD or the Village that has the authority to approve such expansion. It is of no small import that this basic tenant cannot be ignored when considering the overall public interest.

Respectfully, based on the evidence both submitted on the record and pursuant to this letter, the annexation petition fails to satisfy the requirements of Article 17 of the General Municipal Law. Accordingly, both petitions must be deemed invalid.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Judith Crelin Mayle". The signature is written in a cursive style with a large, sweeping loop that extends to the right and then curves back down to the left, crossing over itself. The name "Judith Crelin Mayle" is printed in a standard serif font directly below the signature.

cc: Elsie Rodriguez, Superintendent  
Monroe Woodbury Central School District School Board

# EXHIBIT A

**PETITION FOR ANNEXATION OF TERRITORY**  
**FROM THE TOWN OF MONROE TO THE VILLAGE OF KIRYAS JOEL**  
**COUNTY OF ORANGE, STATE OF NEW YORK**

TO THE: TOWN BOARD OF THE TOWN OF MONROE, ORANGE COUNTY, NEW YORK; AND  
BOARD OF TRUSTEES OF THE VILLAGE OF KIRYAS JOEL, ORANGE COUNTY, NEW YORK:

Pursuant to New York State General Municipal Law Article 17, the undersigned petitioners (the "Petitioners") in the Town of Monroe, Orange County, New York (the "Town") hereby petition for annexation of territory (the "Territory") comprised of 177 tax lots and approximately 510 acres from the Town to the Village of Kiryas Joel, Orange County, New York (the "Village"):

1. The Petitioners propose and petition that the Town Board of the Town of Monroe permits and allows to be annexed to the Village the Territory as more particularly described in the legal description set forth in Exhibit "A" attached hereto and made a part of this Petition, and as outlined in the map set forth in Exhibit "B" attached hereto and made a part of this Petition on which the location of each lot within the Territory proposed to be annexed is individually designated.

2. The Petitioners propose and petition that the Board of Trustees of the Village of Kiryas Joel permits and allows to be annexed to the Village the Territory as more particularly described in the legal description set forth in Exhibit "A" attached hereto and made a part of this Petition, and as outlined in the map set forth in Exhibit "B" attached hereto and made a part of this Petition on which the location of each lot within the Territory proposed to be annexed is individually designated.

3. The Petitioners herein own lots within the Territory proposed to be annexed (the "Petitioners Lots") whose total assessed valuation is a majority of the total assessed valuation of all of the real property in the Territory proposed to be annexed, according to the 2013 Final Assessment Roll of the Town, dated June 20, 2013.

4. Attached hereto and marked as Exhibit "C" is a certificate signed by the assessor of the Town responsible for the preparation of the 2013 Final Assessment Roll of the Town certifying that the lots that Petitioners affirm they own within the Territory proposed to be annexed have a total assessed valuation that is a majority of the total assessed valuation of all of the real property in the Territory proposed to be annexed, according to the 2013 Final Assessment Roll of the Town.

5. Each of the Petitioners Lots within the Territory proposed to be annexed owned by an individual Petitioner is listed in this Petition on the same line as the Petitioner's signature. As to the Petitioners Lots owned by multiple parties or by a corporate or other entity, by signing this Petition in respect of such lot, the Petitioner hereby affirms that s/he is authorized to sign this Annexation petition and propose the annexation of the lot and Territory pursuant to a duly adopted corporate resolution or similar act of the board or other body of each entity which owns the lot in whole or in part and that such resolution or similar act was adopted in accordance with that entity's by-laws, operating agreement, or other governing instrument.

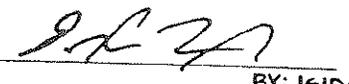
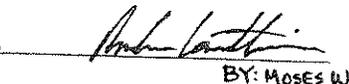
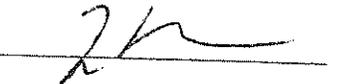
6. The number of inhabitants in the Territory proposed to be annexed is approximately 300.

IN WITNESS WHEREOF, we have hereunto set our hands and signed the foregoing Petition on December 23, 2013.

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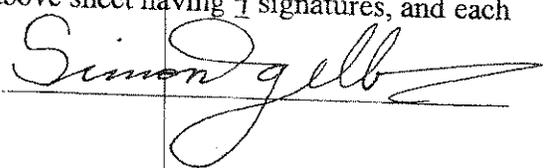
DEC 27 2013

Town of Monroe  
Town Clerks Office

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>Map #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	David Goldberger	(123)	43-5-4.1	\$74,800
	Tzipora Goldberger	(123)	43-5-4.1	
 BY: MARTIN SCHLESINGER	483 105 Corp.	(171)	2-1-4.1	\$78,400
 BY: MARTIN SCHLESINGER	481 Coun. Corp.	(172)	2-1-4.21	\$110,000
 BY: ISIDOR LANDAU	Port Orange Holdings	(27)	1-1-39	\$28,000
	Isidor Landau	(26)	1-1-26.1	\$107,300
 BY: MOSES WERTHEIMER	Provider-Hamaspic OC	(84)	1-3-8	\$64,600
	Joel Brach	(162)	65-1-25	\$33,600
	Henry Weinstock	(122)	43-5-3.2	<u>\$74,700</u>
				<u>\$571,400</u>

STATE OF NEW YORK  
COUNTY OF ORANGE

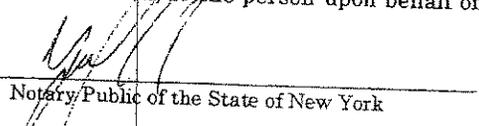
I, Simon Gelb, being duly affirmed, says: I reside at 36 Forest Road, Monroe, New York; I know each of the persons whose names are subscribed to the above sheet having 9 signatures, and each of them subscribed the same in my presence.

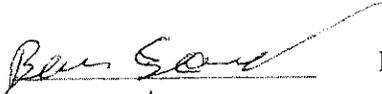
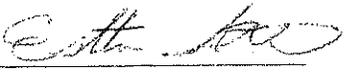
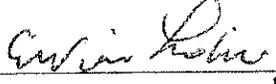


STATE OF NEW YORK )  
                                  ).SS:  
COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Simon Gelb, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**YOEL MITTELMAN**  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP#</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Emanuel Leonorovitz	(112)	43-2-9	\$79,200
	Basya Sabov	(112)	43-2-9	
	Mendel Breuer	(117)	43-4-1	\$65,700
	Ella Breuer	(127)	43-5-8	\$70,700
	Mendel Breuer	(129)	43-5-11	\$139,000
	Israel Simonovits		43-1-6	<del>\$65,800</del>
	Cong Beth Aryeh BY: ESTHER TAUB	(109)	43-2-5	\$70,900
	Esther Stessel	(121)	43-5-2	\$61,100
	257 Mountainview Trust/ <sup>(125)</sup> Erwin Landau Tr. BY: ERWIN LANDAU		43-5-6	\$61,100

(8)

**RECEIVED**

\$547,700

STATE OF NEW YORK

DEC 27 2013

COUNTY OF ORANGE

Town of Monroe  
Town Clerk's Office

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having <sup>to</sup> signatures, and each of them subscribed the same in my presence.



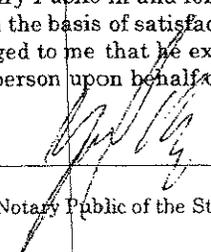
STATE OF NEW YORK )

)SS:

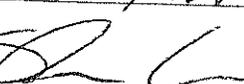
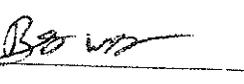
COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01M16124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

(4)

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP#</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
 BY: LEOPOLD FREUND	Beth Freund	(57)	1-2-8.222	\$147,300
 BY: JOSEPH STRULOVITCH	Joseph Stulovitch 1, LLC	(87)	1-3-12	\$69,500
	Lillian /Pincus J. Strulovitch	(55)	1-2-8.11	\$89,200
 BY: HENRY HERBST	Herbst Family Holdings LLC	(58)	1-2-8.6	\$93,500
 BY: SIMON WEISS	Hashgucha Prutius LLC	(32)	1-1-44	\$1,000
 BY: SIMON WEISS	Hashgucha Prutius LLC	(33)	1-1-45	\$500
 BY: BENNY WERBERGER	Be & Yo Realty, Inc.	(97)	43-1-2	\$22,000
	Benny Werberger	(111)	43-2-7	\$104,500
	Rachel Werberger	(111)	43-2-7	

(9)  
STATE OF NEW YORK  
COUNTY OF ORANGE  
\$ 527,500

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having 9 signatures, and each of them subscribed the same in my presence.

**RECEIVED**

DEC 27 2013

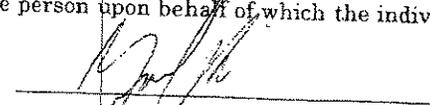
Town of Monroe  
Town Clerk's Office



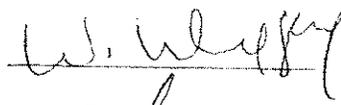
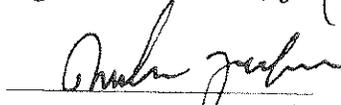
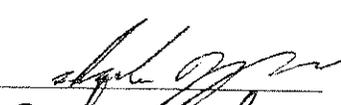
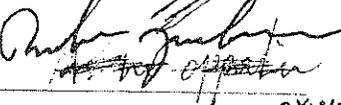
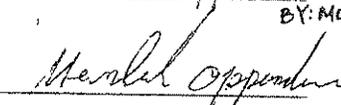
STATE OF NEW YORK )  
                                  ).SS:  
COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01M16124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

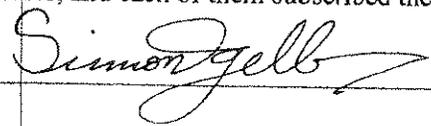


<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Wolf Werberger	(4)	1-1-6	\$60,600
	Moishe Oppenheim	(5)	1-1-7	\$5,000
	Wolf Werberger	(6)	1-1-8	\$31,000
	Zalmen Stern	(13)	1-1-17.1	\$66,800
	Rivka Oppenheim	(16)	1-1-18	\$47,000
	Lipa Oppenheim	(17)	1-1-20	\$100,000
	Yehuda Berger	(18)	1-1-21	\$59,300
 BY: MOSE OPPENHEIM	Seven Springs Corp	(19)	1-1-22.1	\$15,000
	Mendel Oppenheim	(20)	1-1-22.2	\$15,000
-----				
(9)				\$ 399,700

STATE OF NEW YORK  
COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having 9 signatures, and each of them subscribed the same in my presence.

**RECEIVED**

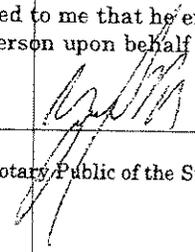


STATE OF NEW YORK )  
)SS:  
COUNTY OF ORANGE )

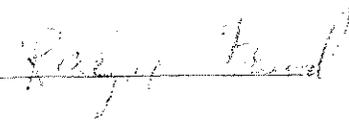
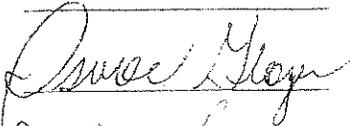
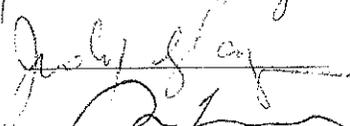
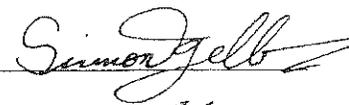
DEC 27 2013  
Town of Monroe  
Town Clerk's Office

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Simon Gelb, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**YOEL MITTELMAN**  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

(7)

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Raizel Eva Freund	(59)	1-2-11.12	\$57,000
	Akiva Klein		1-2-13	<del>\$90,700</del>
	Isaac Glanzer	(61)	1-2-15	\$66,500
	Judy Glanzer	(61)	1-2-15	
	Moses Goldberger	(65)	1-2-30.1	\$147,250
	Briendel Chavi Goldberger		1-2-30.1	
	Simon Gelb	(130)	56-1-1-1	\$61,600
	Samuel Kahan	(131)	56-1-1-2	\$58,600
	Eliezer Neuhauser		1-1-14	<del>\$30,000</del>
-----				
(6)				\$ 390,950

STATE OF NEW YORK

COUNTY OF ORANGE

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STATE OF NEW YORK )

DEC 27 2013

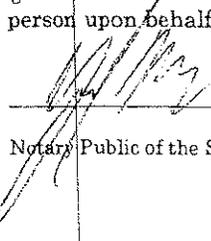
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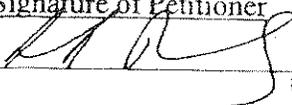
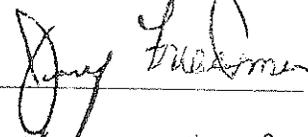
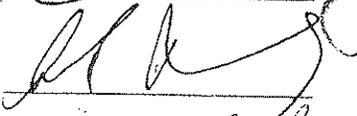
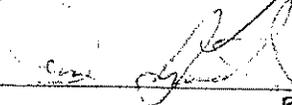
Town of Monroe  
Town Clerk's Office

COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Simon Gelb, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**YOEL MITTELMAN**  
Notary Public, State of New York  
No. 01M16124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
 BY: ISAAC ROSENBERG	7 Springs Villas LLC	(25)	1-1-25.4	\$58,000
	Chaim Landau	(25)	1-1-25.4	
	Josef Freidman	(66)	1-2-30.51	\$61,100
	Frida Freidman	(66)	1-2-30.51	
 BY: SILAH ROSENBERG	Silah Rosenberg Fam LLC	(71)	1-2-31.1	\$72,700
	Deborah Rosenberg	(74)	1-2-32.211	\$61,100
	Abraham Rosenberg	(75)	1-2-32.22	\$200
	Isaac Rosenberg	(75)	1-2-32.22	
 BY: ISAAC JACOBOWITZ	Forest Road Capital, LLC	(53)	1-2-6	\$116,700

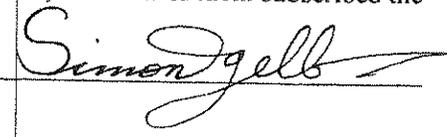
(9)

\$369,800

STATE OF NEW YORK  
COUNTY OF ORANGE

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**RECEIVED**

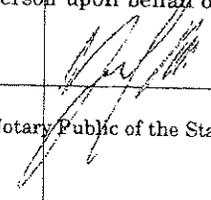


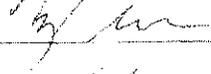
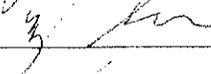
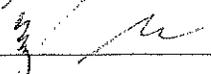
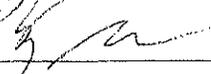
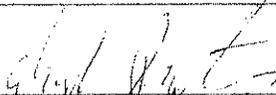
STATE OF NEW YORK )  
                                  ).SS:  
COUNTY OF ORANGE )

DEC 27 2013  
Town of Monroe  
Town Clerk's Office

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**YOEL MITTELMAN**  
Notary Public, State of New York  
No. 01M16124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
 BY: EDOZER GRUBER	Commandeer Realty Assoc Inc	(21)	1-1-23	\$58,500
 BY: EDOZER GRUBER	Amazon /Burdock Rlty Assoc Inc	(89)	1-3-14.21	\$64,800
 BY: EDOZER GRUBER	Amazon /Burdock Rlty Assoc Inc	(90)	1-3-15	\$62,900
 BY: EDOZER GRUBER	Amazon /Burdock Rlty Assoc Inc	(94)	1-3-40	\$17,600
 BY: EDOZER GRUBER	Amazon Rlty Assoc Inc	(95)	2-1-1	\$24,000
 BY: EDOZER GRUBER	Atkins Bros Inc	(103)	43-1-12	\$7,800
	248 Seven Springs Irrev Trust		1-1-4.2	\$63,200
 BY: ELIMELECH DEUTSCH	Der Blatt Inc	(23)	1-1-25.2	\$67,700
 BY: CHANA WERZBERGER	Bais Yisroel Cong.	(173)	1-2-32.12	\$56,200

(B)  
STATE OF NEW YORK

\$359,500

COUNTY OF ORANGE

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STATE OF NEW YORK )

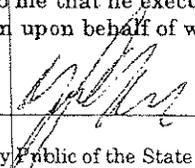
DEC 27 2013

)SS:

Town of Monroe  
Town Clerk's Office

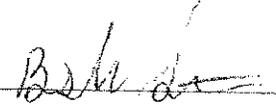
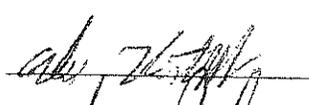
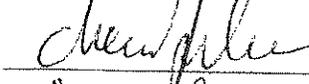
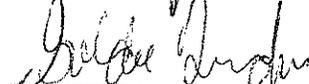
COUNTY OF ORANGE )

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Notary Public of the State of New York

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

(16)

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L</u>	<u>Assessed Value</u>
	Bersh Stern	(e)	1-1-11.22	\$59,900
_____	Emet Veshalom Group, LLC		1-1-16	<del>\$20,700</del>
_____	Valerie Neustadt		1-1-17.2	<del>\$61,000</del>
_____	Joel Reich		1-1-17.2	
	Alex Neustadt	(15)	1-1-17.3	\$54,500
	Chaim Friedman/	(22)	1-1-24	\$64,500
	Goldy Friedman	(22)	1-1-24	
 BY: AARON H. WEISS	Seven Springs Rlty Inc (28)		1-1-41.1	\$93,900
	Sara Gelb	(35)	1-1-47.1	\$67,800

(6)

STATE OF NEW YORK

\$ 340,600

COUNTY OF ORANGE

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**RECEIVED**



STATE OF NEW YORK )

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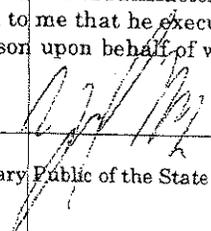
)SS:

Town of Monroe  
Town Clerk's Office

COUNTY OF ORANGE )

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YOEL MITTELMAN  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Erno Bodek	(70)	1-2-30.8	\$94,300
	Rachel Bodek	(70)	1-2-30.8	
	Nathan Hirsch		1-1-11.21	<del>\$58,300</del>
	Moses Hirsch		1-1-11.21	
	Arthur Meisels	(10)	1-1-13.2	\$71,800
	AM Seven Springs LLC (24) BY: Arthur Meisels		1-1-25.3	\$18,600
	Jacobs Hickory LLC (30) BY: Bernard Jacobowitz		1-1-42	\$3,000
	Jacobs Hickory LLC (34) BY: Bernard Jacobowitz		1-1-46	\$35,100
	Jacobs Hickory LLC (46) BY: Bernard Jacobowitz		1-1-54	\$62,700
				<b>\$285,500</b>

(7)  
STATE OF NEW YORK  
COUNTY OF ORANGE

I, Simon Gelb, being duly <sup>affirmed</sup> sworn, says: I reside at 36 Forest Road, Monroe, New York; I know each of the persons whose names are subscribed to the above sheet having 7 signatures, and each of them subscribed the same in my presence.

**RECEIVED**

STATE OF NEW YORK )

DEC 27 2013

)SS:

Town of Monroe  
Town Clerk's Office

COUNTY OF ORANGE )

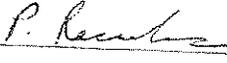
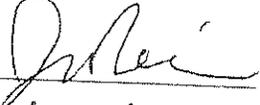
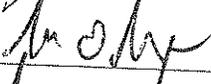
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YOEL MITTELMAN  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

Notary Public of the State of New York

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

(12)

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
 BY: PAULA REISMAN	282 Mountainview Drive, LLC (169)		66-1-1-1	\$49,300
	Joel Reisman (170)		66-1-1-2	\$81,600
	Paula Reisman (126)		43-5-7	\$76,800
	Joel Reisman (126)		43-5-7	
 BY: CHAIM H. OBERLENDER	Vista Pearl LLC (153)		65-1-16	\$13,600
 BY: CHAIM H. OBERLENDER	Vista Pearl LLC (154)		65-1-17	\$13,600
	Israel Mendel Ekstein		1-1-77.1	\$176,900
	Israel Ekstein		1-2-30.52	\$64,300
 BY: CHAIM TAGER	Konitz Estates, LLC (69)		1-2-30.7	\$25,000
(7)				\$259,900

STATE OF NEW YORK

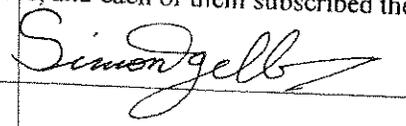
COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having 7 signatures, and each of them subscribed the same in my presence.

RECEIVED

DEC 27 2013

Town of Monroe  
Town Clerk's Office



STATE OF NEW YORK )

)SS:

COUNTY OF ORANGE )

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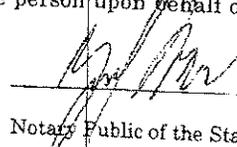
YOEL MITTELMAN

Notary Public, State of New York

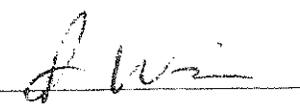
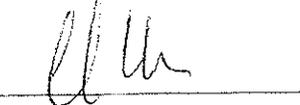
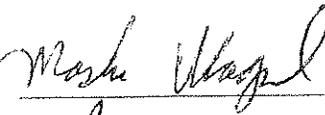
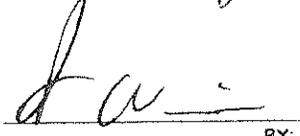
No. 01M16124847

Qualified in Orange County

My Commission Expires April 4, 2017

  
Notary Public of the State of New York

Qualified in Orange County  
My Commission Expires April 4, 2017

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Kingsville Synagogue		1-1-4.32	<del>\$116,400</del>
	Jacob Wieder	(36)	1-1-47.21	\$112,000
	Chaya Weider	(36)	1-1-47.21	
	Rifka Malik		1-1-47.22	<del>\$74,300</del>
	Marsha Wagschal	(38)	1-1-47.231	\$13,700
 BY: JACOB WIEDER	Cong Lanzut of O C	(39)	1-1-47.232	\$120,400
			(4)	\$ 246,100

STATE OF NEW YORK  
COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having 4 signatures, and each of them subscribed the same in my presence.

**RECEIVED**

DEC 27 2013

Town of Monroe  
Town Clerk's Office



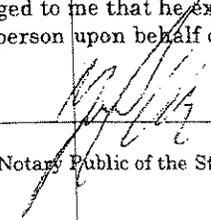
STATE OF NEW YORK )

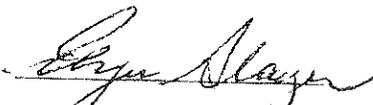
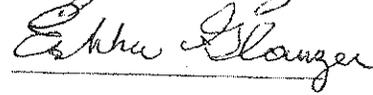
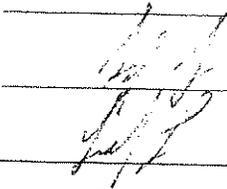
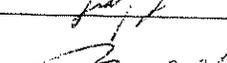
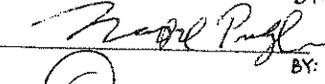
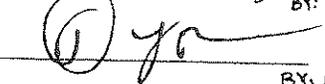
)SS:

COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Eliazzer Glanzer	(62)	1-2-16	\$33,000
	Esther Glanzer		1-2-16	
_____	127 Springs LLC		1-1-41.2	\$83,000
_____	South Spring 1 LLC		1-2-3.1	\$20,500
_____	155 Bakertown Rd LLC		1-3-3	\$2,900
	72 Seven Springs Rd LLC (9) BY: LIPA FRIEDMAN		1-1-13.1	\$40,800
	131 Acres Rd LLC (83) BY: LIPA FRIEDMAN		1-3-7	\$13,000
	Bakertown Estates LLC (86) BY: MOSHE PREIZLER		1-3-11	\$79,000
	12 Bakertown Holding, LLC (43) BY: MOSES MIZRAHI		1-3-17.1	\$71,400

(6)

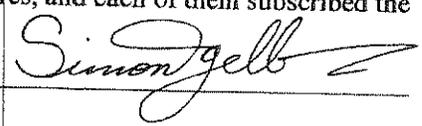
\$237,200

STATE OF NEW YORK

COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having <sup>6</sup> signatures, and each of them subscribed the same in my presence.

**RECEIVED**



STATE OF NEW YORK )

DEC 27 2013

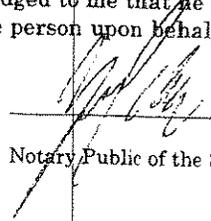
)SS:

Town of Monroe  
Town Clerk's Office

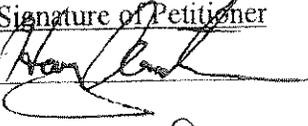
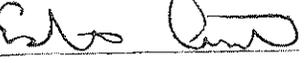
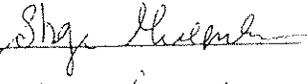
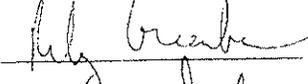
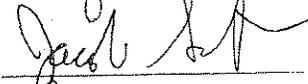
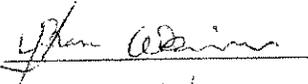
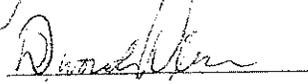
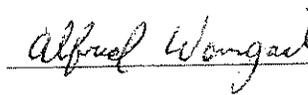
COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Simon Gelb, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01M16124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

(15)

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Harry Arnstein	(115)	43-3-3	\$76,600
	Esther Arnstein	(115)	43-3-3	
	Shraga Greebaum	(115)	43-3-3	
	Rely Greebaum	(115)	43-3-3	
	Jacob Schwartz	(115)	43-3-3	
	Rene Schwartz	(115)	43-3-3	
	Yehosua Weiner	(116)	43-3-6	\$65,200
	Devorah Weiner	(116)	43-3-6	
	Alfred Weingarten	(101)	43-1-9	\$70,300

-----  
 (9)  
 \$ 212,100

STATE OF NEW YORK

COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having 9 signatures, and each of them subscribed the same in my presence.

**RECEIVED**



STATE OF NEW YORK )

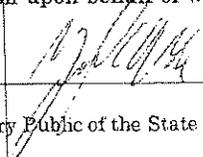
DEC 27 2013

).SS:

**Town of Monroe  
Town Clerk's Office**

COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
 Notary Public of the State of New York

**YOEL MITTELMAN**  
 Notary Public, State of New York  
 No. 01MI6124847  
 Qualified in Orange County  
 My Commission Expires April 4, 2017

(16)

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
_____	Joel Ganz		1-2-30.6	\$89,800
_____	Shirley Ganz		1-2-30.6	
_____	FD Family Trust 2012/Esther Glauber Tr.		43-5-5	<del>\$72,700</del>
_____	Abraham Zussman		43-2-4	<del>\$61,400</del>
<u><i>Shm Ellenbogen</i></u>	Solomon Ellenbogen	(136)	63-1-1.-1	\$48,700
<u><i>Hannah Perlstein</i></u>	Hana Perlstein	(137)	63-1-1.-2	\$48,700
<u><i>Simon Katz</i></u>	Simon Katz	(128)	43-5-10	\$66,000
_____	Vintage Apartments LLC		65-1-12	<del>\$68,800</del>
<u><i>Raizy Ellenbogen</i></u>	Raizy Ellenbogen	(42)	1-1-50	\$47,600
-----				
(4)				\$ 211,000

STATE OF NEW YORK  
COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having <sup>4</sup> signatures, and each of them subscribed the same in my presence.

**RECEIVED**

DEC 27 2013

Town of Monroe  
Town Clerk's Office

*Simon Gelb*

STATE OF NEW YORK )  
)SS:  
COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Simon Gelb, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

*[Signature]*  
Notary Public of the State of New York

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Building 54 LLC	(145)	65-1-8	\$14,400
	BY: DAVID AUSCH			
	Building 54 LLC	(147)	65-1-10	\$15,700
	BY: DAVID AUSCH			
	Building 54 LLC	(150)	65-1-13	\$64,200
	BY: DAVID AUSCH			
	Building 54 LLC	(151)	65-1-14	\$13,300
	BY: DAVID AUSCH			
	Building 54 LLC	(157)	65-1-20	\$13,900
	BY: DAVID AUSCH			
	Building 54 LLC	(158)	65-1-21	\$15,600
	BY: DAVID AUSCH			
	Building 54 LLC	(160)	65-1-23	\$13,300
	BY: DAVID AUSCH			
	Building 54 LLC	(161)	65-1-24	\$13,300
	BY: DAVID AUSCH			
	Building 54 LLC	(166)	65-1-29	\$100
	BY: DAVID AUSCH			
	Building 54 LLC	(167)	65-1-30	\$100
	BY: DAVID AUSCH			
	Building 54 LLC	(168)	65-1-31	\$100
	BY: DAVID AUSCH			
	Building 54 LLC	(164)	65-1-27	\$13,300
	BY: DAVID AUSCH			
	Merdochai Gelberger	(165)	65-1-28	\$13,300
				\$140,600

(13) STATE OF NEW YORK  
COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having <sup>13</sup> signatures, and each of them subscribed the same in my presence.

**RECEIVED**

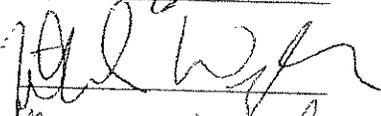
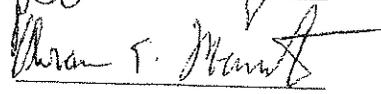
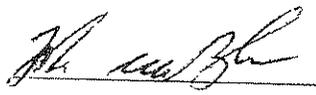
STATE OF NEW YORK )  
) .SS:  
COUNTY OF ORANGE )

DEC 27 2013  
Town of Monroe  
Town Clerk's Office

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01MI6124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

Notary Public of the State of New York

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
_____	David Epstein		1-1-51	\$66,000
_____	Krassie Epstein		1-1-51	
_____	Zajde I. Krausz		1-1-53	\$129,500
	Mountainview NY Estates, Inc. <del>(113)</del> (102) BY: JOEL JACOB		43-1-10	\$64,700
	Israel Werzberger	(113)	43-3-1	\$91,700
	Yittele Werzberger	(113)	43-3-1	
	NDS Property Management Inc	(113)	43-3-1	
	Jossi Leib Werzberger	(113)	43-3-1	
_____	<del>Herbst Family Holdings LLC</del>		<del>12-8-5</del>	<del>\$93,500</del>
(5)				\$ 156,400

STATE OF NEW YORK  
COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having 9 signatures, and each of them subscribed the same in my presence.

**RECEIVED**

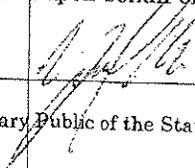


STATE OF NEW YORK )  
)SS:  
COUNTY OF ORANGE )

DEC. 27 2013  
Town of Monroe  
Town Clerk's Office

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Simon Gelb, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01M16124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

  
Notary Public of the State of New York

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
<u><i>Benjamin Green</i></u>	Benjamin Green	(99)	43-1-7	\$500
<u><i>Benjamin Green</i></u>	Benjamin Green	(100)	43-1-8	\$62,700
<u><i>Chaya Green</i></u>	Chaya Green	(100)	43-1-8	
<u><i>Benjamin Green</i></u>	Benjamin Green	(104)	43-1-13	\$7,000
<u><i>Chaya Green</i></u>	Chaya Green	(104)	43-1-13	
<u><i>Benjamin Green</i></u>	Benjamin Green	(105)	43-1-14	\$6,200
<u><i>Chaya Green</i></u>	Chaya Green	(105)	43-1-14	
<u><i>Benjamin Green</i></u>	Benjamin Green	(107)	43-2-3	\$62,600
<u><i>Chaya Green</i></u>	Chaya Green	(107)	43-2-3	

(9)

\$ 139,000

STATE OF NEW YORK

COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> ~~sworn~~, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having 9 signatures, and each of them subscribed the same in my presence.

**RECEIVED**

DEC 27 2013

Town of Monroe  
Town Clerk's Office

*Simon Gelb*

STATE OF NEW YORK )

)..SS:

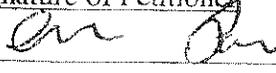
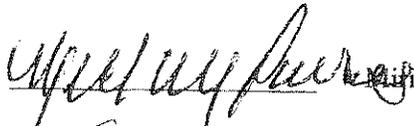
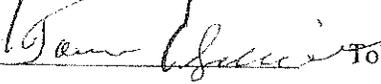
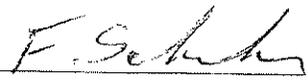
COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YOEL MITTELMAN  
Notary Public, State of New York  
No. 01M16124847  
Qualified in Orange County  
My Commission Expires April 4, 2017

Notary Public of the State of New York

(20)

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>MAP #</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
	Chaim Parnes	(118)	43-4-3	\$66,500
	William Parnes	(118)	43-4-3	
	Tobias Schreiber	(119)	43-4-4	\$59,000
	Feige Schreiber	(119)	43-4-4	

(4)

STATE OF NEW YORK

\$125,500

COUNTY OF ORANGE

I, SIMON GELB, being duly <sup>affirmed</sup> sworn, says: I reside at 36 FOREST ROAD, MONROE, New York; I know each of the persons whose names are subscribed to the above sheet having 4 signatures, and each of them subscribed the same in my presence.



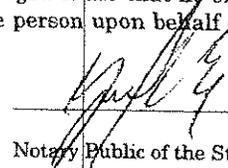
STATE OF NEW YORK )

)SS:

COUNTY OF ORANGE )

On this 27 day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**YOEL MITTELMAN**  
 Notary Public, State of New York  
 No. 01MI6124847  
 Qualified in Orange County  
 My Commission Expires April 4, 2017

  
 Notary Public of the State of New York

**RECEIVED**

DEC 27 2013

Town of Monroe  
 Town Clerk's Office

(21)

## EXHIBIT A

### ANNEXATION TERRITORY DESCRIPTION

#### AREA I

Beginning at the northerly most corner of tax lot 1-2-29, lands of Kiryas Joel Cemetery, Inc., as described in liber 3479, page 29, said point being an angle point in the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel; thence

Southeasterly and southerly along the northeasterly and southeasterly boundaries of tax lot 1-2-29, lands of Kiryas Joel Cemetery, Inc., as described in liber 3479, page 29, and continuing along the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel to a point in the northerly boundary of Schunnemunk Road; thence

Continuing along the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel to a point at the southerly most corner of tax lot 1-2-30.8, lot 7 of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office; thence

Northwesterly, through the Town of Monroe, along the southwesterly boundary of tax lot 1-2-30.8, lot 7 of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office to a point at the northwesterly boundary of Schunnemunk Road at the extended southwesterly boundary of tax lot 1-2-30.8, lot 7 of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office; thence

Southwesterly, along the northwesterly boundary of Schunnemunk Road, to a point at the southerly most corner of tax lot 1-2-30.6, lot 4 of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office; thence

Northerly, along the westerly boundaries of lots 4 & 5 of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office, to a point at the northwesterly corner of lot 5 of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office; thence

Northeasterly, along the northerly boundary of lot 5 of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office, to a point at the northerly most corner of lot 5 of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office, said point also being the southerly most corner of tax lot 43-3-4, lot 4, block "b", of Subdivision of El-Roi Homes, Section 1, as shown on map 2268, filed in the Orange County Clerk's Office; thence

Northeasterly and northerly, along the southeasterly and easterly boundaries of tax lot 43-3-4, lot 4, block "b", of Subdivision of El-Roi Homes, Section 1, as shown on map 2268, filed in the Orange County Clerk's Office, crossing Raywood Drive, to a point on the northerly boundary of Raywood Drive, at the extension of the easterly boundaries of tax

lot 43-3-4, lot 4, block "b", of Subdivision of El-Roi Homes, Section 1, as shown on map 2268, filed in the Orange County Clerk's Office; thence

Easterly and northeasterly, along the northerly and northwesterly boundaries of Raywood Drive, to a point at the southern most corner of tax lot 43-1-2, lot 1, block "c", of Subdivision of El-Roi Homes, Section 1, as shown on map 2268, filed in the Orange County Clerk's Office; thence

Northerly and southeasterly along the westerly and northerly boundaries of tax lot 43-1-2, lot 1, block "c", of Subdivision of El-Roi Homes, Section 1, as shown on map 2268, filed in the Orange County Clerk's Office, crossing Raywood Drive, to a point to a point at the extended intersection with the southeasterly boundary of Raywood Drive; thence

Southwesterly, along the southeasterly boundary of Raywood Drive, to a point at the northern most corner of tax lot 43-3-1, lot 5, block "b", of Subdivision of El-Roi Homes, Section 1, as shown on map 2268, filed in the Orange County Clerk's Office; thence

Southeasterly, along the northerly boundary of tax lot 43-3-1, lot 5, block "b", of Subdivision of El-Roi Homes, Section 1, as shown on map 2268, filed in the Orange County Clerk's Office, to a point at the northeasterly corner of tax lot 43-3-1, lot 5, block "b", of Subdivision of El-Roi Homes, Section 1, as shown on map 2268, filed in the Orange County Clerk's Office, said point being on the westerly boundary of tax lot 1-2-29, lands of Kiryas Joel Cemetery, Inc., as described in liber 3479, page 29; thence

Northeasterly, along the westerly boundary of tax lot 1-2-29, lands of Kiryas Joel Cemetery, Inc., as described in liber 3479, page 29, to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 29, 30.1, 30.6, 30.7, 30.8; Section 43, Block 1, Lot 2; Section 43, Block 3, Lot, 1, 2 and 3.*

## AREA II

Beginning at an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel; said angle point being further described as being the most westerly property corner of tax lot 339-1-1, lot 1 of Subdivision an Site Plan for Congregation Tov Lev, Inc., as shown on map 9827, filed in the Orange County Clerk's Office; thence

Southerly along the along the westerly boundary of tax lot 339-1-1, lot 1 of Subdivision an Site Plan for Congregation Tov Lev, Inc., as shown on map 9827, filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the Northerly boundary of New York State Route 17 & U.S. Route 6; thence

Southwesterly, northwesterly and northeasterly through lands of New York State Route 17 & U.S. Route 6, along the southerly and southwesterly boundaries of proposed and existing parcels by permit by the New York State Department of Transportation to a point on the southwesterly bounds of Schunnemunk Road, opposite the angle point in the northerly side of Schunnemunk Road and the northwesterly corner of tax lot 1-2-32.22, lot 1, Subdivision of Lands of T. Mitchell Bundrant, as shown on map 2725, filed in the Orange County Clerk's Office; thence

Crossing Schunnemunk Road, to a point at the angle point in the northerly side of Schunnemunk Road and the northwesterly corner of tax lot 1-2-32.22, lot 1, Subdivision of Lands of T. Mitchell Bundrant, as shown on map 2725, filed in the Orange County Clerk's Office; thence

Northeasterly, northerly and northeasterly, along the easterly and southerly boundary of Schunnemunk Road, and along lot 1, Subdivision of Lands of T. Mitchell Bundrant, as shown on map 2725, filed in the Orange County Clerk's Office and along the northwesterly bounds of tax lot 1-2-30.51, an un-numbered lot of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office to a point at the northeasterly most corner of an un-numbered lot of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office; thence

Southeasterly along the northeasterly boundary of an un-numbered lot of Rolling Woods Subdivision, as shown on map 3006, filed in the Orange County Clerk's Office, to a point on the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; thence

Southwesterly, along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel, to a point at the northeasterly corner of tax lot 1-2-27, lands of Brucha Properties, Ltd., as described in liber 13494, page 1956; thence

Southeasterly and southerly along the northerly boundaries of tax lot 1-2-27, lands of Brucha Properties, Ltd., as described in liber 13494, page 1956, said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel, to the northeasterly boundary of Forest Road; thence

Continuing along said common municipal boundary of the Town of Monroe with the Village of Kiryas Joel to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 11.12, 13, 15, 16, 27, 30.51, 31.1, 32.11, 32.12, 32.22 and 32.211; Section 56, Block 1, Lot 1.1 and 1.2.*

### AREA III

Beginning at the intersection of the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury with the southeasterly boundary of County Highway #44; thence

Southwesterly along the southeasterly boundary of County Route #44; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the northeasterly boundary of Mountain Road; thence

Continuing southeasterly along the northeasterly boundary of Mountain Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection with the northerly boundary of Forest Road and further described as being the most south property corner of lot 1 of Jenó & Elizabeth Schwartz Subdivision as shown on a map 7783 filed in the Orange County Clerk's Office; thence

Crossing Forest road to a point located along the southerly boundary of Forest Road; said crossing intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; thence

Continuing southwesterly and turning southerly along the southerly, turning easterly, boundary of Forest Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection with the easterly boundary of Forest Road with the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; and further described as being the most south property corner located along the boundary of Forest Road of Minor Subdivision for Highland Telephone Company as shown on a map 6621 filed in the Orange County Clerk's Office; thence

Northwesterly, crossing Forest Road and continuing, along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at an angle point of said common municipal boundary; and further described as being the most northerly property corner of lot 3 of Minor Subdivision for G-Field Estates, Inc. as shown on a map 7382 filed in the Orange County Clerk's Office; thence

Northerly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at an angle point of said common municipal boundary; and further described as being located along the easterly boundary of lot 5 of Subdivision of Property for Vaad Mountain as shown on a map 30-03 filed in the Orange County Clerk's Office; thence

Northeasterly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection of the southwesterly boundary of Mountain Road with said common municipal boundary; and the course being further described as being the easterly boundary of lot 5 of Subdivision of Property for Vaad Mountain as shown on a map 30-03 filed in the Orange County Clerk's Office; thence

Continuing northeasterly across Mountain Road along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection of the northeasterly boundary of Mountain Road with said common municipal boundary; and further described as being the most westerly property corner of lot 1 of Niederman Subdivision as shown on a map 642-06 filed in the Orange County Clerk's Office; thence

Continuing northeasterly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel to an angle point of the common municipal boundary, and further described as being to an angle point in the northwesterly boundary of lot 2 of Niederman Subdivision as shown on a map 642-06 filed in the Orange County Clerk's Office; thence

Northwesterly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel to an angle point of the common municipal boundary, and further described as being at the northwesterly terminus of a boundary labeled with a bearing of S. 39 degrees 11 minutes 19 seconds E. and a distance of 574.11' as shown on a Map titled Subdivision Plat for Atzei Timurim, filed in the Orange County Clerk's Office as map 48-99; thence

Northeasterly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel to the intersection with the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury; thence

Southeasterly along the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury, crossing County Route #44 to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 1, 3.1, 3.2, 3.3 and 8.21; Section 62, Block 1, Lot 1.1 and 1.2; Section 65, Block 1, Lot 1 to 31 (f/k/a Section 1, Block 2, Lot 2 and 9).*

#### AREA IV

Beginning at the intersection of the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury with the westerly boundary of Forest Road; thence

Southeasterly along the common municipal boundary of the Town of Monroe with the Town of Woodbury and the Village of Woodbury, crossing Forest Road and continuing to a point located at the intersection of the common municipal boundary of the Town of Monroe with the Town of Woodbury and the Village of Woodbury with the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; said point being further described as being the of lot 2 as shown on filed map 2621 filed in the Orange County Clerk's Office; thence

Southwesterly along the common boundary of lots 1 and 2 as shown on map 2621 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the northeasterly boundary of Acres Road; thence

On an extension of the previous course; said course intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; crossing Acres Road to

the southwesterly boundary of Acres Road; thence

Northwesterly along the southwesterly boundary of Acres Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection of the southwesterly boundary of Acres Road with the northerly boundary Forest Road; thence

Northerly along the northerly boundary, turning northwesterly, of Forest Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 6, 7 and 8.222.*

### AREA V

Beginning at the most westerly property corner of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; thence

Northeasterly along the northwesterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the common municipal boundary of the Town of Monroe with the Town of Woodbury and the Village of Woodbury; thence

Southeasterly along the northeasterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Town of Woodbury and the Village of Woodbury; thence

Southwesterly along the southeasterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the northeasterly boundary of Acres Road; thence

On an extension of the previous course crossing Acres Road; said course intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; crossing Acres Road to the southwesterly boundary of Acres Road; thence

Northwesterly along the southwesterly boundary of Acres Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection of the southwesterly boundary of Acres Road with an extension of the northwesterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; thence

Northeasterly along the extension of the northwesterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; said

boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel, crossing Acres Road to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 8.6.*

#### AREA VI

Beginning at the intersection of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel with the Town of Woodbury and the Village of Woodbury, said intersection being further described as being the most northeasterly property corner of lot 1 of Lot Subdivision of Lands of Robert W. Smith & Vernon Neumann as shown on map 2457 filed in the Orange County Clerk's Office; thence

Southeasterly along the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury to an angle point; thence

Continuing southerly along the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury to an intersection of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel with the Town of Woodbury and the Village of Woodbury, said intersection being further described as being the most southerly property corner of lot 1 of Ace farms Subdivision as shown on map 114-83 filed in the Orange County Clerk's Office; thence

Following the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel; to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 8.11; Section 1, Block 3, Lot 1.1, 1.2, 1.3, 2, 3, 4, 5, 7, 8, 9, 11, 12, 13, 14.21, 15, 16.1, 16.2, 17.1 and 40; Section 61, Block 1, Lot 1.1 and 1.2; Section 63, Block 1, Lot 1.1 and 1.2.*

#### AREA VII

Beginning at an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, said angle point being located along the northerly boundary of County Route 105 and further described as being the most southerly property corner of Section I Bakertown Estates Subdivision as shown on map 4831 filed in the Orange County Clerk's Office; thence

Northeasterly along the easterly boundary of Section I Bakertown Estates Subdivision as shown on map 4831 filed in the Orange County Clerk's Office and intending to be the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel to the intersection of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel with the Town of Woodbury and the Village of Woodbury, to an angle point; thence

Southerly along the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury to a point located along the northerly boundary of County Route 105; thence

Westerly along the northerly boundary of County Route 105; to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 2, Block 1, Lot 1.*

### AREA VIII

Beginning at the intersection of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel with the Town of Monroe, the Town of Blooming Grove, and the Village of South Blooming Grove and with the Village of Kiryas Joel, the Town of Blooming Grove, said intersection being further described as being the most northerly property corner of lot 7.3 of Lot Line Change for Regal Developers of Orange County, Inc as shown on map 674-07 filed in the Orange County Clerk's Office; thence

Southwesterly along the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel and continuing through the Town of Monroe to a point located at a corner of lot 9, formerly a common corner of lots 9 & 10, of Subdivision Plat for David Goldberger as shown on map 6735 filed in the Orange County Clerk's Office and the northerly boundary of lot 2, block "F" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Southeasterly continuing along the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel and continuing along the northerly boundary of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office and along the northerly boundary of Subdivision Plat El-Roi Homes, Section No. 3, as shown on map 3428 filed in the Orange County Clerk's Office through the Town of Monroe to a point located at a corner of lot 6 of block "d", a common corner of lots 6 & 7, of block "d" of Subdivision Plat El-Roi Homes, Section No. 3, as shown on map 3428 filed in the Orange County Clerk's Office; thence

Southwesterly along the southeasterly boundary of lot 6, block "d" of Subdivision Plat El-Roi Homes, Section No. 3, as shown on map 3428 filed in the Orange County Clerk's Office to a point located at the extended intersection of the southeasterly boundary of lot 6, block "d" with the northerly boundary of lot 9, block "a", also being the southerly boundary of Raywood Drive of Subdivision Plat El-Roi Homes, Section No. 3, as shown on map 3428 filed in the Orange County Clerk's Office.; thence

Westerly, southwesterly and southerly, along the southerly, southeasterly and easterly bounds of Raywood Drive, to a point located at the extended intersection of the easterly boundary of Raywood Drive and the common boundary between lots 2 & 3, block "d" of Subdivision Plat El-Roi Homes, Section No. 3, as shown on map 3428 filed in the Orange County Clerk's Office; thence

Southwesterly along the common boundary between lots 2 & 3, block "d" of Subdivision Plat El-Roi Homes, Section No. 3, as shown on map 3428 filed in the Orange County Clerk's Office, to a point located at the extended intersection of the southeasterly boundary of the common boundary between lots 2 & 3, block "d" with the westerly bounds of a 50 foot wide drainageway of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308, filed in the Orange County Clerk's Office; thence

Southerly along westerly bounds of a 50 foot wide drainageway to the intersection with the common boundary between lot 4, block "c" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office and lot 5, block "c" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office, to a point located on the easterly boundary of the Mountainview Drive of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Northerly along the easterly boundary of the Mountainview Drive of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office, to a point on the easterly boundary of the Mountainview Drive at its intersection with the common boundary between lots 3 & 4, block "g" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Easterly along the common boundary between lots 3 & 4, block "g" to a point at the intersection of the common boundary between lots 3 & 4, block "g" with the westerly boundary of lot 8, block "g" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Northerly along the common boundary between lots 4 & 8, block "g" to a point on the westerly bounds of Irene Drive of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Easterly along the common boundary between lots 7 & 8, block "g" to a point at the intersection of common boundary between lots 7 & 8, block "g" with the westerly boundary of Irene Drive of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Northerly along the westerly boundary of Irene Drive to a point at the intersection of the westerly boundary of Irene Drive with the common boundary between lots 6 & 7, block "g" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Westerly along the common boundary between lots 6 & 7, block "g" to a point at the intersection of the common boundary between lots 6 & 7, block "g" with the common boundary between lots 5 & 7, block "g" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Southerly along the common boundary between lots 5 & 7, block "g" to a point at the

intersection of the common boundary between lots 5 & 7, block "g" with the common boundary between lots 4 & 5, block "g" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Westerly along the common boundary between lots 4 & 5, block "g" to a point at the intersection of the extended common boundary between lots 6 & 7, block "g" with the westerly bounds of Mountainview Drive of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Southerly along the westerly bounds of Mountainview Drive to a point at the intersection of the westerly bounds of Mountainview Drive with the common boundary between lots 4 & 5, block "f" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Southwesterly along the common boundary between lots 4 & 5, block "f" to a point at the common corner of lots 4 & 5, block "f" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Along the westerly boundary of lot 4, block "f", of Seven Springs Road of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office and the westerly boundary of lot 1, block "f" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 22268 filed in the Orange County Clerk's Office to a point at the intersection of the westerly boundary of lot 1, block "f" and the northeasterly boundary of Seven Springs Road of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office; thence

Southeasterly along the northeasterly boundary of Seven Springs Road to a point at the intersection of the northeasterly boundary of Seven Springs Road with the northerly boundary of Toby Place of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office; thence

Easterly along the northerly boundary of Toby Place to a point at the intersection of the northerly boundary of Toby Place with the common boundary between lots 1 & 2, block "f" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office; thence

Northerly along the common boundary between lots 1 & 2, block "f" to a point at the common corner of lots 1 & 2, block "f" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office and lot 3, block "f" of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Northeasterly along the common boundary between lots 3 & 4, block "f" to a point at the intersection of the common boundary between lots 3 & 4, block "f" and the northwesterly boundary of Mountainview Drive of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office; thence

Southerly along the northwesterly and westerly boundary of Mountainview Drive of Subdivision Plat El-Roi Homes, Section No. 2, as shown on map 2308 filed in the Orange County Clerk's Office and Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office to a point at the intersection with the westerly boundary of Mountainview Drive and the common boundary between lots 1 & 4, block "b" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office; thence

Westerly along the common boundary between lots 1 & 4, block "b" to a point at the common corner between lots 1 & 2, block "b" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office; thence

Southerly along the common boundary between lots 1 & 2, block "b" to a point at the intersection the common corner between lots 1 & 2, block "b" and the northerly boundary of Raywood Drive of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office; thence

Southeasterly through Raywood Drive to a point at the intersection of the southerly boundary of Raywood Drive with the common boundary between lots 1 & 2, block "a" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office; thence

Southerly along the common boundary between lots 1 & 2, block "a" to a point at the common corner of lots 1 & 2, block "a" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office; thence

Westerly along the southerly boundary of lot 1, block "a" to a point at the intersection of the extended southerly boundary of lot 1, block "a" of Subdivision Plat El-Roi Homes, Section No. 1, as shown on map 2268 filed in the Orange County Clerk's Office with the westerly boundary of Seven Springs Road; thence

Southerly along the westerly boundary of Seven Springs Road to a point at the intersection with the westerly boundary of Seven Springs Road with the southerly boundary of tax lot 1-1-30.52, lands of Ekstein, as described in liber 2068, page 574; thence

Westerly along the southerly boundary of tax lot 1-1-30.52, lands of Ekstein, as described in liber 2068, page 574 to a point on the easterly boundary of tax lot 1-1-77.1, lands of Ekstein, as described in liber 4407, page 12 and in liber 4407, page 16; thence

Southerly along the westerly boundary of tax lot 1-1-77.1, lands of Ekstein, as described in liber 4407, page 12 and in liber 4407, page 16 to a point on the northeasterly boundary of New York State Route 17; thence

Northwesterly along the northeasterly boundary of New York State Route 17 to a point at the westerly most corner of tax lot 1-1-42, lands of Hickory Hollow Ltd., as described in liber 12995, page 223; thence

Easterly along the northerly boundary of tax lot 1-1-42, lands of Hickory Hollow Ltd., as

described in liber 12995, page 223, to a point at the southwesterly corner of tax lot 1-1-41.1, lands of Seven Springs Realty, Inc., as described in liber 5401, page 191; thence

Northwesterly along the southwesterly boundary of tax lot 1-1-41.1, lands of Seven Springs Realty, Inc., as described in liber 5401, page 191 and tax lot 1-1-41.2, lands of 127 Springs LLC., as described in liber 13164, page 1532, to a point at the northwesterly corner of tax lot 1-1-41.2, lands of 127 Springs LLC., as described in liber 13164, page 1532; thence

Northeasterly along the northerly boundary of tax lot 1-1-41.2, lands of 127 Springs LLC., as described in liber 13164, page 1532, to a point on the westerly boundary of Seven Springs Road; thence

Northerly along the westerly boundary of Seven Springs Road to a point at the southeasterly corner of tax lot 1-1-24, lands of Friedman, as described in liber 5767, page 222; thence

Northwesterly, along the southwesterly boundary of lot 1-1-24, lands of Friedman, as described in liber 5767, page 222 and the southerly boundary of tax lot 1-1-25.4, lands of Rosenberg, Schwartz & Landau, as described in liber 2451, page 100 and tax lot 1-1-92, lot 1 of Pinnavia Subdivision as shown on map 247-01 filed in the Orange County Clerk's Office to the southwesterly property corner of lot 1 of Pinnavia Subdivision as shown on map 247-01 filed in the Orange County Clerk's Office; thence

Southerly and westerly along the easterly and southerly boundaries of tax lot 1-1-39, lands of Port Orange Holdings, LLC, as described in liber 11648, page 1427, to a point on the southerly boundary; thence

Northerly through tax lot 1-1-39, lands of Port Orange Holdings, LLC, as described in liber 11648, page 1427, to a point on the northerly boundary of through tax lot 1-1-39, lands of Port Orange Holdings, LLC, as described in liber 11648, page 1427, said course being 50 feet northeasterly and parallel to the common municipal boundary of the Town of Monroe, the Town of Blooming Grove, and the Village of South Blooming Grove; thence

Easterly and southeasterly along the northerly boundaries of tax lot 1-1-39, lands of Port Orange Holdings, LLC, as described in liber 11648, page 1427, to a point in the westerly boundary of tax lot 1-1-92, lot 1 of Pinnavia Subdivision as shown on map 247-01 filed in the Orange County Clerk's Office; thence

Northeasterly, along the westerly boundary of tax lot 1-1-92, lot 1 of Pinnavia Subdivision as shown on map 247-01 filed in the Orange County Clerk's Office to a point being the northwesterly corner of tax lot 1-1-92, lot 1 of Pinnavia Subdivision as shown on map 247-01 filed in the Orange County Clerk's Office; thence

Southeasterly, along the northerly boundaries of lots 1-1-92 & 1-1-26.1, lots 1 & 2 of Pinnavia Subdivision as shown on map 247-01 filed in the Orange County Clerk's Office, to the southeasterly corner of lot 3, of Forest Cliff Subdivision filed in the Orange County Clerk's Office; thence

Northeasterly, along the easterly boundary of lots 1, 2 & 3 of Forest Cliff Subdivision filed

in the Orange County Clerk's Office, to a point on the southerly boundary of Mountain Road; thence

Easterly along the southerly boundary of Mountain Road to the extended intersection with the westerly boundary of tax lot 1-1-4.2, lot 2 Bannon & Sheedy Subdivision as shown on map 5048 filed in the Orange County Clerk's Office; thence

Northerly, crossing Mountain Road, along the westerly boundary of tax lot 1-1-4.2, lot 2 Bannon & Sheedy Subdivision as shown on map 5048 filed in the Orange County Clerk's Office, to a point at the southeasterly corner of tax lot 1-1-4.32, lot 2 of Kingsville 2 Lot Subdivision as shown on map 166-03 filed in the Orange County Clerk's Office; thence

Westerly and northerly, along the southerly and westerly boundaries of tax lot 1-1-4.32, lot 2 of Kingsville 2 Lot Subdivision as shown on map 166-03 filed in the Orange County Clerk's Office, to a point on the westerly boundary of tax lot 1-1-4.32, lot 2 of Kingsville 2 Lot Subdivision as shown on map 166-03 filed in the Orange County Clerk's Office; thence

Easterly, through tax lot 1-1-4.32, lot 2 of Kingsville 2 Lot Subdivision as shown on map 166-03 filed in the Orange County Clerk's Office and tax lot 1-1-4.2, lot 2 Bannon & Sheedy Subdivision as shown on map 5048 filed in the Orange County Clerk's Office, to a point on easterly boundary of tax lot 1-1-4.2, lot 2 Bannon & Sheedy Subdivision as shown on map 5048 filed in the Orange County Clerk's Office, said course being 30 feet southwesterly and parallel to the common municipal boundary of the Town of Monroe, the Town of Blooming Grove, and the Village of South Blooming Grove; thence

Southerly, along the easterly boundary of tax lot 1-1-4.2, lot 2 Bannon & Sheedy Subdivision as shown on map 5048 filed in the Orange County Clerk's Office to a point at the extended intersection with the southerly boundary of Mountain Road; thence

Easterly, along the southerly boundary of Mountain Road, to a point at the extended intersection with the westerly boundary of tax lot 1-1-25.2, lot 2 Dorothy Muenzenmaier Subdivision as shown on map 4154, filed in the Orange County Clerk's Office; thence

Northerly along the westerly boundary of tax lot 1-1-25.2, lot 2 Dorothy Muenzenmaier Subdivision as shown on map 4154, filed in the Orange County Clerk's Office, to a point located along the common municipal boundary of the Town of Monroe, the Town of Blooming Grove and the Village of South Blooming Grove; thence

Easterly along the common municipal boundary of the Town of Monroe, the Town of Blooming Grove and the Village of South Blooming Grove to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 1, Lot 5, 6, 7, 8, 13.1, 13.2, 14, 16, 17.1, 17.2, 17.3, 18, 20, 21, 22.1, 22.2, 23, 24, 25.2, 25.3, 25.4, 26.1, 39, 41.1, 41.2, 42, 43, 44, 45, 46, 47.1, 47.21, 47.22, 47.231, 47.232, 48, 49, 50, 51, 52, 53, 54, 77.1 and 92; Section 1, Block 2, Lot 30.52; Section 43, Block 1, Lot 6, 7, 8, 9, 10, 11 and 12; Section 43, Block 2, Lot 3, 4, 5, 6, 7 and 9; Section 43, Block 5, Lot 1, 2, 3.2, 4.1, 5, 6, 7, and 8; Section 66, Block 1, Lot 1.1 and 1.2.*

AREA IX

Beginning at an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, said angle point being located along the northeasterly boundary of County Route 105 and further described as being opposite the most northwesterly corner of lot 1 of Mueller Subdivision thence as shown on map 8899 filed in the Orange County Clerk's Office; thence

Southeasterly along the northeasterly boundary of County Route 105 to a point on the northeasterly boundary of County Route 105, at a point at the extension of the easterly boundary of lot 1 of Monroe-Woodbury Jewish Community Center, Inc. Subdivision, as shown on map 8899 filed in the Orange County Clerk's Office; thence

Southerly, westerly and northerly along the easterly southerly and westerly bounds of lot 1 of Monroe-Woodbury Jewish Community Center, Inc. Subdivision, as shown on map 8899 filed in the Orange County Clerk's Office to a point at the southeasterly corner of lot 1 of Mueller Subdivision thence as shown on map 8899 filed in the Orange County Clerk's Office; thence

Westerly, along the southerly boundary of lot 1 of Mueller Subdivision, as shown on map 8899 filed in the Orange County Clerk's Office, to a point on the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, at the southwesterly corner of lot 1 of Mueller Subdivision thence as shown on map 8899 filed in the Orange County Clerk's Office; thence

Northwesterly and northerly along the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 2, Block 1, Lot 4.1 and 4.21.*

AREA X

Beginning at an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, said angle point being located at the southwesterly corner of lot 2 of Donnelly Subdivision, as shown on map 20-01 filed in the Orange County Clerk's Office; thence

Northeasterly along the northwesterly boundary of lot 2 of Donnelly Subdivision, as shown on map 20-01 filed in the Orange County Clerk's Office, to a point on the southerly boundary of County Route 105; thence

Easterly, along the southerly boundary of County Route 105, to a point at the common corner between lots 3 & 4, of Subdivision of Michael Luongo, as shown on map 8528 filed in the Orange County Clerk's Office; thence

Southerly, along the common boundary between lots 3 & 4, of Subdivision of Michael

Luongo, as shown on map 8528 filed in the Orange County Clerk's Office, to a point on the southeasterly boundary of lot 1 of Subdivision of Michael Luongo, as shown on map 8528 filed in the Orange County Clerk's Office; thence

Southwesterly along the southeasterly boundary of lot 1, of Subdivision of Michael Luongo, as shown on map 8528 filed in the Orange County Clerk's Office, to a point at the northeasterly corner of lot 1 of Donnelly Subdivision, as shown on map 20-01 filed in the Orange County Clerk's Office and an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel; thence

Southwesterly and northwesterly along of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 2, Block 1, Lot 2.1, 2.2, 2.3, 3.1 and 3.2.*



EXHIBIT C

CERTIFICATION OF TOWN ASSESSOR

STATE OF NEW YORK )

: ss.:

COUNTY OF ORANGE )

I, April McDonald, the Assessor of the Town of Monroe, Orange County, New York (the "Town"), do hereby certify:

1. That I am a duly appointed assessor for the Town and was one of the persons responsible for the preparation of the assessment roll for the year 2013, a certified copy of which was filed with the Office of Real Property Tax Service of the State of New York on July 1, 2013.

2. That the total assessed valuation of the real property in the Town according to the assessment roll for the year 2013, is \$588,980,725.00 for the 11,685 parcels.

3. That the real property of the Territory proposed to be annexed to the Village of Kiryas Joel, Orange County, New York (the "Village") and described in Exhibit A and B of the annexed Petition (the "Petition") is situated in the Town and is assessed on the tax roll of the Town for the year 2013, which is the last preceding assessment roll of the Town.

4. That the total assessed valuation of the Territory proposed to be annexed to the Village as described in Exhibit A of the Petition and as shown on the assessment roll of the Town for the year 2013 is \$9,175,150.00 for the 177 parcel.

5. That the tax lots that petitioners affirm in the Petition that they own within the Territory proposed to be annexed to the Village has a total assessed valuation that is a majority of the total assessed valuation of all of the Territory described in the Petition which is now situated in the Town and which is sought to be annexed to the Village, as shown on the assessment roll of the Town for the year 2013.

Dated: December 27, 2013

*April McDonald 12/27/2013*  
April McDonald  
Assessor, Town of Monroe  
Orange County, New York

38

EXHIBIT C

	SBL	Total AV 2013	Comment		SBL	Total AV 2013	Comment
1	1-1-4.2	\$63,200		68	1-2-30.6	\$89,800	
2	1-1-4.32	\$116,400		69	1-2-30.7	\$25,000	
3	1-1-5	\$30,600		70	1-2-30.8	\$94,300	
4	1-1-6	\$60,600		71	1-2-31.1	\$72,700	
5	1-1-7	\$5,000		72	1-2-32.11	\$69,300	
6	1-1-8	\$31,000		73	1-2-32.12	\$56,200	
7	1-1-11.21	\$58,300		74	1-2-32.211	\$61,100	
8	1-1-11.22	\$59,900		75	1-2-32.22	\$200	
9	1-1-13.1	\$40,800		76	1-3-1.1	\$1,000	
10	1-1-13.2	\$71,800		77	1-3-1.2	\$700	
11	1-1-14	\$30,000		78	1-3-1.3	\$91,600	
12	1-1-16	\$20,700		79	1-3-2	\$50,400	
13	1-1-17.1	\$66,800		80	1-3-3	\$2,900	
14	1-1-17.2	\$61,000		81	1-3-4	\$17,500	
15	1-1-17.3	\$54,500		82	1-3-5	\$13,800	
16	1-1-18	\$47,000		83	1-3-7	\$13,000	
17	1-1-20	\$100,000		84	1-3-8	\$64,600	
18	1-1-21	\$59,300		85	1-3-9	\$55,500	
19	1-1-22.1	\$15,000		86	1-3-11	\$79,000	
20	1-1-22.2	\$15,000		87	1-3-12	\$69,500	
21	1-1-23	\$58,500		88	1-3-13	\$18,000	
22	1-1-24	\$64,500		89	1-3-14.21	\$64,800	
23	1-1-25.2	\$67,700		90	1-3-15	\$62,900	
24	1-1-25.3	\$18,600		91	1-3-16.1	\$62,300	
25	1-1-25.4	\$58,000		92	1-3-16.2	\$59,800	
26	1-1-26.1	\$107,300		93	1-3-17.1	\$71,400	
27	1-1-39	\$28,000		94	1-3-40	\$17,600	
28	1-1-41.1	\$93,900		95	2-1-1	\$24,000	
29	1-1-41.2	\$83,000		96	43-1-1	\$200	
30	1-1-42	\$3,000		97	43-1-2	\$22,000	
31	1-1-43	\$1,000		98	43-1-6	\$65,800	
32	1-1-44	\$1,000		99	43-1-7	\$500	
33	1-1-45	\$500		100	43-1-8	\$62,700	
34	1-1-46	\$35,100		101	43-1-9	\$70,300	
35	1-1-47.1	\$67,800		102	43-1-10	\$64,700	
36	1-1-47.21	\$112,000		103	43-1-12	\$7,800	
37	1-1-47.22	\$74,300		104	43-1-13	\$7,000	
38	1-1-47.231	\$13,700		105	43-1-14	\$6,200	
39	1-1-47.232	\$120,400		106	43-1-15	\$70,900	
40	1-1-48	\$67,600		107	43-2-3	\$62,600	
41	1-1-49	\$36,700		108	43-2-4	\$61,400	
42	1-1-50	\$47,600		109	43-2-5	\$70,900	
43	1-1-51	\$66,000		110	43-2-6	\$70,800	
44	1-1-52	\$70,300		111	43-2-7	\$104,500	
45	1-1-53	\$129,500		112	43-2-9	\$79,200	
46	1-1-54	\$62,700		113	43-3-1	\$91,700	Now 59-2-1.-1 thru 1-3
47	1-1-77.1	\$176,900					59-2-1.-1 \$72,300
48	1-1-92	\$95,100					59-2-1.-2 \$52,300
49	1-2-1	\$18,600	Now 65-1-32				59-2-1.-3 \$49,800
50	1-2-3.1	\$20,500		114	43-3-2	\$0	Has been historical
51	1-2-3.2	\$100,000		115	43-3-3	\$76,600	
52	1-2-3.3	\$16,000		116	43-3-6	\$65,200	
53	1-2-6	\$116,700		117	43-4-1	\$65,700	
54	1-2-7	\$112,900		118	43-4-3	\$66,500	
55	1-2-8.11	\$89,200		119	43-4-4	\$59,000	
56	1-2-8.21	\$181,400		120	43-5-1	\$70,600	
57	1-2-8.222	\$147,300		121	43-5-2	\$61,100	
58	1-2-8.6	\$93,500		122	43-5-3.2	\$74,700	
59	1-2-11.12	\$57,000		123	43-5-4.1	\$74,800	
60	1-2-13	\$90,700		124	43-5-5	\$72,700	
61	1-2-15	\$66,500		125	43-5-6	\$61,100	
62	1-2-16	\$33,000		126	43-5-7	\$76,800	
63	1-2-27	\$23,300		127	43-5-8	\$70,700	
64	1-2-29	\$20,800		128	43-5-10	\$66,000	
65	1-2-30.1	\$147,250		129	43-5-11	\$139,000	
66	1-2-30.51	\$61,100		130	56-1-1.-1	\$61,600	
67	1-2-30.52	\$64,300		131	56-1-1.-2	\$58,600	

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EXHIBIT C

SBL	Total AV 2013	Comment
132	61-1-1-1	\$61,000
133	61-1-1-2	\$79,200
134	62-1-1-1	\$24,700
135	62-1-1-2	\$50,000
136	63-1-1-1	\$48,700
137	63-1-1-2	\$48,700
138	65-1-1	\$15,700
139	65-1-2	\$14,900
140	65-1-3	\$14,600
141	65-1-4	\$14,100
142	65-1-5	\$14,100
143	65-1-6	\$14,600
144	65-1-7	\$15,200
145	65-1-8	\$14,400
146	65-1-9	\$14,600
147	65-1-10	\$15,700
148	65-1-11	\$15,500
149	65-1-12	\$68,800
150	65-1-13	\$64,200
151	65-1-14	\$13,300
152	65-1-15	\$13,600
153	65-1-16	\$13,600
154	65-1-17	\$13,600
155	65-1-18	\$13,600
156	65-1-19	\$13,900
157	65-1-20	\$13,900
158	65-1-21	\$15,600
159	65-1-22	\$13,300
160	65-1-23	\$13,300
161	65-1-24	\$13,300
162	65-1-25	\$33,600
163	65-1-26	\$18,400
164	65-1-27	\$13,300
165	65-1-28	\$13,300
166	65-1-29	\$100
167	65-1-30	\$100
168	65-1-31	\$100
169	66-1-1-1	\$49,300
170	66-1-1-2	\$81,600
171	2-1-4-1	\$78,400
172	2-1-4-2.1	\$110,000
173	2-1-2-1	\$41,700
174	2-1-2-2	\$65,500
175	2-1-2-3	\$67,600
176	2-1-3-1	\$65,300
177	2-1-3-2	\$80,700
<b>Total AV</b>		<b>\$9,175,150</b>

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# EXHIBIT B

**PETITION FOR ANNEXATION OF TERRITORY**  
**FROM THE TOWN OF MONROE TO THE VILLAGE OF KIRYAS JOEL**  
**COUNTY OF ORANGE, STATE OF NEW YORK**

TO THE: TOWN BOARD OF THE TOWN OF MONROE, ORANGE COUNTY, NEW YORK; AND  
BOARD OF TRUSTEES OF THE VILLAGE OF KIRYAS JOEL, ORANGE COUNTY, NEW YORK:

Pursuant to New York State General Municipal Law Article 17, the undersigned petitioners (the "Petitioners") in the Town of Monroe, Orange County, New York (the "Town") hereby petition for annexation of territory (the "Territory") comprised of 71 tax lots and approximately 164 acres from the Town to the Village of Kiryas Joel, Orange County, New York (the "Village"):

1. The Petitioners propose and petition that the Town Board of the Town of Monroe permits and allows to be annexed to the Village the Territory as more particularly described in the legal description set forth in Exhibit "A" attached hereto and made a part of this Petition, and as outlined in the map set forth in Exhibit "B" attached hereto and made a part of this Petition on which the location of each lot within the Territory proposed to be annexed is individually designated.

2. The Petitioners propose and petition that the Board of Trustees of the Village of Kiryas Joel permits and allows to be annexed to the Village the Territory as more particularly described in the legal description set forth in Exhibit "A" attached hereto and made a part of this Petition, and as outlined in the map set forth in Exhibit "B" attached hereto and made a part of this Petition on which the location of each lot within the Territory proposed to be annexed is individually designated.

**RECEIVED**

AUG 1 2017

Town of Monroe  
Town Clerk's Office

3. The Petitioners herein own lots within the Territory proposed to be annexed (the "Petitioners Lots") whose total assessed valuation is a majority of the total assessed valuation of all of the real property in the Territory proposed to be annexed, according to the 2014 Final Assessment Roll of the Town, dated June 26, 2014.

4. Attached hereto and marked as Exhibit "C" is a certificate signed by the assessor of the Town responsible for the preparation of the 2014 Final Assessment Roll of the Town certifying that the lots that Petitioners affirm they own within the Territory proposed to be annexed have a total assessed valuation that is a majority of the total assessed valuation of all of the real property in the Territory proposed to be annexed, according to the 2014 Final Assessment Roll of the Town.

5. Each of the Petitioners Lots within the Territory proposed to be annexed owned by an individual Petitioner is listed in this Petition on the same line as the Petitioner's signature. As to the Petitioners Lots owned by multiple parties or by a corporate or other entity, by signing this Petition in respect of such lot, the Petitioner hereby affirms that s/he is authorized to sign this Annexation petition and propose the annexation of the lot and Territory pursuant to a duly adopted corporate resolution or similar act of the board or other body of each entity which owns the lot in whole or in part and that such resolution or similar act was adopted in accordance with that entity's by-laws, operating agreement, or other governing instrument.

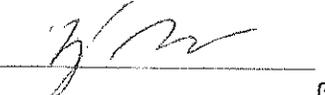
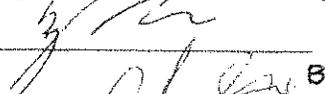
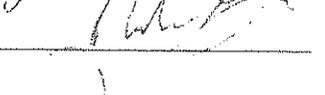
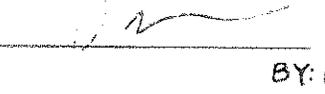
6. The number of inhabitants in the Territory proposed to be annexed is approximately 200.

IN WITNESS WHEREOF, we have hereunto set our hands and signed the foregoing Petition.

Dated: August 15, 2014.

RECEIVED  
TOWN OF WINDSOR  
TOWN CLERK'S OFFICE

(2)

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>S.B.I.</u>	<u>Assessed Value</u>
	Forest Edge Development LLC BY: SHLOMO WEISS	1-2-8.21	\$181,400
	Israel Weber	1-3-9	\$55,500
	Amazon / Burdock Rlty Assoc Inc Et Al BY: EDOZER GRUBER	1-3-14.21	\$64,800
	Amazon / Burdock Rlty Assoc Inc Et Al BY: EDOZER GRUBER	1-3-15	\$62,900
	Amazon / Burdock Rlty Assoc Inc BY: EDOZER GRUBER	1-3-40	\$17,600
	Amazon Rlty Assoc Inc BY: EDOZER GRUBER	2-1-1	\$24,000
	Mordechai Goldberger	65-1-28	\$33,000
	12 Bakertown Holding, LLC BY: MOSES MIZRAHI	1-3-17.1	<u>\$71,400</u> \$510,600

STATE OF NEW YORK

COUNTY OF ORANGE

I, Simon Gelb, being duly affirmed, say: I reside at 36 Forest Road, Monroe, New York; I know each of the persons whose names are subscribed to the above sheet having 8 signatures, and each of them subscribed the same in my presence.

  
\_\_\_\_\_

STATE OF NEW YORK )

)SS:

COUNTY OF ORANGE )

On this 19<sup>th</sup> day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

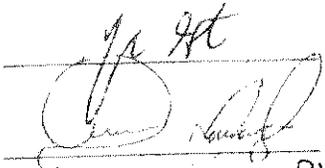
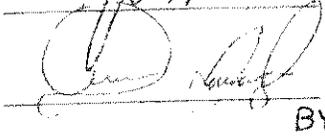
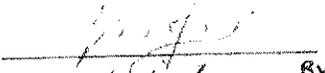
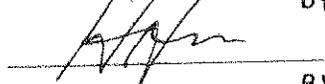
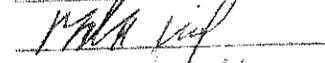
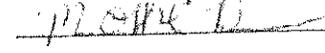
**ARON SCHREIBER**  
Notary Public, State of New York  
No. 01SC6219044  
Qualified in Orange County  
Commission Expires March 22, 2018

  
\_\_\_\_\_  
**RECEIVED**  
Notary Public of the State of New York

Town of Monroe  
Town Clerk's Office

3

DF001316

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>S.B.I.</u>	<u>Assessed Value</u>
	Upscale 4 Homes Corp. BY: YOEL GRUNHUT	65-1-32	\$20,000
	Forest Road Capital, LLC BY: ISAAC JACOBOWITZ	1-2-6	\$116,700
	Beth Freund BY: LEOPOLD FREUND	1-2-8.222	\$147,300
	Herbst Family Holdings LLC BY: HENRY HERBST	1-2-8.6	\$93,500
	Pincus J. and Lillian Strulovitch	1-2-8.11	\$89,200
	Joseph Stulovitch I, LLC BY: PINCUS J. STRULOVITCH	1-3-12	\$69,500
	Solomon Ellenbogen	63-1-1.-1	\$48,700
	AES 11-07 Trust, Elimelech Schwartz, Trustee	1-3-1.3	\$91,600
	Bakertown Realty Equities BY: MENDEL WIEDER		\$676,500
	Jacob Bandua Trusrt BY: MOSHE BANDAU		

STATE OF NEW YORK

COUNTY OF ORANGE

I, Simon Gelb, being duly affirmed, say: I reside at 36 Forest Road, Monroe, New York; I know each of the persons whose names are subscribed to the above sheet having 8 signatures, and each of them subscribed the same in my presence.



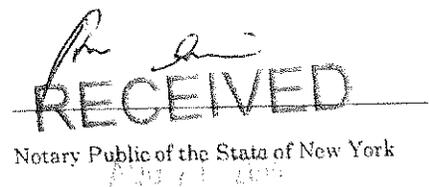
STATE OF NEW YORK )

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COUNTY OF ORANGE )

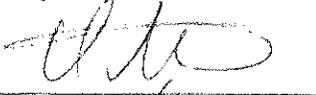
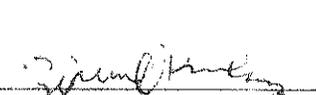
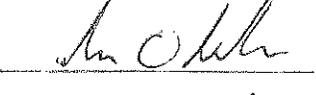
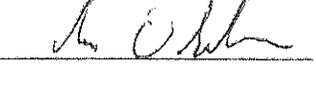
On this 19<sup>th</sup> day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**ARON SCHREIBER**  
Notary Public, State of New York  
No. 018C6218044  
Qualified in Orange County  
Commission Expires March 22, 2018



Notary Public of the State of New York

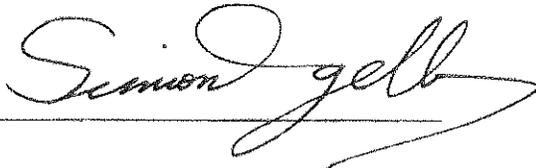
Town of Monroe  
Town Clerk's Office

<u>Signature of Petitioner</u>	<u>Owner of Record</u>	<u>S.B.L.</u>	<u>Assessed Value</u>
<u>Joel Englander</u> 	483 105 Corp. BY: JOEL ENGLANDER	2-1-4.1	\$78,400
<u></u>	Martin Terkeltaub	2-1-2.1	\$41,700
<u></u>	Martin Terkeltaub	2-1-2.3	\$67,600
<u></u>	Zigmund Klein	2-1-3.1	\$85,300
<u>Samuel Schwartz</u> 	Orange NY Homes Inc. BY: SAMUEL SCHWARTZ	2-1-3.2	\$80,700
<u></u>	Vintage Apartments LLC BY: MOSHE FRIEDMAN	65-1-12	\$142,400
<u></u>	Vista Pearl LLC BY: CHAIM OBERLANDER	65-1-16	\$13,600
<u></u>	Vista Pearl LLC BY: CHAIM OBERLANDER	65-1-17	\$13,600
			\$523,300
		Total	\$1,710,400

STATE OF NEW YORK

COUNTY OF ORANGE

I, Simon Gelb, being duly affirmed, say: I reside at 36 Forest Road, Monroe, New York; I know each of the persons whose names are subscribed to the above sheet having 8 signatures, and each of them subscribed the same in my presence.

  
\_\_\_\_\_

STATE OF NEW YORK )

)SS:

COUNTY OF ORANGE )

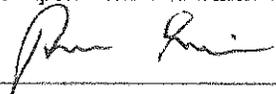
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Town Clerk's Office

On this 19<sup>th</sup> day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMON GELB, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ARON SCHREIBER  
Notary Public, State of New York  
No. 01SC6212044  
Qualified in Orange County  
Commission Expires March 22, 2018

  
\_\_\_\_\_  
Notary Public of the State of New York

15

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EXHIBIT A

ANNEXATION TERRITORY DESCRIPTION

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AREA I

Beginning at an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, said angle point being located along the northeasterly boundary of County Route 105 and further described as being opposite the most northwesterly corner of lot 1 of Mueller Subdivision thence as shown on map 8899 filed in the Orange County Clerk's Office; thence

Southeasterly along the northeasterly boundary of County Route 105 to a point on the northeasterly boundary of County Route 105, at a point at the extension of the easterly boundary of lot 1 of Monroe-Woodbury Jewish Community Center, Inc. Subdivision, as shown on map 8899 filed in the Orange County Clerk's Office; thence

Southerly, westerly and northerly along the easterly southerly and westerly bounds of lot 1 of Monroe-Woodbury Jewish Community Center, Inc. Subdivision, as shown on map 8899 filed in the Orange County Clerk's Office to a point at the southeasterly corner of lot 1 of Mueller Subdivision thence as shown on map 8899 filed in the Orange County Clerk's Office; thence

Westerly, along the southerly boundary of lot 1 of Mueller Subdivision, as shown on map 8899 filed in the Orange County Clerk's Office, to a point on the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, at the southwesterly corner of lot 1 of Mueller Subdivision thence as shown on map 8899 filed in the Orange County Clerk's Office; thence

Northwesterly and northerly along the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 2, Block 1, Lot 4.1 and 4.21.*

AREA II

Beginning at an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, said angle point being located at the southwesterly corner of lot 2 of Donnelly Subdivision, as shown on map 20-01 filed in the Orange County Clerk's Office; thence

Northeasterly along the northwesterly boundary of lot 2 of Donnelly Subdivision, as shown on map 20-01 filed in the Orange County Clerk's Office, to a point on the southerly boundary of County Route 105; thence

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Easterly, along the southerly boundary of County Route 105, to a point at the common corner between lots 3 & 4, of Subdivision of Michael Luongo, as shown on map 8528 filed in the Orange County Clerk's Office: thence

Southerly, along the common boundary between lots 3 & 4, of Subdivision of Michael Luongo, as shown on map 8528 filed in the Orange County Clerk's Office, to a point on the southeasterly boundary of lot 1 of Subdivision of Michael Luongo, as shown on map 8528 filed in the Orange County Clerk's Office: thence

Southwesterly along the southeasterly boundary of lot 1, of Subdivision of Michael Luongo, as shown on map 8528 filed in the Orange County Clerk's Office, to a point at the northeasterly corner of lot 1 of Donnelly Subdivision, as shown on map 20-01 filed in the Orange County Clerk's Office and an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel; thence

Southwesterly and northwesterly along of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 2, Block 1, Lot 2.1, 2.2, 2.3, 3.1 and 3.2.*

### AREA III

Beginning at the intersection of the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury with the southeasterly boundary of County Highway #44; thence

Southwesterly along the southeasterly boundary of County Route #44; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the northeasterly boundary of Mountain Road; thence

Continuing southeasterly along the northeasterly boundary of Mountain Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection with the northerly boundary of Forest Road and further described as being the most south property corner of lot 1 of Jenó & Elizabeth Schwartz Subdivision as shown on a map 7783 filed in the Orange County Clerk's Office: thence

Crossing Forest road to a point located along the southerly boundary of Forest Road; said crossing intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; thence

Continuing southwesterly and turning southerly along the southerly, turning easterly, boundary of Forest Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection with the easterly boundary of Forest Road with the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; and further described as being the most

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south property corner located along the boundary of Forest Road of Minor Subdivision for Highland Telephone Company as shown on a map 6621 filed in the Orange County Clerk's Office; thence

Northwesterly, crossing Forest Road and continuing, along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at an angle point of said common municipal boundary; and further described as being the most northerly property corner of lot 3 of Minor Subdivision for G-Field Estates, Inc. as shown on a map 7382 filed in the Orange County Clerk's Office; thence

Northerly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at an angle point of said common municipal boundary; and further described as being located along the easterly boundary of lot 5 of Subdivision of Property for Vaad Mountain as shown on a map 30-03 filed in the Orange County Clerk's Office; thence

Northeasterly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection of the southwesterly boundary of Mountain Road with said common municipal boundary; and the course being further described as being the easterly boundary of lot 5 of Subdivision of Property for Vaad Mountain as shown on a map 30-03 filed in the Orange County Clerk's Office; thence

Continuing northeasterly across Mountain Road along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection of the northeasterly boundary of Mountain Road with said common municipal boundary; and further described as being the most westerly property corner of lot 1 of Niederman Subdivision as shown on a map 642-06 filed in the Orange County Clerk's Office; thence  
Continuing northeasterly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel to an angle point of the common municipal boundary, and further described as being to an angle point in the northwesterly boundary of lot 2 of Niederman Subdivision as shown on a map 642-06 filed in the Orange County Clerk's Office; thence

Northwesterly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel to an angle point of the common municipal boundary, and further described as being at the northwesterly terminus of a boundary labeled with a bearing of S. 39 degrees 11 minutes 19 seconds E. and a distance of 574.11' as shown on a Map titled Subdivision Plat for Atzei Timurim, filed in the Orange County Clerk's Office as map 48-99; thence

Northeasterly along the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel to the intersection with the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury; thence

Southeasterly along the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury, crossing County Route #44 to the point of beginning.

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Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 1, 3.1, 3.2, 3.3 and 8.21; Section 62, Block 1, Lot 1.1 and 1.2; Section 65, Block 1, Lot 1 to 4, 5.2, 7 to 26, 27.2, 28 to 32.*

AREA IV

Beginning at the intersection of the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury with the westerly boundary of Forest Road; thence

Southeasterly along the common municipal boundary of the Town of Monroe with the Town of Woodbury and the Village of Woodbury, crossing Forest Road and continuing to a point located at the intersection of the common municipal boundary of the Town of Monroe with the Town of Woodbury and the Village of Woodbury with the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; said point being further described as being the of lot 2 as shown on filed map 2621 filed in the Orange County Clerk's Office; thence

Southwesterly along the common boundary of lots 1 and 2 as shown on map 2621 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the northeasterly boundary of Acres Road; thence

On an extension of the previous course; said course intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; crossing Acres Road to the southwesterly boundary of Acres Road; thence

Northwesterly along the southwesterly boundary of Acres Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection of the southwesterly boundary of Acres Road with the northerly boundary Forest Road; thence

Northerly along the northerly boundary, turning northwesterly, of Forest Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 6, 7 and 8.222.*

AREA V

Beginning at the most westerly property corner of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; thence

Northeasterly along the northwesterly boundary of lot 1 of Neumann Subdivision as shown

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on map 2257 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the common municipal boundary of the Town of Monroe with the Town of Woodbury and the Village of Woodbury; thence

Southeasterly along the northeasterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Town of Woodbury and the Village of Woodbury; thence

Southwesterly along the southeasterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to the northeasterly boundary of Acres Road; thence

On an extension of the previous course crossing Acres Road; said course intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; crossing Acres Road to the southwesterly boundary of Acres Road; thence

Northwesterly along the southwesterly boundary of Acres Road; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; to a point located at the intersection of the southwesterly boundary of Acres Road with an extension of the northwesterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; thence

Northeasterly along the extension of the northwesterly boundary of lot 1 of Neumann Subdivision as shown on map 2257 filed in the Orange County Clerk's Office; said boundary intended to be the common municipal boundary of the Town of Monroe with the Village of Kiryas Joel; crossing Acres Road to the point of beginning.

Being Town of Monroe Tax Map No.; *Section 1, Block 2, Lot 8.6.*

#### AREA VI

Beginning at the intersection of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel with the Town of Woodbury and the Village of Woodbury, said intersection being further described as being the most northeasterly property corner of lot 1 of Lot Subdivision of Lands of Robert W. Smith & Vernon Neumann as shown on map 2457 filed in the Orange County Clerk's Office; thence

Southeasterly along the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury to an angle point; thence

Continuing southerly along the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury to an intersection of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel with the Town

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of Woodbury and the Village of Woodbury, said intersection being further described as being the most southerly property corner of lot 1 of Ace farms Subdivision as shown on map 114-83 filed in the Orange County Clerk's Office; thence

Crossing Bakertown Road in a westerly direction and continuing along the southerly boundary of N/F Joseph Stulovitch 1, L.L.C as described by deed filed in the Orange county Clerk's office in Book 13494, page 1435, westerly to the common boundary of the Town of Monroe and the Village of Kiryas Joel located along Isreal Zupnik Drive; thence

Following the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel; to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 1, Block 2, Lot 8.11; Section 1, Block 3, Lot 1.1, 1.2, 1.3, 2, 3, 4, 5, 7, 8, 9, 11, 12, 13, 14.21, 15 and 40; Section 63, Block 1, Lot 1.1 and 1.2.*

### AREA VII

Beginning at an angle point of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel, said angle point being located along the northerly boundary of County Route 105 and further described as being the most southerly property corner of Section I Bakertown Estates Subdivision as shown on map 4831 filed in the Orange County Clerk's Office; thence

Northeasterly along the easterly boundary of Section I Bakertown Estates Subdivision as shown on map 4831 filed in the Orange County Clerk's Office and intending to be the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel to the intersection of the common municipal boundary of the Town of Monroe and the Village of Kiryas Joel with the Town of Woodbury and the Village of Woodbury, to an angle point; thence

Southerly along the common municipal boundary of the Town of Monroe, the Town of Woodbury and the Village of Woodbury to a point located along the northerly boundary of County Route 105; thence

Westerly along the northerly boundary of County Route 105; to the point of beginning.

Being Town of Monroe Tax Map No.: *Section 2, Block 1, Lot 1.*

### AREA VIII

Lots 1 and 2 as shown on a map titled Bais Ahron Property Inc. filed in the Orange county Clerk's office as filed map 712-04.

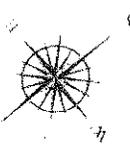
Being Town of Monroe Tax Map No.: *Section 1, Block 3, Lot 1.1, Section 61, Block 1, Lot 1.-1 and 1.-2.*

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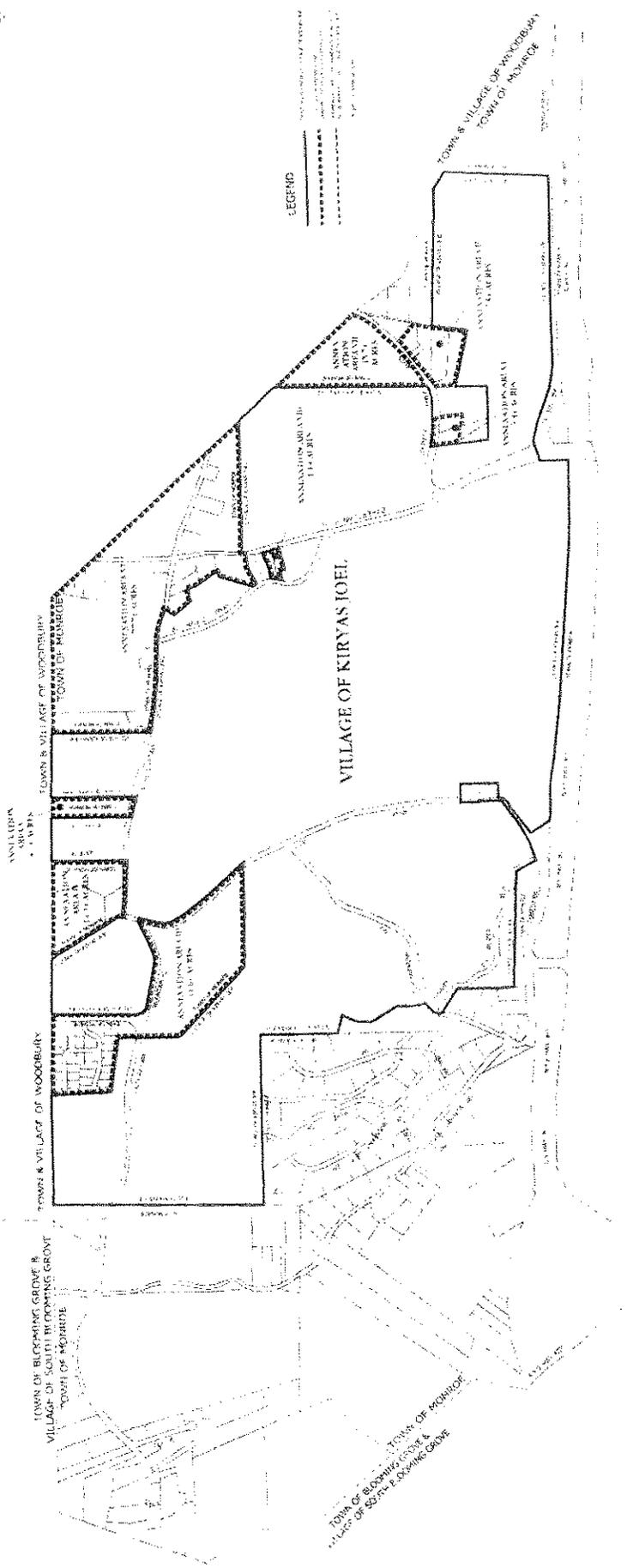
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APPROXIMATELY 700 ACRES  
 APPROXIMATELY 164 ACRES  
 APPROXIMATELY 864 ACRES



AREA	ACRES
I	2.21
II	7.34
III	41.64
IV	14.14
V	9.24
VI	77.74
VII	15.74
VIII	1.14
TOTAL BARFAN	163.84 ACRES

**ANNEXATION MAP**  
 From the Town of Monroe  
 To the Village of Kiryas Joel  
 Orange County, New York

**ANNEXATION PETITION**  
**EXHIBIT "B"**

**AFR**  
 Engineering and Land Surveying, P.C.  
 100 West 10th Street, Suite 200  
 New York, NY 10011  
 Tel: (212) 691-1111  
 Fax: (212) 691-1112  
 www.afr.com

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Exhibit B

Area I SBL  
1 2-1-4.1  
2 2-1-4.2.1

Area II SBL  
1 2-1-2.1  
2 2-1-2.2  
3 2-1-2.3  
4 2-1-3.1  
5 2-1-3.2

Area III SBL  
1 1-2-3.1  
2 1-2-3.2  
3 1-2-3.3  
4 1-2-8.2.1  
5 62-1-1.1  
6 62-1-1.2  
7 65-1-1  
8 65-1-2  
9 65-1-3  
10 65-1-4  
11 65-1-5.2  
12 65-1-7  
13 65-1-8  
14 65-1-9  
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30 65-1-25  
31 65-1-26  
32 65-1-27.2  
33 65-1-28  
34 65-1-29  
35 65-1-30  
36 65-1-31  
37 65-1-32

Area IV SBL  
1 1-2-6.  
2 1-2-7.  
3 1-2-8.2.2.2

Area V SBL  
1 1-2-8.6

Area VI SBL  
1 1-2-8.1.1  
2 1-3-1.1  
3 1-3-1.2  
4 1-3-1.3  
5 1-3-2.  
6 1-3-3.  
7 1-3-4.  
8 1-3-5.  
9 1-3-7.  
10 1-3-8.  
11 1-3-9.  
12 1-3-11.  
13 1-3-12.  
14 1-3-13.  
15 1-3-14.2.1  
16 1-3-15.  
17 1-3-40.  
18 63-1-1.1  
19 63-1-1.2

Area VII SBL  
1 2-1-1.

Area VIII SBL  
1 1-3-17.1  
2 61-1-1.1  
3 61-1-1.2

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**Exhibit C**

	<b>SBL</b>	<b>AV 2014</b>
<b>Area I</b>		
1	2-1-4.1	78,400
2	2-1-4.21	110,000
<b>Area II</b>		
1	2-1-2.1	41,700
2	2-1-2.2	65,500
3	2-1-2.3	67,600
4	2-1-3.1	85,300
5	2-1-3.2	80,700
<b>Area III</b>		
1	1-2-3.1	20,500
2	1-2-3.2	145,200
3	1-2-3.3	66,700
4	1-2-8.21	181,400
5	62-1-1.1	24,700
6	62-1-1.2	50,000
7	65-1-1	15,700
8	65-1-2	14,900
9	65-1-3	14,600
10	65-1-4	14,100
11	65-1-5.2	93,600
12	65-1-7	15,200
13	65-1-8	21,600
14	65-1-9	85,000
15	65-1-10	15,700
16	65-1-11	51,500
17	65-1-12	142,400
18	65-1-13	107,300
19	65-1-14	13,300
20	65-1-15	13,600
21	65-1-16	13,600
22	65-1-17	13,600
23	65-1-18	13,600
24	65-1-19	14,900
25	65-1-20	13,900
26	65-1-21	15,600
27	65-1-22	13,300
28	65-1-23	13,300
29	65-1-24	13,300
30	65-1-25	51,200
31	65-1-26	18,400
32	65-1-27.2	13,300
33	65-1-28	33,000
34	65-1-29	100
35	65-1-30	100
36	65-1-31	100
37	65-1-32	20,000

	<b>SBL</b>	<b>AV 2014</b>
<b>Area IV</b>		
1	1-2-6.	116,700
2	1-2-7.	112,900
3	1-2-8.222	147,300
<b>Area V</b>		
1	1-2-8.6	93,500
<b>Area VI</b>		
1	1-2-8.11	89,200
2	1-3-1.1	1,000
3	1-3-1.2	700
4	1-3-1.3	91,600
5	1-3-2.	50,400
6	1-3-3.	2,900
7	1-3-4.	17,500
8	1-3-5.	13,800
9	1-3-7.	13,000
10	1-3-8.	64,600
11	1-3-9.	55,500
12	1-3-11.	79,000
13	1-3-12.	69,500
14	1-3-13.	18,000
15	1-3-14.21	64,800
16	1-3-15.	62,900
17	1-3-40.	17,600
18	63-1-1.1	48,700
19	63-1-1.2	48,700
<b>Area VII</b>		
1	2-1-1.	24,000
<b>Area VIII</b>		
1	1-3-17.1	71,400
2	61-1-1.1	61,000
3	61-1-1.2	79,200
<b>Total</b>		<b>3,412,900</b>





# MEDER CONSULTING SERVICES

COMMUNITY PLANNING & DEVELOPMENT

**DRAFT GENERIC ENVIRONMENTAL IMPACT STATEMENT (DGEIS)  
507-ACRE ANNEXATION  
VILLAGE OF KIRYAS JOEL & TOWN OF MONROE,  
ORANGE COUNTY, NEW YORK  
APRIL 29, 2015**

**SUBSTANTIVE REVIEW COMMENTS ON SELECTED SUBSECTIONS<sup>1</sup>**

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## GENERAL OBSERVATIONS

1. Unlike most other EISs that have been prepared in accordance with a disciplined scientific approach to projecting a future scenario using customary analytical methods, this DGEIS starts out by identifying a future scenario that has been decreed in advance to represent conditions in 2025, and then presents multiple analyses that are intended to justify the description of the future scenario. However, merely articulating a predetermined “take it or leave” future scenario at the outset and then trying to justify that outcome in reverse does not qualify as “taking a hard look” at the proposed Annexation Petition’s impacts on patterns of population concentration, distribution and growth, housing distribution and growth, and the concomitant impacts on the demand for community services, facilities, and utilities generated by those who may wish to reside in the Annexation Territory (i.e., any of the 10 annexation areas identified in Figure 2-3). In multiple respects, the analyses presented in the DGEIS are flawed and should be redone. It is acceptable for an EIS to present more than one methodology for evaluating potential environmental impacts, and doing so may be warranted if the environmental setting is characterized by one or more unique circumstances, but the DGEIS should not altogether exclude any presentation of customarily applied methodologies for analyzing projected population and housing growth in the Annexation Territory under a variety of assumptions. The exclusive use of alternative methodologies that have been specifically crafted for this particular environmental review of the Proposed Action under SEQRA is not appropriate.
2. The DGEIS fails to provide any justification for establishing a 10-year time horizon for analytical purposes. In acknowledgment of the fact that the Village of Kiryas Joel has experienced a higher rate of growth than all other municipalities in Orange County over many years and that trend is expected to

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<sup>1</sup> Except as noted otherwise, substantive review comments focus exclusively on the 507-acre Annexation Petition filed in December 2013, not the 164-acre Annexation Petition filed in August 2014 that has been labeled as an alternative in the DGEIS.

continue according to the Project Sponsor, combined with the long-range impacts and far-reaching implications that the proposed Annexation Petition is expected to produce, the environmental analyses undertaken for this DGEIS should have been based upon a time horizon of at least 20 years. More particularly, use of a longer study period is justified for any and all of the following reasons:

- a. This approach would be more consistent with other population projection studies that were previously completed for the Village, such as the 2009 "Growth Study for the Village of Kiryas Joel Amended FEIS for the Proposed Connection to the New York City Catskill Aqueduct," presented in DGEIS Appendix H2.
- b. The American Community Service (ACS) data presented in Table DP05 of DGEIS Appendix H reveals that 25.3% of the Village's population is under the age of 5 using the latest available data. The 10-year study period used for all analyses in the DGEIS completely ignores the ultimate housing needs of this group, notwithstanding the DGEIS' stated assertion that most residents residing in the Village as children will remain there through adulthood and will typically require a family dwelling of their own by age 20, if not a year or two earlier at ages 18 or 19. In fact, the Village's population under the age of 5 is actually larger than the Village's population in the 5 to 9 year age cohort. So not only does the DGEIS ignore longer-term impacts associated with a growing population and all the other related impacts attendant to that condition, but it also ignores the growing bulge in the under 5 age cohort, which will have even more dramatic impacts in the future beyond the 10-year study period. For the environmental analyses to be defensible for the type of Proposed Action that is the subject of this DGEIS, the study period used for those analyses should correspond to the length of a generation. That would be approximately 20 years based on the life cycle characteristics of the population that is projected to reside in the expanded Village of Kiryas Joel.
- c. The use of only a 10-year study period severely underestimates potential long-term impacts associated with a nearly 73% increase in the land area that is proposed to be included in the incorporated Village of Kiryas Joel if the Annexation Petition is approved. In addition to underestimating potential impacts on population concentration, distribution, and growth, and potential impacts on housing demand, the DGEIS analyses also fail to accurately identify projected demand for community services, facilities and utilities (especially sewer service), traffic generation, and projected land disturbance (especially of prime agricultural land, forested areas, wetlands, and buffers surrounding existing wetlands and other surface water resources, among others). Because of the artificially foreshortened study period used for all environmental analyses presented in the DGEIS,

the full range of potential impacts is not captured and virtually every impact analysis presented in the DGEIS is flawed and unreliable as a basis for evaluating whether the proposed annexation would have potential adverse environmental impacts or be in the public interest.

- d. Though there are only two Involved Agencies for the purpose of the currently defined Proposed Action, many additional actions related to the proposed annexation will need to be taken in the future by other involved agencies and stakeholders who will be relying upon the DGEIS as a starting point for any supplementary environmental analyses that may be required to support those other future actions. Based upon the number of deficient analyses that are included in the DGEIS, reliance upon this document could easily lead to misguided and misinformed decision-making by those other involved agencies and stakeholders, many of whom are responsible for providing a wide array of community services, facilities, and/or utilities to the general public within the Annexation Area as well as the larger region of which it is a part.

**Section 1.0 – Executive Summary**

- 3. According to page 3 of the adopted DGEIS Scoping Outline, the document was to include 11 different “Summaries” on a variety of topics. Though the DGEIS contains the requisite Table of Contents and Section 1.0 presents information that might qualify as a “Summary” on four other required topics, the Executive Summary does not include “Summaries” for the following six required topics.
  - C. Outline significant beneficial and adverse impacts.
  - D. Issues of controversy.
  - E. Proposed mitigation measures.
  - F. Adverse impacts that cannot be avoided.
  - H. Irreversible and irretrievable commitment of resources.
  - I. Growth inducing aspects.

In view of the fact that the above information was required to be addressed by the adopted DGEIS Scoping Outline, it would appear that the DGEIS was prematurely accepted as complete by the Lead Agency on May 1, 2015 and was not actually ready for public review at that time.

- 4. Page 1-3 – Section 1.3 – Land Use and Zoning: Under the narrative sub-section entitled “Compatibility with Surrounding Land Use Patterns,” there is a statement that reads: “*Ultimately the overall density of development on the land encompassing the Village and the annexation territory (±1,207 acres), with or without annexation, will be the same.*” That statement is erroneous and not supportable. Clearly, the density of development in the Annexation Territory will be lower

than the density of development in the existing Village of Kiryas Joel if the Annexation Petition is not approved because no change in zoning would occur in the unincorporated areas of the Town of Monroe, and the two neighboring municipalities have very different zoning policies. While maximum permitted residential densities in the Town of Monroe may range between 0.67 and 8.7 dwelling units per acre for single-family residences with an accessory apartment, there is no maximum residential density in the Village of Kiryas Joel. Based on past experience, development has actually been permitted to occur in the Village at a much higher level of density and is projected to reach 12 to 20 dwelling units per acre<sup>2</sup> if the Annexation Petition is approved and the projected demand for housing (as generated by anticipated population growth among residents who are associated with the Village) is accurate and is satisfied by new residential construction within the Village limits. Even if there is pressure to develop new housing to accommodate the projected population growth, new residential development constructed in the unincorporated areas of the Town of Monroe without any annexation will still need to be in full compliance with the zoning and environmental regulations of that municipality.

5. This summary of DGEIS review comments often points out that many of the environmental analyses presented in the DGEIS are based upon unsupportable assumptions and/or the use of faulty methodologies, thereby resulting in erroneous conclusions. Once new and/or updated information has been presented to address those DGEIS shortcomings, a substantially revised Executive Summary will need to be prepared as well. The updated Executive Summary should be closely correlated with the content presented in the balance of the DGEIS.

**Section 2.0 – Description of the Proposed Action**

6. Figure 2-3 – Annexation Map: According to this figure, the Annexation Territory includes land that is part of multiple street rights-of-way, as identified below. However, land within those street rights-of-way and the Owner of Record of such street rights-of-way does not appear to be identified in the Annexation Petition filed on December 13, 2013, which is included in DGEIS Appendix D. These omissions should be clarified.

Annexation Area	Unaccounted for Street Rights-of-Way
I	Portions of Schunnemunk Road and Raywood Drive
II	Portion of Forest Road
III	Portions of Mountain Road (C.R. #44) and Seven Springs Road (C.R. #44)
IV	Portions of Forest Road and Acres Road
V	Portion of Acres Road

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<sup>2</sup> DGEIS page 3.1-18.

# MEDER CONSULTING SERVICES

COMMUNITY PLANNING & DEVELOPMENT

Annexation Area	Unaccounted for Street Rights-of-Way
VI	Portions of Acres Road and Bakertown Road
VII	<i>None</i>
VIII (A)	Portion of Seven Springs Mountain Road (C.R. #44)
VIII (B)	Portions of Seven Springs Mountain Road (C.R. #44) and Seven Springs Road
VIII (C)	<i>None</i>
VIII (D)	Portions of Seven Springs Road, Mountain View Drive, and Irene Drive
VIII (E)	<i>None</i>
VIII (F)	Portion of Toby Place
IX	Portion of Highland Road (C.R. #105)
X	<i>No streets</i>

7. Acreege Discrepancies: Table E-2 in DGEIS Appendix E presents a lot-by-lot analysis of maximum development potential under existing Town of Monroe zoning policies for each property in the Annexation Territory. However, it appears that there are several discrepancies between the data presented in Table E-2 and the information concerning acreage of the annexation areas depicted on Figure 2-3, as summarized below.

Annexation Area	Table E-2 Lot Areas Summed (Acres ±)	Figure 2-3 Areas Identified (Acres ±)
I	15.1	13.7
II	13.0	20.1
III	38.1	41.6
IV	12.8	14.1
V	4.0	4.2
VI	78.0	80.6
VII	16.0	15.7
VIII (A)	3.3	4.0
VIII (B)	16.2	17.2
VIII (C)	102.6	99.4
VIII (D)	83.1	81.3
VIII (E)	99.6	98.9
VIII (F)	6.6	6.8
IX	4.5	2.3
X	5.2	7.5
Total	498.1*	507.4

\*Lot 21 in Annexation Area VIII (C) was omitted from Table E-2. With that missing lot included, this total would be slightly larger. If the separate "Roads" category identified at the end of Table E-2 (9.3 acres total) is included as well, the total acreage of the Annexation Territory would exceed 507.4 acres.

The reason for these acreage discrepancies should be explained in the DGEIS narrative and pertinent tables.

8. Annexation Area VI: This area includes two different numbered lots on opposite sides of Acres Road that are both labeled "94." According to the "Notes" in Table E-2, the acreage figure associated with Lot "94" includes land on both sides of the street. When a large parcel of land is separated by a street, the individual pieces typically have different tax map designations, but only one tax map number appears to be associated with the lot labeled "94." The accuracy of this information should be reconfirmed. In addition to providing additional clarification for the purpose of ensuring that the information presented on Table E-2 is complete, it is also important to clarify this information since the lot labeled "94" with the tax map designation of "1-3-40" bears a Property Type Classification Code of 105 (Agricultural Vacant Land, productive) and appears to be subject to an agricultural assessment under the New York State Tax Law and the New York State Agriculture and Markets Law. The total amount of land within the Annexation Territory that is subject to the agricultural assessment should be clarified and identified in Table E-2 as well.
  
9. Annexation Area VIII (A): This area includes two numbered lots. On the Town of Monroe Zoning Map, the parcels of land that would correspond to Lots "1" and "2" in Annexation Area VIII (A) extend all the way to the municipal boundary of the Village of South Blooming Grove. On the Annexation Map (Figure 2-3), however, the northerly edges of the lots labeled "1" and "2" do not touch that municipal boundary, suggesting that portions of both lots with the tax map designations of "1-1-4.2" and "1-1-4.32" are not intended to be part of the Annexation Petition and would remain in the Town of Monroe. On other figures included in the DGEIS, however, the area of proposed annexation is shown extending all the way to the municipal boundary of the Village of South Blooming Grove in that location (e.g., Figures 3.5-3 and 3.5-4). These discrepancies should be resolved. If the depiction of the Annexation Area on Figure 2-3 is accurate, a rationale should be provided for the proposed configurations of Lots "1" and "2" in Annexation Area VIII (A), and the implications of splitting existing lots between two municipal jurisdictions and zoning district designations should be described. It is also noted that the lot labeled "2" is developed with a one-family residence but the land included in the Annexation Territory does not appear to include the adjacent lot containing the driveway access to that home. If the driveway remains in the existing location, access to the residence would be provided over land in the Town of Monroe, while the residence would be located in the expanded Village of Kiryas Joel. From a practical perspective, this may create an awkward condition for the owner of that property. Clarification should be provided on whether the existing driveway access to Lot "2" would remain the same or be modified if the Annexation Petition is approved.

10. Annexation Area VIII (C): This area contains a total of six numbered lots, but only five of them are identified in Table E-2. The lot identified as "21" in Figure 2-3 is missing so the acreage associated with Annexation Area VIII (C) in Table E-2 would appear to be underestimated. Clarification should also be provided in regard to the lot labeled "27." On the Town of Monroe Zoning Map, the parcel of land that would correspond to Lot "27" in Annexation Area VIII (C) extends all the way to the municipal boundary of the Village of South Blooming Grove. On the Annexation Map (Figure 2-3), however, the westerly edge of Lot "27" does not touch that municipal boundary, suggesting that a portion of the lot with the tax map designation of "1-1-39" is not intended to be part of the Annexation Petition and would remain in the Town of Monroe. On other figures included in the DGEIS, however, the area of proposed annexation is shown extending all the way to the municipal boundary of the Village of South Blooming Grove in that location (e.g., Figures 3.5-3 and 3.5-4). These discrepancies should be resolved. If the depiction of the Annexation Area on Figure 2-3 is accurate, a rationale should be provided for the proposed configuration of Lot "27" in Annexation Area VIII (C), and the implications of splitting an existing lot between two municipal jurisdictions and zoning district designations should be described. It is also noted that the lot identified as "26" is landlocked but currently developed with a use labeled as "School/Health." At the present time, its sole means of access is from Cliff Court, which is proposed to remain in the Town of Monroe. The lot labeled "27" is similarly landlocked. Its existing land use is identified as "Res. Vac," but the existing location of access to that lot is not clear. Clarification should be provided on whether the location of access to these lots would be modified if the Annexation Petition is approved and those properties are developed in accordance with Village of Kiryas Joel zoning regulations.
11. Page 2-14 – Section 2.4 – Reviews, Permits and Approvals (cont'd): According to page 15 of the adopted DGEIS Scoping Outline, the Town of Blooming Grove and the New York-New Jersey Trail Conference were both required to be identified as "Interested Agencies." The DGEIS does not identify either one as an Interested Agency so those oversights will need to be corrected.

### **Section 3.1 – Land Use and Zoning**

12. Pages 3.1-1 to 3.1-4 – Section 3.1.1 – Existing Conditions: According to Section II.A.2.c of the adopted DGEIS Scoping Outline, the DGEIS was required to address the relationship between the Annexation Territory and adjoining land uses, including compatibility with those land uses, in the Town of Blooming Grove. This topic was omitted altogether from the DGEIS and needs to be addressed given the proximity of the Annexation Territory to the Town of Blooming Grove and because discussion of this topic was originally required. The failure of the DGEIS to directly study potential zoning related impacts on the Town of Blooming Grove is inconsistent with the adopted DGEIS Scoping Outline, suggesting that the DGEIS was prematurely accepted as complete by the

- Lead Agency on May 1, 2015. Given the absence of required information, the DGEIS was not actually ready for public review at that time. When the missing discussion is added, Figure 3.1-4 should also be updated to identify zoning district designations in adjacent portions of the Town of Blooming Grove.
13. Page 3.1-2 - Section 3.1.1 – Existing Conditions (cont’d): In the 4<sup>th</sup> paragraph on this page, it is stated that “Maximum residential density permitted in this portion of the Town [referring to the UR-M District] ranges (depending on zoning district) from 0.7 to 8.7 dwelling units per acre (du/ac) for a one-family residence unit with two bedrooms and an accessory dwelling.” To fully understand the derivation of that statement, the text should be correlated with Table 3.1-1, which is not mentioned until later in the narrative.
  14. Pages 3.1-8 – Section 3.1.2 – Land Use Plans (cont’d): According to Section II.A.2.d of the adopted DGEIS Scoping Outline, the DGEIS was required to address consistency of the Annexation Petition with municipal comprehensive plans, including but not limited to that of the Town of Blooming Grove. This topic was omitted altogether from the DGEIS and needs to be addressed given the proximity of the Annexation Territory to the Town of Blooming Grove and because discussion of this topic was originally required. The failure of the DGEIS to directly study potential impacts relating to Town of Blooming Grove comprehensive plan policies is inconsistent with the adopted DGEIS Scoping Outline, suggesting that the DGEIS was prematurely accepted as complete by the Lead Agency on May 1, 2015. Given the absence of required information, the DGEIS was not actually ready for public review at that time.
  15. Pages 3.1-8 and 3.1-9 – Section 3.1.2 – Land Use Plans (cont’d): The DGEIS discussion of the “Village of South Blooming Grove Comprehensive Plan/Planning Policy” should include the full description of the four named overlay districts, exactly as they are written in § 235-5.B(2) of the current Village Zoning Law, instead of incompletely paraphrasing the purposes of those overlay districts.
  16. Pages 3.1-14 and 3.1-15 – Section 3.1.3 – Potential Impacts: The third paragraph in this section includes the following statement: “*Simply put, the land use scenario Without Annexation represents reasonable maximum growth in the annexation lands pursuant to the applicable Town zoning.*” In the absence of additional information, this would appear to be an unsupported conclusory statement. In general, the DGEIS discussion of Town of Monroe zoning parameters that are relevant to the computation of maximum development potential in the 10 areas covered by the Annexation Petition is too selective in its choice of starting assumptions and too vague in describing the underlying methodology that was used to generate Table E-2 in DGEIS Appendix E. For example, in the absence of the proposed annexation, it is probably not realistic to assume that every single family residence constructed in the unincorporated Town of Monroe will contain an

accessory apartment, even if such an outcome is permissible under the Town's zoning regulations. If the Project Sponsor believes that such a conclusion can be supported, the data necessary to justify that underlying assumption should be presented in the DGEIS. Furthermore, Table 3.1-1 does not fully present the range of densities permitted in the RR-3AC, RR-1.5AC, and UR-M districts under a variety of assumptions concerning the presence or absence of central sewer service. Rather than pre-judge the future development scenario and assume that central sewer service will be available in all 10 annexations areas under the "Land Use Scenario without Annexation," as implied by the information presented in Table 3.1-1, it is recommended that Table 3.1-1 be expanded to also identify the maximum permitted residential densities permitted when there is no central sewer service available. As noted elsewhere in the DGEIS, some portions of the Annexation Territory are located outside the Orange County Sewer District #1 boundary and their future connection to central sewers is not guaranteed.<sup>3</sup> Particularly as part of a GEIS, when the future being described includes many unknowns, it is important for the environmental analyses conducted to reflect some type of sensitivity analysis. A more neutral and objective analysis of maximum development potential would be presented if alternative zoning parameters (i.e., no central sewer service and full central sewer service, with and without accessory apartments) were identified in Table 3.1-1 and then reflected in an updated version of Table E-2 or alternative versions of that table.

17. Table 3.1-1 – Zoning Data: When Table 3.1-1 is updated, it is recommended that several other revisions be made. In addition to identifying additional parameters for maximum permitted density when no sewer service is available, as previously discussed, the following should be addressed:
  - a. Citations should be provided to the relevant sections of the municipal code(s) from which the specific zoning parameters have been obtained.
  - b. Since there is no requirement for central sewer service for a single-family dwelling in the Town of Monroe's RR-3AC District, reference to that requirement should be removed.
  - c. It is noted that maximum density standards may not be rounded up under customary zoning practice, though the figures presented for the Town of Monroe's RR-3AC and RR-1.0AC Districts in Table 3.1-1 were both rounded up to numbers that actually exceed maximum permitted density standards. Because Table E-2 correctly used the more accurate density figures, it is recommended that Table 3.1-1 either reference the same

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<sup>3</sup> According to Figure 3.5-4, currently unserved areas would include all of Annexation Area VIII (A), part of Annexation Area VIII (B), most if not all of Annexation Area VIII (C), and part of Annexation Area VIII (E). These areas include some or all of approximately 15-17 annexation lots identified on Figure 2-3.

figures or include a footnote explaining that the “Maximum Permitted Residential Density” figures were rounded up only on Table 3.1-1, but more precise figures to three decimal points were used for purposes of calculating maximum development potential in Table E-2.

- d. By making an assumption that all the lots in the Annexation Territory would be served by central sewer under the “Land Use Scenario without Annexation” option, it is anticipated that the maximum development potential of the Annexation Territory under existing zoning parameters would be somewhat overstated. It is important to present an accurate and realistic range of alternatives in the DGEIS, since the analysis of maximum development potential forms the basis of the calculation of how many new dwelling units would be constructed in the Town of Monroe outside the existing Village of Kiryas Joel in the absence of any annexation (currently estimated at 1,431 dwelling units but subject to change again once the comments herein have been addressed) and how many additional dwelling units would be needed to meet the demand for housing by the projected population within the existing Village limits or elsewhere (currently estimated at 2,394 dwelling units but also subject to change based upon a revised development potential analysis and alternative methodologies for developing population forecasts).
  - e. Given the demonstrated large size of families in the Hasidic community that have chosen to live in the Village of Kiryas Joel and surrounding areas of the Town of Monroe, it is not logical to define projected housing growth in terms of 2-bedroom dwelling units. In zoning districts where permitted housing density is defined by the size of dwelling units (e.g., the UR-M District in the Town of Monroe), additional zoning parameters for larger size dwelling units should also be identified in this table.
  - f. This table should be expanded to include zoning parameters for the Town of Blooming Grove, given the proximity of that Town to the Annexation Territory.
18. Table E-2 – Lot by Lot Development Yield – 507-Acre Annexation: Based upon a detailed review of this table, the following comments are noted:
- a. The DGEIS does not contain a sufficient explanation of the methodology that was used to generate this table, either in the column headings or notes at the end of the table itself or in the narrative included in Section 3.1.3 beginning on page 3.1-14. In fact, there is no mention of Table E-2 in Section 3.13, an omission that should be corrected. In general, this lack of explanatory detail does not allow the reader to easily understand how the computations were completed or to verify the accuracy of the results.

- b. Under the column heading labeled “Land Use fr assess roll,” clarification is needed for the land use described as “Res. Vac.” Does that label signify that the lot was developed with a residence that was unoccupied at the time of preparation of the Assessment Roll, or something different? The date of the Assessment Roll that was relied upon to populate the fields under this column heading should be identified in Table E-2. The shortcoming of using data from an assessment roll rather than a lot-by-lot land use survey should also be described.
- c. Table E-2 contains some errors in zoning district designations for a few lots in two of the proposed annexation areas, as identified below.

Annexation Area	Table E-2 Zoning District Designation	Actual Zoning District Designation
II – Lots 66, 71, 72, 73, 74, 75	UR-M	RR-1.0 AC
VIII (B) – Lots 23, 24	RR-1.0 AC	RR-3 AC

These errors, among others, will need to be corrected before the analysis presented in Table E-2 can be verified as being an accurate characterization of future development potential in the Annexation Territory under the “Land Use Scenario without Annexation.”

- d. Both the narrative on page 3.1-15 and Table E-2 make reference to the need to account for “certain environmental constraints” and “Constrained Area(s),” respectively. However, no explanation is provided for what those environmental constraints include and how they are to be accounted for. The definition of what constitutes a “Constrained Area,” as that term is used in Table E-2, should be provided. From a practical perspective, are there other features of land that would have a bearing on its development potential that were *not* included under the label “Constrained Area.” If so, why were those other features not accounted for as well? In that event, Table E-2 should include an additional note qualifying the results of the analysis presented.
- e. The figures identified in the column labeled “As-of-right/Build per zoning density (DU/Ac) are based upon the data presented in the column labeled “Maximum permitted residential density” in Table 3.1-1. Those figures were presumably cited in Table E-2 because they produced an outcome that was intended to meet the Project Sponsor’s objective of maximizing residential development potential in the Annexation Territory. Inherent in the use of the identified density multipliers (of 0.667, 3,485, and 8.712 for the RR-3AC, RR-1.0 AC, and UR-M Districts, respectively), however, is the assumption that nearly every lot in the Annexation Territory (in all

three zoning districts) that is not already occupied by a use that was viewed as being somewhat immune to future change (e.g., cemetery, transportation feature, conservation land, stormwater feature, school, religious use, health building) would need to be developed with a single family residence as well as an accessory apartment. While that development scenario may be theoretically possible under the Town of Monroe zoning requirements, it is unclear how the use of accessory apartments on most lots would allow the projected population growth to be absorbed in the manner anticipated since accessory apartments are not permitted to have more than two bedrooms<sup>4</sup> and the DGEIS repeatedly asserts that average household size among the Hasidic families in the Village of Kiryas Joel is typically 5.9 persons.<sup>5</sup> It would seem that the prospective accessory apartments would either need to be occupied by smaller than average households (thereby further reducing the population assumed to reside in the Annexation Territory to a figure below 7,356 persons residing in 1,431 dwelling units) or else could produce severely overcrowded housing conditions if occupied by a typical 5.9-person household. In addition to concerns about reliance on the use of accessory apartments in the analysis presented in Table E-2, it is further noted that four lots in the UR-M District (excluding the already approved Forest Edge development) are projected to be developed at a much higher density of 10 dwelling units per acre. That density could only be achieved for one-bedroom apartments in a “multiple dwelling group” or for two-bedroom apartments in such a development if they were restricted to senior occupancy.<sup>6</sup> Typically, a family with an average size of 5.9 persons could not be accommodated in such small quarters.

- f. Clarification is needed on the information presented under the column labeled “As of right/Build per zoning (# DU)” in Table E-2. At the end of that column, there is a note that reads “Calculated yield assumes combining abutting lots.” However, no information is provided on which of the annexation lots were treated in that manner. In addition, it is unclear whether the figures presented under that column are intended to represent the net dwelling unit *increase* on a lot that is already developed, or the total development potential of the annexation lot including any existing dwelling units (or assuming complete redevelopment of the lot). It is noted that the product of the number in the column labeled

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<sup>4</sup> Code of the Town of Monroe, § 57-21.H.

<sup>5</sup> A figure of 5.9 persons per dwelling is identified multiple times in the DGEIS as the average household size in the existing Village of Kiryas Joel. It is noted, however, that data presented on Table E-1 of DGEIS Appendix E produces a different result. According to that table, the Village had a 2014 population of 22,634 persons and a 2014 housing inventory of 4,086 dwelling units. Those two figures yield an average household size of 5.539 persons, not 5.9 persons. This discrepancy in projected average household size needs to be resolved.

<sup>6</sup> Code of the Town of Monroe, § 57-13.N.(1).

“Developable (Ac.)” and the number in the column labeled “As of right/Build per zoning density (DU/Ac)” often does not produce the result identified in the column labeled “As of right/Build per zoning (# DU).” An explanation should be provided on how the information identified in the column labeled “Existing density (DU/Ac)” factors into the overall analysis. Clarification should be provided on all of these matters.

- g. It is important to note that the accuracy of the maximum development potential analysis presented in Table E-2 of the DGEIS cannot be verified until the above-described discrepancies and errors are addressed. Based upon the questions that have been raised so far, it cannot be verified that the Annexation Territory could accommodate 1,431 dwelling units under existing Town of Monroe zoning requirements as stated in Table E-2, nor can it be verified that the population to be accommodated in those units would total 7,356 persons. Without a careful reexamination of this analysis, it is not possible to reach reliable conclusions concerning the potential impacts of the proposed annexation on new housing construction, population growth, and demand for community services, facilities, and utilities within the Annexation Territory, and to make an accurate comparison between existing and potential future conditions. Since this analysis is one of several fundamental starting points for a variety of additional environmental analyses that are presented elsewhere in the DGEIS, the inaccuracies and insufficiencies described herein must be satisfactorily addressed.
19. Page 3.1-14 – Section 3.1.3 – Potential Impacts: The DGEIS discussion of “Land Use Scenario with Annexation” does not provide sufficient detail to demonstrate how the existing Village of Kiryas Joel could accommodate growth of another 3,825 new dwelling units in a responsible and environmentally sound manner on the developable land remaining in the Village, which the DGEIS claims would be necessary if the Annexation Petition is not approved. Based on data presented in Table E-1 in DGEIS Appendix E, the Village had 4,086 dwelling units as of 2014. According to information provided elsewhere in the DGEIS,<sup>7</sup> 80% of the parcels of land (tax lots) in the Village are fully developed, leaving at most 20% of the parcels of land (tax lots) in the Village available to accommodate the additional projected growth.<sup>8</sup> On the 565.5 acres of Village land that has already been developed (80% of 700 acres), the housing density would be 7.2 dwelling units per acre (4,086 dwelling units in 2014 divided by 565.5 acres). If that development density were to be applied to the 140 acres that might remain available for development, no more than 1,008 additional dwelling units could be accommodated *based on historical trends in the Village itself*. Yet, the DGEIS

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<sup>7</sup> DGEIS Section 2.0 – Project Description, page 2-3.

<sup>8</sup> Land that is still available for additional development could, in fact, be even less than 20% if some portion of the land not yet fully developed is currently partially developed.

effectively makes the entirely unsupported assertion that those 140 acres could accommodate 3,825 additional dwelling units, resulting in a development density of more than 27 dwelling units per acre on that land. If the pressures to accommodate additional population growth in the Village of Kiryas Joel were as great as implied in the DGEIS, then some of this development should have already occurred inside the Village. Conversely, if the lack of sufficient land in the Village were actually an impediment to accommodating that population growth, then additional pressure for development in the Town outside the Village boundaries would have already been felt. Yet, the DGEIS notes that the Annexation Territory now contains only 99 dwelling units and a population of 300 persons on 507.4 acres — relatively small numbers in comparison to the projected development density and population growth under the Annexation Petition.

20. Page 3.1-17 – Section 3.1.3 – Potential Impacts (cont’d): The DGEIS discussion of “Annexation and District Lines” should be expanded to address road maintenance considerations.

### **Section 3.2 – Demographics and Fiscal**

21. Page 3.2-1 – Section 3.2.1. – Demographics: In the first paragraph on this page, it is stated that the Village of Kiryas Joel had a population of 20,175 in 2010 according to the U.S. Census. However, the actual U.S. Census data included in DGEIS Appendix H indicates that the 2010 population was 20,878. Similarly, different figures are presented for the Village’s population in 2014. For example, Table 3.2-1 in Section 3.2.1 identifies a population of 22,643 while Table E-1 in FGEIS Appendix E identifies a figure of 22,634. Because so many different sources of population data are presented in the DGEIS, and some of that data is inconsistent, it is recommended that the accuracy of population figures cited in the DGEIS be reconfirmed and specific data sources be cited each time a population statistic is identified. The text references provided could be to a table that is embedded in the narrative portion of the DGEIS or to supplementary data that is included in FGEIS Appendix H, as appropriate.
22. Table E-1 – Change in Population Distribution: This table contains a number of important statistics that form the basis for other analyses presented elsewhere in the DGEIS so it is important for it to be accurate and understandable. To that end, the following discrepancies are noted and should be resolved:
  - a. The first section containing 2014 demographic statistics for Kiryas Joel states that the existing average family size is 5.9 persons per dwelling unit. This is a key statistic that is often cited in many other sections of the DGEIS and is used as a basis for the population projection through 2025. However, it is not possible to verify the accuracy of that figure using the data presented in Table E-1. In fact, a figure of only 5.539 results from

dividing the 2014 population of 22,634 by the 2014 housing stock of 4,086 dwelling units. An explanation should be provided for this discrepancy.

- b. It is recommended that average family size statistics be provided for the second and third sections of Table E-1 as well so that figures are also presented for the Town of Monroe under the 507-acre and the alternative 164-acre annexation scenarios. Using the data presented in Table E-1, those figures would appear to be 3.03 persons per dwelling unit in the Town of Monroe under the 507-acre annexation scenario and 7.41 persons per dwelling unit in the Town of Monroe under the 164-acre annexation scenario.
  - c. The fourth section of Table E-1 presents a future picture of Hasidic population growth in the Annexation Territory projected out by 10 years, noting that the Study Area will gain 19,663 people between 2015 and 2025, with or without any annexation, and those new people will require a total of 3,825 dwelling units. A comparison between those two figures reveals an average household size of 5.14 persons per dwelling unit. If 5.9 persons per dwelling unit is the accurate figure to use for purposes of projecting future housing demand, then it is unclear why 3,825 new dwelling units would be needed by the Village of Kiryas Joel. Instead, it would seem that a total of 3,333 dwelling units would more than suffice (assuming the population projection of 19,663 is accurate to start with, which it is unlikely to be). Additional information must be presented to explain the discrepancy between the 5.9-person average household size, which is referenced in multiple sub-sections of the DGEIS as one of the key parameters to be used for future population projections, and the 5.14-person average household size that is derived from the figures identified in Table E-1. It is noted that none of the average household size figure identified on the second page of Table E-1 come close to the 5.9 person per dwelling unit figure that was cited elsewhere as the relevant figure to be used for determining how much housing demand would result from the projected population increase.
  - d. The second page of Table E-1 is intended to present the methodology that was used to distribute the anticipated new population between the Village of Kiryas Joel and the unincorporated portions of the Town that together constitute the Annexation Territory. However, no explanation is provided for why average household size is different for each of the individual scenarios presented on this page of Table E-1.
23. The DGEIS contains virtually no discussion of potential fiscal impacts as they relate to services that are or may need to be provided by Orange County in the future, yet it is clear that some impacts will result. This significant omission in the DGEIS needs to be addressed.

24. As previously noted in Comment 2 of this document, the time horizon selected by the Project Sponsor for study of potential environmental impacts in this DGEIS was only 10 years and should have instead covered at least a 20-year time period. Because the population projections affect virtually every other impact analysis presented in the DGEIS, the lack of reliable population projections covering a longer time period also calls into question the accuracy of nearly every other study of potential environmental impacts undertaken as part of the preparation of this DGEIS. Since it is believed that many of those other analyses will need to be redone, additional comments on what is now included in this subsection of the DGEIS will be withheld until more accurate information is available for review.

### **Section 3.3 – Community Services and Facilities**

25. Page 3.3-16 – Section 3.3.5 – Potential Impacts – Other Public Services: The land selected for inclusion in the proposed Annexation Territory according to Figure 2-3 will result in a municipal boundary configuration that produces a few potentially awkward road relationships in the Town of Monroe. While it is likely that many of the boundaries of the proposed annexation areas were chosen to ensure that all portions of the proposed Annexation Territory were contiguous to each other and to the existing municipal boundary of the Village of Kiryas Joel, some new segments of road discontinuity will be created in a few locations. If a single road continually weaves in and out of two adjoining municipalities, such a condition could pose extra challenges for maintenance of that road as well as any sidewalks that are constructed along the traveled-way of that road. Examples of roads that will exhibit this characteristic if the Annexation Petition is approved without modification include portions of Seven Springs Mountain Road (C.R. #44), Seven Springs Road, Schunnemunk Road, Raywood Drive, Mountain View Drive, and Irene Drive. These practical considerations should be identified and analyzed.
26. Page 3.3-16 – Section 3.3.5 – Potential Impacts – Other Public Services: The DGEIS fails to adequately address potential impacts on “Orange County Social Services.” In fact, the DGEIS includes the unsupportable statement that “there will be no difference in the cost or availability of County Services as a result of annexation.” The pertinent issue is not whether a particular amount of growth will or will not occur in the Study Area. It is whether the County will be equipped to address all of the new requests for assistance, resulting from the projected population growth. If the DGEIS provides a proper analysis of potential environmental impacts, the County will be better equipped to plan for any needed expansion of its services when and as needed.
27. Page 3.3-17 – Section 3.3.5 – Potential Impacts – Other Public Services (cont’d): At the end of this page, the DGEIS includes a statement indicating that “the

residents of Kiryas Joel do not typically utilize many other available County services.....As a result, it would appear that any higher proportionate reliance on Medicaid and SNAP is offset by the lower proportionate use of these other programs so as to not reflect a disproportional reliance on County social services or depletion of Orange County tax resources.” It not the job of the Project Sponsor, however, to weigh and balance potential environmental impacts and trade one off for another so that a “no impact” conclusion can be justified. Instead, the DGEIS should include the data needed to quantify the projected usage of County services in relation to the cost of providing those services so that the potential impacts associated with the projected population growth can be evaluated, and the Lead Agency can then fulfill it duty to “weigh and balance relevant environmental impacts with social, economic and other considerations”<sup>9</sup> as part of the formulation of its SEQRA Findings on the Proposed Action.

### **Section 3.6 – Natural Resources**

28. Page 3.6-4 – Section 3.6.2 - Potential Impacts: The DGEIS points out that the proposed annexation itself would not involve any physical disturbance of the ground, which is an accurate statement. The DGEIS also acknowledges that disturbance of the land (e.g., geology, soils, topography, wildlife and habitats, wetlands and water resources) would eventually result from construction activities in the Annexation Territory, which is also an accurate statement. The DGEIS begins to go astray and deviate from portraying an accurate picture of potential future conditions, however, when it asserts that the type and amount of disturbance that would result would essentially be the same with or without the proposed annexation. Clearly, that is an inaccurate and unsupportable conclusion. First, if the Annexation Petition is approved, the land in question will become part of the Village of Kiryas Joel and all proposed land development activities will be under the Village’s jurisdiction. Elsewhere in the DGEIS, it was previously noted that the newly annexed lands would need to receive a zoning designation that is likely to be one of the two mapped districts included in the Village’s Zoning Law (either “R” or “C”, until such time that a “PUD” designation may be chosen instead). The DGEIS also acknowledges that the Village’s zoning regulations do not specify a maximum density, unlike the regulations that currently govern land development in the Annexation Territory under the Town of Monroe Zoning Law. Consequently, it is also reasonable to conclude that properties in the Annexation Territory will be subject to much more intense development pressure if the Annexation Petition is approved and some of the natural resources located in the Annexation Territory (e.g., wetlands, trees) may receive much less environmental protection.
29. Page 3.6.7 – Section 3.6.3 - Mitigation Measures: Though this topic is only covered superficially in the DGEIS, it is noted that the Town of Monroe has

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<sup>9</sup> 6 NYCRR Part 617.11(d)(2).

wetlands regulations<sup>10</sup> and the Village of Kiryas Joel does not. Similarly, the Town of Monroe has specific provisions concerning the protection of trees<sup>11</sup> as part of subdivision development, and the Village of Kiryas Joel does not have comparable provisions. The only wetland resources that are currently regulated in the Village are those that are defined as State- or Federally-regulated wetlands. The DGEIS should be supplemented with an analysis of whether the Annexation Territory contains wetlands that would be regulated if that land remains in the Town of Monroe, and should further demonstrate that there would be no impact to locally regulated wetlands by removal of the Annexation Territory from the regulatory jurisdiction of the Town of Monroe or, in the alternative, should analyze the impacts of deregulating any locally regulated wetlands that might become part of the Village of Kiryas Joel if the Annexation Petition is approved. The DGEIS should also include a more complete analysis of potential impacts on trees in the Annexation Territory.

#### **Section 4.0 – Thresholds for Future Environmental Reviews**

30. Page 4-1 – Section 4.0 – Thresholds for Future Environmental Reviews: This section is woefully inadequate. The opening paragraph correctly describes the intent of this subsection, but the balance of the narrative does not provide the needed level of specificity for it to fulfill one of the mandates of a GEIS. Instead of providing a clear roadmap for future environmental reviews, including identification of numerical thresholds that would trigger the need for supplementary environmental analysis beyond that which is included in the DGEIS, the narrative in this subsection merely describes the anticipated review process – one that has presumably been in effect already and will continue to be applied in the future. The DGEIS should instead provide sufficient information to enable future applicants for approval of development projects in the Annexation Territory to know whether supplementary environmental analysis would be required for their projects and what type of additional analyses may need to be undertaken. It is also important to point out that a variety of potential actions, including but not limited to “construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area...” and “construction or expansion of a single-family, two-family or a three-family residence on an approved lot including provision of necessarily utility connections,” are defined as Type II actions and would not be subject to further environmental review under SEQRA, notwithstanding any implications to the contrary in the DGEIS. It is conceivable therefore that some of the projected growth in housing development forecast under the DGEIS analysis could actually occur without any further environmental review under SEQRA.

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<sup>10</sup> Code of the Town of Monroe, Chapter 56, Wetlands.

<sup>11</sup> Code of the Town of Monroe, Chapter 57, Zoning, Article XX.

31. Page 4-1 – Section 4.0 – Thresholds for Future Environmental Reviews: This subsection should also elaborate on the “master plan committee” process that is anticipated to be pursued by the Village of Kiryas Joel “to study the opportunities and constraints of the 507 acres as it relates to Village goals for its existing and future residents, and make specific recommendations for future land use decisions.”<sup>12</sup> Among other considerations, this discussion should also describe the type of environmental review that would be undertaken to satisfy SEQRA prior to the Village of Kiryas Joel establishing zoning policies for land in the Annexation Territory.
32. When a SEQRA Findings Statement is adopted for Proposed Action (approval of the Annexation Petition), it should include a clear and unambiguous description of “Thresholds for Future Environmental Reviews” to ensure that proper consideration is given to various environmental resources by other Involved Agencies when more site-specific plans have been identified for development of lands in the Annexation Territory.

## **Conclusion**

Because many of the essential underlying environmental analyses included in the DGEIS will need to be supplemented and/or revised, and those modifications could alter the conclusions to be drawn from those analyses as well as the type of supplementary environmental review to be required for site-specific projects within the Annexation Territory in the future, it is recommended that the Lead Agency provide sufficient time for review and comment on the Final GEIS before making its required Findings under SEQRA. It is also recommended that the Lead Agency schedule a public hearing on the FGEIS because (a) a limited amount of time was afforded to the public and other interested parties to review the DGEIS once it was accepted by the Lead Agency on May 1, 2015; (b) the DGEIS was already missing essential information required by the adopted DGEIS Scoping Outline at the time of the DGEIS’ acceptance by the Lead Agency on May 1, 2015; (c) the public hearing held on the DGEIS was opened and closed in a single meeting (June 10, 2015) at which speakers were limited to three minutes of oral comment each; and (d) the Lead Agency was unwilling to extend the written comment deadline on the DGEIS by even a modest amount of time as requested by some speakers at the June 10, 2015 public hearing. While 6 NYCRR Part 617 (SEQRA) does not specifically provide for the holding of a public hearing on an FEIS, it also does not preclude a Lead Agency from doing so and many other municipalities in the New York Metropolitan area have followed that procedure when new and/or revised analyses are included in a Final EIS for the first time. As an alternative, the Lead Agency could also elect to prepare a Supplemental GEIS, prior to completion of the FGEIS, and then follow all the procedures that are applicable to a DEIS. It is recommended that the Lead Agency carefully review the criteria for

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<sup>12</sup> DGEIS Section 3.1.4 – Mitigation Measures, page 3.1-18.

## MEDER CONSULTING SERVICES

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requiring preparation of a Supplemental EIS<sup>13</sup> before determining its next course of action. If the Lead Agency chooses to next prepare an FGEIS, rather than a Supplemental DGEIS, it is further recommended that the Lead Agency provide for more than a 10-day waiting period between the date of acceptance of the FGEIS and the adoption of a Findings Statement so that members of the public and others, especially those who are identified as Interested Agencies, can fully digest the FGEIS and contribute in a well-informed, meaningful way to the final steps in the environmental review process under SEQRA. A period of at least 30 days should be provided for that final step to ensure effective outreach and proper coordination between all Involved and Interested Agencies and others, consistent with the urging of the Commissioner of the New York State Department of Environmental Conservation when he issued his Lead Agency Determination on January 28, 2015.

Respectfully submitted,



Joanne P. Meder, AICP  
President

507-Acre Annexation Petition DGEIS - Kiryas Joel (V) & Monroe (T) - Substantive Review Comments - June 22, 2015.doc

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<sup>13</sup> 6 NYCRR Part 617.9(a)(7).

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HENRY M. HOCHERMAN  
RETIRED

June 22, 2015

*Via Electronic Mail (tmiller@tmillerassociates.com)*

Timothy Miller Associates, Inc.  
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Cold Spring, New York 10516

*RE: Comment on the 507-Acre Annexation Town of Monroe to  
Village of Kiryas Joel Draft Generic Environmental  
Impact Statement (the "DGEIS") Prepared Pursuant to the  
New York State Environmental Quality Review Act ("SEQRA")*

Dear Mr. Miller:

We are counsel to the Town of Blooming Grove. On the Town's behalf, we submit herewith the enclosed written comments on the above-referenced DGEIS, which have been prepared by Joanne P. Meder, AICP of Meder Consulting Services. Ms. Meder has a Master's Degree in City and Regional Planning from Harvard University and more than 20 years of land use, planning, zoning and SEQRA review experience, representing both municipal governments and private applicants in the SEQRA process. Her comments highlight several fundamental flaws in the DGEIS that must be addressed either through a Supplemental General Environmental Impacts Statement ("SGEIS") or in the Final Generic Environmental Impact Statement ("FGEIS").

We remind you that pursuant to SEQRA, the Board of Trustees of the Village of Kiryas Joel, as Lead Agency, must identify and take a "hard look" at the relevant areas of environmental concern related to the proposed annexation. *See County of Orange v Vil. of Kiryas Joel*, 44 AD3d 765, 767 (2d Dept 2007). The enclosed comments identify relevant areas of environmental concern which the DGEIS fails to consider or inadequately analyzes. These environmental concerns must be addressed through a SGEIS or in the FGEIS or the Lead Agency simply will not have sufficient information necessary to take a hard look at the relevant areas of environmental concern. The Lead Agency's failure to meet this obligation could result in the invalidation of any findings statement and concomitant approval of the annexation by the Lead Agency by a court of competent jurisdiction.

**HOCHERMAN TORTORELLA & WEKSTEIN, LLP**

Timothy Miller Associates, Inc.

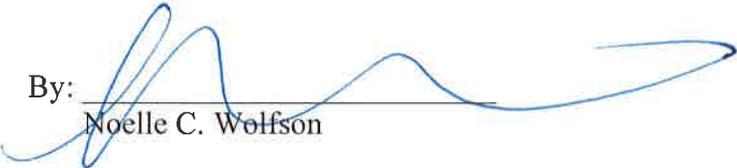
June 22, 2015

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Please feel free to contact the undersigned if you have any questions.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By:   
Noelle C. Wolfson

Enclosure

cc: Town Board of the Town of Blooming Grove  
Board of Trustees of the Village of Kiryas Joel  
Town Board of the Town of Monroe  
David E. Church, AICP, Planning Commissioner, Orange County  
Joanne P. Meder, AICP  
Adam L. Wekstein, Esq.