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TO: VILLAGE BOARD OF THE VILLAGE OF KIRYAS JOEL
TOWN BOARD OF THE TOWN OF MONROE
FROM: STEVEN BARSHOV, COUNSEL FOR ANNEXATION PETITIONERS
RE: PROPOSED ANNEXATIONS AND THE OVERALL PUBLIC INTEREST;
RESPONSES TO COMMENTS REGARDING ALLEGED ANNEXATION
PETITION DEFECTS
DATE: SEPTEMBER 3, 2015

MEMORANDUM

I. Background and Overview

The proposed annexation petitions presently under consideration meet the criteria set forth in the Municipal Annexation Law and should be approved because they are in the overall public interest. The 507-acre annexation proposal as well as the smaller 164-acre proposed annexations are driven by the natural population growth by the inhabitants of the Village of Kiryas Joel (the “Village”). The families in the predominantly Hasidic Jewish community who live in the Village, like families in traditional Irish, Italian, and other ethnic groups, often have large numbers of children. As a result of this natural population growth, the Village is outstripping the currently available land. Annexation is proposed in order to make available Village services to these lands, which are needed in order to accommodate the Village’s natural population growth.

The proposed annexations:

(a) are of territories in the Village’s natural path for growth and in locations that have long been identified in regional plans as growth areas associated with the Village;

(b) promote “smart growth” instead of sprawl, as well as environmentally sensitive development;

(c) promote and enhance the unity of purpose between the territories proposed to be annexed and the Village; and

(d) optimize access to local government services and benefits which are best provided to the territories proposed for annexation by the Village, not the Town.

As of 2014, the population of the Village was 22,246 persons.¹ The Village's population has been growing rapidly. According to U.S. Census data, the population of the Village grew approximately 54% between 2000 and 2010, over 5% per year.² To put this into perspective, the overall population of Orange County grew only 9.2% between 2000 and 2010, or less than 1% per year.³

The Village's high rate of population growth is expected to continue because that growth is the result of the very long standing tradition in the Hasidic community of having large families. It is not the result of in-migration. Between the present and 2025, the Final Generic Environmental Impact Statement analyzing the potential environmental impacts of the proposed annexation (the "FGEIS") projects an annual population growth rate of 5.6%, leading to an estimated population increase of additional 19,663 persons.⁴ This would constitute a near-doubling of the present population. Because this population growth is the result of the Village's well-documented birth rates, the population growth is not expected to be fueled by in-migration and would occur regardless of whether the proposed annexations are approved.⁵

Accordingly, the question is not whether the Village will grow in population, but rather whether the proposed annexations are in the overall public interest and a reasonable and rational response to the undeniable population growth which the Village will experience in the reasonably

¹ See Final Generic Environmental Impact Statement ("FGEIS"), Appendix H1, "U.S. Census Information."

² FGEIS, 3.2-1.

³ *Id.*

⁴ FGEIS, Appendix E "Growth Projections Without and With Annexation," Table E-3.

⁵ *Id.*

foreseeable future. Extant patterns of development in the Village have resulted in pedestrian-friendly, public-transit oriented, multifamily housing within compact, walkable neighborhoods with wide safe sidewalks. This overall development approach comports with the “smart growth” principles adopted in the *Mid-Hudson Regional Sustainability Plan* (“*Regional Sustainability Plan*”) promulgated by the Hudson Valley Regional Council, which is co-chaired by Orange County.⁶

However, land available for further “smart growth” in the Village is scarce, and cannot be relied upon to accommodate the projected needs of its growing population. Assuming, for the purposes of analysis, maximum development of all remaining surface land in the Village, the FGEIS finds that only approximately 60% of the projected population growth to 2025 could theoretically be housed within the confines of the Village.⁷ Yet there are numerous practical obstacles to such development, which render it highly unlikely. Some of the lands theoretically available for development are dominated by wetlands and steep slopes. Other lands theoretically developable are on the campus of a major Yeshiva and highly unlikely to be made available for development. Approximately 80% of the potentially developable vacant land within the Village is owned and controlled by a single property owner who, to date, has expressed no interest in developing that vacant land. Even if the privately owned vacant land is eventually developed, it would be far from sufficient to meet the housing demands that will arise from the projected population growth of the Village.

Thus, although development within the Village on vacant lands is theoretically possible, it is highly unlikely to occur at any time in the reasonably foreseeable future and would not meet the demands associated with the Village’s projected population growth. By contrast, the properties

⁶ Hudson Valley Regional Council, *Mid-Hudson Regional Sustainability Plan* (2013) <http://hudsonvalleyregionalcouncil.org/mid-hudson-regional-sustainability-plan/>.

⁷ FGEIS, Appendix E, “Growth Projections Without and With Annexation.”

proposed to be annexed into the Village are well suited for the type of “smart growth” developments that could include similar types of compact, walkable multi-family housing that is environmentally sensitive, affordable, and sufficient to meet the Village’s natural population growth.

II. The Proposed Annexations Promote Unity of Purpose

The proposed annexations would allow for natural growth of Kiryas Joel in a way that protects and promotes community character and fosters a unity of purpose. Under New York law, the “unity of purpose” between the territory proposed for annexation and the municipality to which it is to be annexed, is a core factor in assessing the public benefit of the annexation.⁸

Simply put, the proposed annexations are the “poster child” for a complete and powerful unity of purpose. Virtually all of the property owners in the annexation territory have signed the annexation petition, and many assembled the land which they now own at great cost and over long time periods with the specific vision and hope of integrating it into the existing Village of Kiryas Joel.⁹ As a whole, the annexation territories are adjacent to the Village. Thus, extending Village governance, infrastructure, and services to the annexation territory would be a simple matter. The Village has identified no obstacle to doing so.

Annexing territory into the Village as proposed would accommodate natural population growth in a manner that will be integrated with the patterns of development, community, culture, purpose, and lifestyle of those who currently reside in the Village. Given the high value attached to walkability by the Village’s extant community, it is critically important that population growth be accommodated on lands that are physically proximate to the existing Village. Annexation would bring with it the ability to extend the Village’s existing compact, walkable neighborhoods,

⁸ N.Y. Gen. Mun. Law § 712 N.Y. Gen. Mun. Law § 712; *Common Council of City of Gloversville v. Town Bd. of Town of Johnstown*, 32 N.Y.2d 1, 6 (1973).

⁹ Chris McKenna, “Proposed Kiryas Joel Annexation Area Includes Mix of Properties, Landowners,” *The Times Herald-Record*, June 6, 2015 <http://www.recordonline.com/article/20150606/NEWS/150609576>. (“Some annexation properties were acquired at great expense years ago and left as they were, presum[ably] in anticipation of a future annexation effort.”).

with their sidewalks, street lighting, and enhanced access to Village public transit, all of which support and are harmonious with the Village's development patterns, way of life, and unity of purpose. Annexation would also enable the Village's suite of recreational amenities and vocational services, including an extensive children's park and a microenterprise grant program, to be extended into the annexation territory, further integrating residents of the annexation territory with Village life and enhancing unity of purpose.¹⁰ By contrast, rejection of the proposed annexation would force future population growth out from the Village into other non-contiguous areas which would be fragmented, lack the walkable connection to the Village, lack the Village's public transit system, and would not further the unity of purpose that would be fostered by the proposed annexation.

The annexation territory has no "unity of purpose" with the other parts of the Town of Monroe. The annexation territory is located north of New York State Route 17, which separates it from the bulk of the Town of Monroe, where development is presently concentrated south of Route 17 in the Village of Monroe.¹¹ Indeed, as the Town of Monroe Zoning Board of Appeals recognized, in its comments on a request for a variance for approximately 37 of the 177 parcels now proposed for annexation, the land "really has no relationship with the territory of the Town, it is far removed from the center function of the Town and far more related to the Village [of Kiryas Joel]."

For these reasons, annexation would clearly enhance the community ties and quality of life for residents of the annexation territory and in the Village. More broadly, the Town of Monroe and Orange County would also benefit from a clear public policy in favor of the promotion of diverse, vibrant communities. Such an inclusive, community-friendly policy climate is of significant public benefit as compared to a policy which results in the needless fragmentation of communities and

¹⁰ FGEIS, Chart 2-4.

¹¹ FGEIS, Figure 2-2.

division of families. This is why promoting and protecting a community’s “unity of purpose” through annexation has been recognized as a public policy in the “over-all public interest” by New York’s highest court.¹²

III. The Proposed Annexations Promote Environmental Protection

The proposed annexations are also in the overall public interest because they would enable projected population growth to be accommodated in an environmentally-sensitive fashion consistent with principles of “smart growth.” In light of the significant natural growth that is expected in the Village’s population, the proposed annexation of territory directly adjacent to the Village is a green, “smart growth” solution. In contrast, forcing natural population growth to spread outwards further away from the Village risks a “checkerboard” pattern of sprawl, which is against the *Regional Sustainability Plan*’s public policy of conserving open space and promoting compact residential communities.

Key “smart growth” principles recognized in the *Regional Sustainability Plan* include promoting walkability and public transit use, and the proposed annexations into the Village would foster such development characteristics. With respect to walkability, the *Regional Sustainability Plan* specifically identifies “upgrading sidewalks” as a high-priority sustainability initiative.¹³ The Village is a regional leader in implementing infrastructure that promotes a pedestrian-friendly environment, including wide sidewalks and adequate lighting and snow removal infrastructure.

The *Regional Sustainability Plan* also identifies “transit-oriented development” and “expand[ing] and upgrad[ing] mass transit” as high-priority sustainability initiatives.¹⁴ The annexations would also unlock these benefits for residents of the annexation territory. Joining the Village would bring integration with the municipal mass transit networks currently enjoyed by

¹² *Common Council of City of Gloversville v. Town Bd. of Town of Johnstown*, 32 N.Y.2d 1, 6 (1973).

¹³ *Regional Sustainability Plan*, 4-33.

¹⁴ *Regional Sustainability Plan*, 4-28.

Village residents, including bus systems.¹⁵ Indeed, the Village's public bus system provides efficient bus service to and from New York City, thereby eliminating thousands of vehicle trips each day.

One of the annexation petitioners is the owner of the Monroe Bus Company, which owns land within the annexation territory. Annexation would enable the Monroe Bus Company to locate a service garage for its buses within the expanded Village, thereby eliminating the need to transport buses to New York City for maintenance and service. This would further facilitate the efficient provision of mass transit in the Village.

More broadly, the Town of Monroe and Orange County would also benefit from the proposed annexation's environmentally-friendly orientation toward walkability and mass transit. As the FGEIS notes, traffic studies have found that the proposed annexations would be expected to result in significantly decreased traffic in the area, since members of the Village community would not need to drive through surrounding areas to reach the Village, as they would if the community was fragmented.¹⁶

Surrounding municipalities would also experience environmental benefits relating to groundwater. Presently, the annexation territory is reliant for its water needs on wells which tap into the local groundwater.¹⁷ However, if the proposed annexations are approved, residents in the annexation territory would be assured access to water from the Village's upcoming connection to the Catskills Aqueduct, which is scheduled to come on-line in 2017.¹⁸ Thus, as residential development occurs in the annexation territory, it would be linked-in to a water supply from upstate, rather than relying only on local groundwater. This would significantly reduce the use of groundwater when development occurs on the properties proposed for annexation.

¹⁵ FGEIS, 3.4-9.

¹⁶ FGEIS, Appendix F3, Table F3-9; FGEIS 3.4-22.

¹⁷ FGEIS, 3.5-11.

¹⁸ FGEIS, Appendix G3, *Amended Findings for the Catskill Aqueduct Connection*.

United Monroe, in its comment letter, argues that past environmental violations within the Village preclude the proposed annexation as not in the public interest.¹⁹ This makes no sense. Failure to comply with environmental laws carries penalties that are enumerated in the relevant state statutes. None of those statutes provides a penalty of disqualification for a future proposed annexation. Had the state legislature intended to disqualify a municipality from being able to annex territory in the event that environmental law violations occurred within its boundaries, the state legislature could have so provided. United Monroe can point to no such state statute because none exists. Moreover, fails to identify a single example of a municipality being denied the right to exercise an essential municipal function such as annexation due to past violations of environmental laws. Indeed, the proposed linkage makes no sense. There is no shortage of enforcement mechanisms by which the State of New York and its administrative and enforcement agencies can and do enforce the State’s environmental laws and regulations.

United Monroe also speculates that the Village Board, as lead agency, will not adequately analyze the potential environmental impacts of the proposed annexation.²⁰ These speculative accusations were cast before the FGEIS was issued and reveal more about the prejudgment of the process by United Monroe than about any legitimate critique of the environmental review of the proposed annexation. Certainly United Monroe is entitled to comment on the Draft Generic Environmental Impact Statement (“DGEIS”), and (if it can establish standing to sue) would have the right to file suit if United Monroe believes the entire environmental review to be deficient. What United Monroe has no right to do is attempt to use its speculative concerns about the Village Board’s environmental review of the proposed annexation under the New York State Environmental Quality Review Act (“SEQRA”) to disqualify the Village from eligibility to annex

¹⁹ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 7.

²⁰ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 8.

territory generally and to block the proposed annexation in its entirety.²¹ Tellingly, United Monroe’s environmental “critique” is aimed more at disqualifying the Village from annexing any territory than to addressing the clear and obvious environmental benefits associated with the proposed annexation, as described here and in other comments.

In sum, the public interest that the residents of the annexation territory, the Village, and the surrounding municipalities have in environmental protection is well-served by the sensible, smart-growth policies that are supported by annexing territory bordering the Village in the natural path for Village expansion and which minimize sprawl.

IV. The Proposed Annexations Optimize Local Government Services and Benefits

The proposed annexation offers a way of managing projected population growth in a manner that optimizes the access of residents of the annexation territory to local government services and benefits. For example, the Village provides very sophisticated emergency services. The Village Public Safety Department, Fire Department, and Emergency Medical Service (“EMS”) will provide faster response times than the Town, because their area of responsibility is smaller and their stations are closer to the residents they serve. It is a testament to this efficiency and focus that the Village EMS has been reported to respond to calls for emergency assistance in as little as 90 seconds.

The provision of these emergency services are further enhanced because the Village provides its emergency services in both English and Yiddish, an important benefit because many community members, especially older ones, are primarily Yiddish-speaking. As the territory to be annexed is likely to have a significant Hasidic population, the ability to receive emergency

²¹ Some other commenters have expressed concerns about negative impacts to parklands in the area if the annexation is approved. These concerns are completely unsubstantiated, and are based entirely on speculation about future development plans which do not yet exist. Any alleged violation of laws protecting parklands can be adequately adjudicated when and if it arises. As such, these conjectures concerning hypothetical parklands impacts cannot be taken to rise to the level of blocking the annexation. Steven Neuhaus, *Comment Letter on Behalf of Orange County*, June 10, 2015, 5-6; Edward Goodell, *Comment Letter on Behalf of the New York-New Jersey Trail Conference*, June 12, 2015, 1-2.

services in both Yiddish and English is a very important benefit which would be unavailable absent annexation. The increased assurance of an ability to communicate during an emergency is an important benefit that cannot be discounted and further demonstrates the unity of purpose which undergirds the proposed annexation. Indeed, one across-the-board advantage of annexation is that the Village offers all of its services in both English and Yiddish, as opposed to the Town of Monroe, which offers services only in English.²²

Some commenters have speculated that if the annexation is approved, the Village Fire Department will need to make more calls for “mutual aid” from neighboring fire departments,²³ but this concern is misplaced, and ignores the Department’s plans to expand if the annexation happens.²⁴

The Village also has its own police department, a service which the Town of Monroe completely lacks. The Town depends on the State Police, who have many other statewide responsibilities.²⁵ Police services can be provided to the annexed territory by the Village far more efficiently than the Town or the State Police (under the auspices of the Town).

Additionally, integrating the annexation territory with the Village’s upgraded pedestrian infrastructure is not only environmentally-friendly, but also an important safety issue. The *Times Herald-Record* recently interviewed a resident of the annexation territory, Herman Wagschal, who attends services at a religious congregation in the annexation territory.²⁶ Wagschal noted that many congregants currently walk along the busy Seven Springs Road to reach the congregation. Having access to the “street lights and sidewalks” that are “everywhere” in the Village would improve their safety, he said.²⁷ This sentiment was echoed by Chaya Wieder, who also lives in the

²² FGEIS, 2-13.

²³ Steven Neuhaus, *Comment Letter on Behalf of Orange County*, June 10, 2015, 8.

²⁴ FGEIS, 3.3-15.

²⁵ FGEIS, 3.3-3.

²⁶ Chris McKenna, “Proposed Kiryas Joel Annexation Area Includes Mix of Properties, Landowners,” *The Times Herald-Record*, June 6, 2015 <http://www.recordonline.com/article/20150606/NEWS/150609576>.

²⁷ *Id.*

annexation territory, in comments reported by the *The Photo News*.²⁸ Wieder stated that “she currently has no sidewalks where she lives, and the roads are dangerous.”²⁹ If the annexation territory were added to the Village, and the pedestrian infrastructure upgraded to Village standards, “her travel would be safer,” she said.³⁰

Finally, although some have expressed concerns about a supposed drain on social services in connection with the annexation, this is a non-issue in respect of annexation. The need for increased social services will arise from population growth, *independent of annexation*. As the FGEIS finds, there is absolutely no indication that the annexations themselves would have any impact at all on social services.³¹

Some commenters have alleged that residents of Kiryas Joel commit Medicare fraud. Apparently, the belief is that because some residents of Kiryas Joel collect Medicare or Medicaid unlawfully, that property owners outside the Village should be deprived of the right afforded under State law to petition for annexation of their lands or that the Village should be precluded from annexing those lands. There is no logical link of any kind between alleged Medicare and Medicaid fraud and annexation. Rather, this is *ad hominem* an attack on the Hasidic community generally. No doubt there are some people in every ethnic group and community who illegally collect monies under some government program. However, there are criminal statutes and other enforcement mechanisms to address such illegal activity. Like the illogical linkage to environmental violations, alleged Medicare or Medicaid fraud has nothing to do with annexation. Nothing. The only reason for the linkage is because the annexation opponents do not want the Hasidic community to grow, plain and simple. That is the only explanation for the attempt to tar the proposed annexation with

²⁸ Nathan Mayberg, “Annexation Ices Over,” *The Photo News*, March 5, 2015 <http://thephoto-news.com/apps/pbcs.dll/article?AID=/20150305/NEWS01/150309973/Annexation-ices-over>.

²⁹ *Id.*

³⁰ *Id.*

³¹ FGEIS, 3.3-16.

alleged Medicare and Medicaid fraud by unnamed and unspecified members of the Hasidic community. The answer to the opponents' concerns are for them to identify those who they believe are committing fraud and report them to the proper authorities for investigation and prosecution if a violation of law is occurring. The answer is not to stigmatize the annexation petitioners and disqualify them from the ability to propose annexation under the New York State Municipal Annexation Law for purported unlawful acts that are neither germane to annexation and that none of the petitioners are even alleged to have committed.

The comments submitted by County Executive Steven Neuhaus on behalf of Orange County, which suggest that the annexations are not in the public interest of Orange County due to their impact on "social services costs," are unavailing.³² In fact, the County Executive's own comment letter undercuts this claim. Nowhere does the County Executive identify any impacts of the annexation itself on social services costs. Rather, the County Executive simply makes the observation that as population grows, so too might social services expenditures.³³ This self-evident statement is hardly a revelation. As confirmed in the FGEIS, population is projected to increase regardless of whether the annexation is approved.³⁴ Like the arguments of the annexation opponents referenced above, the argument is not against annexation but against the Hasidic community having children and their community growing within Orange County. Every community has the right to have children and grow. One can only imagine the reaction that would be engendered if people had the temerity to suggest that the African American community should not be allowed to grow and expand because of a disproportionate demand on certain social services that it receives.

³² Steven Neuhaus, *Comment Letter on Behalf of Orange County*, June 10, 2015, 2.

³³ Steven Neuhaus, *Comment Letter on Behalf of Orange County*, June 10, 2015, 6-7.

³⁴ FGEIS, 3.2-3.

Even putting aside the inappropriate nature of the social services “concern,” the County Executive’s submission confirms that even as the Village population grows, there will be no significant impact on social services spending by Orange County. The County Executive’s submission considers three types of social services, Medicaid, the Supplemental Nutrition Assistance Program (“SNAP”), and Department of Mental Health services, and concludes that there will be little to no cost increases for any of the three because the funding sources are not local.³⁵ Whatever the motivation behind the County Executive’s specious claims regarding the annexation’s impacts on social services spending, his own report conclusively demonstrates their falsity.

Others have suggested that a problem will arise if the annexation is approved because an annexation would not necessarily change the boundaries of the Kiryas Joel and Monroe-Woodbury Central School Districts. The apparent fear is that the Monroe-Woodbury Central School District, would contain an increasing number of Hasidic voters who would send their children to private religious schools and would elect school board members who would cut the Monroe-Woodbury Central School District budget in order to reduce taxes. These concerns apparently arise from the situation in East Ramapo. However, the circumstances are not analogous. Unlike East Ramapo, Kiryas Joel has its own school district, which by law is required to be coincident with the boundaries of the Village. Thus, following annexation, in order to comply with the law, the boundaries of Kiryas Joel School District and the Monroe-Woodbury Central School District would be adjusted so that the lands to be annexed would be within the Kiryas Joel School District.

Indeed, no one has spoken against such a school district boundary adjustment. The annexation opponents certainly want it as does the Monroe-Woodbury Central School District. Most importantly, the Superintendent of the Kiryas Joel Public School and the Kiryas Joel School

³⁵ Steven Neuhaus, *Comment Letter on Behalf of Orange County*, June 10, 2015, 7.

Board have all expressed clear, written support for amending the school district boundary if the annexation is approved.³⁶

V. The Annexation Opponents' Procedural Objections are Meritless

Additionally, the annexation opponents' claims of procedural infirmities in the annexation petitions are unavailing. As a starting point, some commenters have questioned whether the correct assessed values were used for the 507-acre annexation petition.³⁷ However, the Town Assessor of the Town of Monroe has certified that the correct assessed values were used.³⁸

Additionally, some commenters have questioned whether the petition adequately describes the territory proposed for annexation in the 507-acre annexation petition.³⁹ These complaints are unavailing. To start, Exhibit A sets forth a legal metes-and-bounds description of the territory to be annexed, which itself wholly adequate.⁴⁰ In addition,, Exhibit B, which includes almost 300 pages, provides an additional level of detail which far exceeds that required under the Municipal Annexation Law.⁴¹ Exhibit B has two principal components: 1) a map depicting every single parcel proposed for annexation, and identifying them by S.B.L. number; and 2) Property Description Reports, retrieved from official Orange County records, for every single parcel proposed for annexation. The Property Description Reports provide significant additional information, including the street address of the property, its owners, and the S.B.L. (listed as "Tax Map ID #").⁴²

³⁶ FGEIS, Appendix I, "Resolution Adopted by the Board of Education of the Kiryas Joel Union Free School District," May 13, 2014; Joel Petlin, *Comment Letter on Behalf of the Kiryas Joel Union Free School District*, June 17, 2015.

³⁷ John W. Furst, *Comment Letter on Behalf of the Town of Woodbury*, June 10, 2015, 7.

³⁸ Exhibit C to the Petition for Annexation of 507 Acres from the Town of Woodbury to the Village of Kiryas Joel.

³⁹ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 2-4.

⁴⁰ Exhibit A to the Petition for Annexation of 507 Acres from the Town of Woodbury to the Village of Kiryas Joel.

⁴¹ Exhibit B to the Petition for Annexation of 507 Acres from the Town of Woodbury to the Village of Kiryas Joel.

⁴² *Id.*

The Monroe-Woodbury Central School District (“MWCS D”) raised several other miscellaneous issues. First, MWCS D claims that the hand-written alterations to the petition “undermine” the veracity of the petition and such that the petition must be “invalidated.”⁴³ This claim is baseless, as there is no rule against amending a petition by hand, and, in any event, a witness authenticated the veracity of every single signature on the petition. MWCS D also notes that on pages 10 and 19 of the signatures section for the 507-acre petition, there is a clerical error in which the number of signatures which appear on the page is misdescribed at the bottom of the page.⁴⁴ This error is plainly harmless because it does not affect the calculation of real estate values or whether the signatures are authentic, and the actual number of signatures is plainly visible on the very page itself. The number of signatures on any given page of the petition is without any legal meaning, and was recorded only for ministerial purposes in compiling the petition. MWCS D cannot and does not claim that this means that any of the witnessed signatures are inauthentic, but merely claims, without basis, that this harmless error means that every single valid, witnessed signature on those two pages should be struck.

In spite of such complaints, the law in New York is clear that mere clerical errors or minor technical irregularities will not suffice to invalidate an annexation petition.⁴⁵ MWCS D’s intemperate and unsupported demand must be rejected. Critically, despite MWCS D’s protestations, the central legal requirement concerning the petition is that it must include an authenticated signature for a majority of the assessed real-estate value represented by the parcels

⁴³ Judith Crelin Mayle, *Comment Letter on Behalf of the Monroe-Woodbury Central School District*, June 22, 2015, 2.

⁴⁴ Judith Crelin Mayle, *Comment Letter on Behalf of the Monroe-Woodbury Central School District*, June 22, 2015, 5-6.

⁴⁵ See N.Y. Gen. Mun. Law § 705 (McKinney) (providing that boards reviewing an annexation petition must assess whether the petition “*substantially compl[ies]* in form or content with the provisions of this article.”) (emphasis added); *Skidmore Coll. v. Cline*, 58 Misc. 2d 582, 585 (N.Y. Sup. Ct.) *aff’d*, 32 A.D.2d 985 (N.Y. App. Div. 1969) (ordering town board to find that annexation “substantially complies with the provisions of Article 17 of the General Municipal Law” despite minor technical irregularities); *Mitrus v. Nichols*, 171 Misc. 869, 870 (N.Y. Sup. Ct. 1939) (“The mistake [in the annexation petition] was not fatal. It was at most a technical irregularity. That it may be disregarded is clear.”).

proposed for annexation. The petition clearly meets this standard, and MWCSD’s attempt to “flyspeck” the petition and manufacture controversy out of a handful of purported scrivener’s errors is without merit.

Some commenters have also questioned whether valid signatures have been obtained for certain parcels proposed for annexation in the annexation petitions or raised certain other parcel-specific questions. As demonstrated in the tables below, in each instance, these claims manifestly lack merit, and the signature recorded for each parcel is indeed a qualified and valid signature for that parcel. *See* “Table I. The 507-Acre Petition,” and “Table II. The 164-Acre Petition.”

Table I. The 507-Acre Petition

S.B.L.	Comment	Commenter	Response
1-1-24	As reflected in Orange County records, the first name of the parcel owner is “Goldie,” while the first name of the parcel owner is typed out on the petition as “Goldy.”	Furst Letter, Exhibit A. ⁴⁶	As shown on the Property Description Report for S.B.L. 1-1-24 (found in Annex. Pet., Ex. B, Annexation Map Report (1)), the correct first name of the property owner is Goldie. The signature on the Annexation Petition matches the name of property owner exactly, “Goldie Friedman.” The typed name on the Annexation Petition of “Goldy” is a minor typographical scrivener’s error and does not affect the validity of the signature.
1-1-26.1	As reflected in Orange County records, the owner of the parcel is Emes 1 LLC, while the parcel owner is identified as “Isidor Landau” on the petition.	Furst Letter, Exhibit A.	As shown on the Property Description Report for S.B.L. 1-1-26.1 (found in Annex. Pet., Ex. B, Annexation Map Report (1)), the owner of the property is Emes 1 LLC. Due to a clerical error, the signer of the Annexation Petition was listed as the owner instead of the entity on whose behalf he was signing. As set forth in Paragraph 5 of the Annexation Petition, Isidor Landau affirmed that by signing the Annexation Petition, he was authorized to sign on behalf of the corporate property owner. In the accompanying Affidavit of Isidor Landau, he affirms that he was signing the Annexation Petition on behalf of the corporate property owner, that he was authorized to do so, and that the corporate property owner Emes 1 LLC has and does petition

⁴⁶ John W. Furst, *Comment Letter on Behalf of the Town of Woodbury*, June 10, 2015.

			for annexation of its property into the Village of Kiryas Joel. ⁴⁷
1-1-39	As reflected in Orange County records, the owner of the parcel is “Port Orange Holdings LLC,” while the parcel owner is identified as “Port Orange Holdings” in the petition.	Furst Letter, Exhibit A.	As shown on the Property Description Report for S.B.L. 1-1-39 (found in Annex. Pet., Ex. B, Annexation Map Report (1)), the owner of the parcel is Port Orange Holdings LLC. Due to a clerical scrivener’s error, “LLC” was left off the typed name of the property owner. As set forth in Paragraph 5 of the Annexation Petition, Isidor Landau affirmed that by signing the Annexation Petition, he was authorized to sign on behalf of the corporate property owner. In the accompanying Affidavit of Isidor Landau, he affirms that he was signing the Annexation Petition on behalf of the corporate property owner, that he was authorized to do so, and that the property owner Port Orange Holdings LLC has and does petition for annexation of its property into the Village of Kiryas Joel.
1-1-52	There is no assessed value listed for this parcel nor does it appear in Exhibit C.	Mayle Letter, 4.	This comment is erroneous. This parcel does have an assessed value and does appear on the list of assessed values certified by the Town of Monroe Tax Assessor in Exhibit C to the Annexation Petition.
1-2-8.222	The owner of record for this parcel is identified on the petition as “Beth Freund,” but the signatory is identified as “Leopold Freund.”	Furst Letter, Exhibit A.	The commenter appears to assume that “Beth Freund” is a natural person. That is erroneous as Beth Freund is a religious congregation. As set forth in Paragraph 5 of the Annexation Petition, the signatory, Leopold Freund, affirms that he is authorized to sign on behalf of the religious organization which is the property owner.
1-2-8.11	As reflected in Orange County records, the owners of the parcel are “Pincus J. Strulovitch,” and “Lillian Strulovitch,” while the petition shows “Joseph Strulovitch” as a signer.	Furst Letter, Exhibit A;	For this parcel, the Annexation Petition contains the signature of the property owner without a typed identification of the signer. The property owner signed the Annexation Petition. The accompanying Affidavit of Joseph Strulovitch confirms that he is also known as Pincus J. Strulovitch and is an owner of the property.
1-2-8.11	As reflected in Orange County records, the owners of the parcel are	Mayle Letter, 3.	The person signing the Annexation Petition was authorized to sign on behalf of all owners. <i>See</i> Affidavit of Joseph Strulovitch. The non-signing co-owner has confirmed that

⁴⁷ Under New York law, it is well-settled that a corporation may, by means of an authorized representative, sign an annexation petition. *Skidmore Coll. v. Cline*, 58 Misc. 2d 582, 584 (N.Y. Sup. Ct.) *aff’d*, 32 A.D.2d 985 (N.Y. App. Div. 1969) (rejecting challenge to annexation petition signatures where authorized representatives signed petition on behalf of a corporation).

	“Pincus J. Strulovitch,” and “Lillian Strulovitch,” but the petition shows only one signature, and both co-owners are required to sign.		authorization and ratified the inclusion of the property in the Annexation Petition. <i>See</i> Affidavit of Lilian Strulovitch.
1-2-13	The petition contains no signature associated with this parcel.	Furst Letter, Exhibit A.	Under the Municipal Annexation Law, a signature is not required for every parcel proposed to be annexed.
1-2-30.1	As reflected in Orange County records, the owners of the parcel are “Moses Goldberger,” and “Briendel Chavi Goldberger,” but the petition shows only a signature by “Moses Goldberger,” and both co-owners are required to sign.	Mayle Letter, 4.	The person signing the Annexation Petition was authorized to sign on behalf of all owners. <i>See</i> Affidavit of Moses Goldberger. The non-signing co-owner has confirmed that authorization and ratified the inclusion of the property in the Annexation Petition. <i>See</i> Affidavit of Briendel Chavi Goldberger.
1-2-30.7	As reflected in Orange County records, the owner of the parcel is “Koznitz Estates, LLC,” while the parcel owner is identified as “Konitz Estates, LLC” in the petition.	Richmond Letter, 2.	As shown on the Property Description Report for S.B.L. 1-2-30.7 (found in Annex. Pet., Ex. B, Annexation Map Report (2)), the owner of the parcel is Koznitz Estates, LLC. Due to a clerical scrivener’s error, the “z” in Koznitz was omitted from the typed name of the property owner. Although this clerical error is inconsequential and does not invalidate the signature, the accompanying Affidavit of Chaim Tager, affirms that he was signing the Annexation Petition on behalf of the property owner, Koznitz Estates, LLC, that he was authorized to do so, and that the property owner Koznitz Estates, LLC has and does petition for annexation of its property into the Village of Kiryas Joel.
1-2-32.12	The record owner of this parcel is “Yisorel Cong Bais,” not “Bais Yisroel Cong.” as listed on the petition.	Mayle Letter, 5.	This comment is erroneous. The property owner is Bais Yisroel Congregation, as shown in the deed for the property submitted herewith.
1-2-32.12	“Bias Yisroel Congregation,” listed as owner of the parcel, is allegedly not an active or inactive corporation or	Richmond Letter, 2	Under the Municipal Annexation Law, the owner of a parcel need not be demonstrated to be an active or inactive corporation or business entity in New York State, but only to be the actual owner of the parcel. There is no dispute as to ownership.

	business entity in New York State.		
1-3-12	The signatures for SBL 1-3-12 and SBL 1-2-8.11 appear to be the same. However, the owner of record for each parcel is different.	Furst Letter, Exhibit A; Mayle Letter, 3.	The two signatures are from the same person and that person was authorized to sign on behalf of the record owners for each parcel. As stated in Paragraph 5 of the Annexation Petition, Joseph Strulovitch, has affirmed that he is authorized to sign on behalf of Joseph Stulovitch 1, LLC, which is correctly listed in the Annexation Petition as the owner of the parcel.
1-3-14.21	“Elozer Gruber” is listed as the signatory for this parcel. However, two corporations (Amazon Rlty Assoc Inc and Burdock Rlty Assoc Inc) are listed as owners of record for this parcel, and it is not clear which Elozer Gruber is signing on behalf of.	Furst Letter, Exhibit A; Richmond Letter, 2; Mayle Letter, 5.	As stated in Paragraph 5 of the Annexation Petition, Elozer Gruber affirms that he is authorized to sign on behalf of the corporate property owners, Amazon Rlty Assoc Inc and Burdock Rlty Assoc Inc., both of whom are listed on the Annexation Petition as the owners of the property in question.
1-3-15	“Elozer Gruber” is listed as the signatory for this parcel. However, two corporations (Amazon Rlty Assoc Inc and Burdock Rlty Assoc Inc) are listed as owners of record for this parcel, and it is not clear which Elozer Gruber is signing on behalf of.	Furst Letter, Exhibit A; Richmond Letter, 2; Mayle Letter, 5.	Same as prior response.
1-3-40	“Elozer Gruber” is listed as the signatory for this parcel. However, two corporations (Amazon Rlty Assoc Inc and Burdock Rlty Assoc Inc) are listed as owners of record for this parcel, and it is not clear which Elozer Gruber is signing on behalf of.	Furst Letter, Exhibit A; Richmond Letter, 2.	Same as prior response.

43-1-11	Whether this parcel is included in the annexation petition. This parcel is included in Exhibit A, but not in Exhibit B or Exhibit C.	Richmond Letter, 4.	This parcel is not and was never included in the Annexation Petition itself and is erroneously included in Exhibit B.
43-1-12	The listed owner of record is “Atkins Brothers Inc.” is allegedly not an active or inactive business entity in New York State.	Richmond Letter, 2.	The name of the property owner on the deed is Atkins Bros LLC, a copy of which is submitted herewith. However, as confirmed in Affidavit of Elozer Gruber, the correct name of the property owner is Atkins Brothers Associates, LLC. Attached is confirmation from the records of the New York State Department of State, Division of Corporations that Atkins Brothers Associates LLC is an active business corporation.
43-1-15	Whether this parcel is included in the annexation petition. This parcel is listed in Exhibit B and C, but not identified by SBL in Exhibit A.	Richmond Letter, 3.	This parcel is included in the Annexation Petition. It is listed in Exhibits B and C to the Annexation Petition. Due to a clerical error it was not identified by section, block and lot in Exhibit A to the Annexation Petition. Nevertheless, it is within the area proposed to be annexed as it is within the metes-and-bounds legal description of Area VIII(D) as set forth in the Annexation Territory Description included within Exhibit A of the Annexation Petition.
43-3-1	Whether parcel by this SBL number was subsequently subdivided and whether this affects assessed value; Whether it matters that former co-owners’ signatures are included on the petition	Mayle Letter, 6.	This parcel was subdivided into 59-2-1.1, 59-2-1.2, and 59-2-1.3 after the most recent annual town tax roll release. This subdivision is noted in Exhibit B. Subdivision of the parcel does not affect its assessed value, and the assessor certified that the value as listed on the Annexation Petition. Additional signatures by former co-owners do not render the Annexation Petition defective in any way.
43-3-3	Orange County records list one of the co-owners as “Ester Arnstein,” but the petition lists a signature for this parcel which is labelled as the signature of “Esther Arnstein”	Furst Letter, Exhibit A.	The inclusion of an extra “h” in the first name of the property owner is an inconsequential clerical scrivener’s error which has no effect on the legal sufficiency of the Annexation Petition in respect of the parcel in question.
43-5-3.2	Orange County records list the owners of this parcel as Henry Weinstock and Chana Weinstock, but only the	Furst Letter, Exhibit A; Mayle Letter, 2.	The person signing the Annexation Petition was authorized to sign on behalf of all owners. <i>See</i> Affidavit of Henry Weinstock. The non-signing co-owner has confirmed that authorization and ratified the inclusion of the property in the Annexation Petition. <i>See</i> Affidavit of Chana Weinstock.

	signature of Henry Weinstock appears on the petition		
43-5-6	Orange County records reflect that “257 Mountainville Trust” is the owner of this parcel, but the petition lists “257 Mountainville Trust/Erwin Landau Tr.” as the owners, and Erwin Landau is listed as the signatory	Furst Letter, Exhibit A.	This comment is mistaken. The Annexation Petition is correct and matches the Property Description Report for this parcel (found in Annex. Pet., Ex. B., Annexation Map Report (5)). As set forth in Paragraph 5 of the Annexation Petition, Erwin Landau affirms that he is authorized to sign on behalf of the entities which own the property in question.
56-1-1.1	Whether the signature of the owner for this parcel is authentic; The signatory and the witness are listed as the same person, Simon Gelb.	Mayle Letter, 4.	Simon Gelb’s signature for this parcel as owner is authentic and was witnessed by notary public Yoel Mittelman. See Affidavit of Simon Gelb and Affidavit of Yoel Mittelman.
63-1-1.2	Orange County records list “Hannah Perlstein” as owner of this parcel, but the petition lists “Hana Perlstein” as the signatory for the parcel.	Furst Letter, Exhibit A.	The signature on the Annexation Petition is correct and exactly matches the name of the owner of the property as listed in the Orange County Records (found in Annex. Pet., Ex. B., Annexation Map Report ()). The clerical error in typing the first name of the signatory does not affect the legality or sufficiency of the Annexation Petition as to this property or the fact that the signature exactly matches the property owner’s name.
65-1-25	Orange County records reflect that the parcel is owned by “Joel Brach” and “Helen Brach,” but the petition bears only the signature of “Joel Brach” and lists only “Joel Brach” as owner	Furst Letter, Exhibit A; Mayle Letter, 3.	The person signing the Annexation Petition was authorized to sign on behalf of all owners. See Affidavit of Joel Brach. The non-signing co-owner has confirmed that authorization and ratified the inclusion of the property in the Annexation Petition. See Affidavit of Helen Brach.
66-1-1.-1	Orange County records reflect that “282 Mountainville Drive, LLC” as the owner of this parcel. However, the petition lists “Joel Reisman” as owner, and	Furst Letter, Exhibit A.	This comment is erroneous. The Annexation Petition lists 282 Mountainville Drive, LLC as owner, and Paula Reisman as signatory on behalf of the corporate owner. As stated in Paragraph 5 of the Annexation Petition, Paula Reisman affirms that she is authorized to sign on behalf of the corporate property owner, 282 Mountainville Drive, LLC.

	“Paula Reisman” as signatory		
66-1-1.-2	Orange County records reflect that “282 Mountainville Trust” is the owner of this parcel, however on the petition, “Joel Reisman” is listed as the owner and signatory.	Furst Letter, Exhibit A.	This comment is erroneous. As indicated in the Property Description Report for this parcel (found in Annex. Pet., Ex. B, Property Map Report (11)), Joel Reisman is listed as the owner of this parcel.

Table II. The 164-Acre Petition

S.B.L.	Purported Issue	Commenter	Response
1-2-1	This parcel is included in Exhibit A, but not in Exhibit C. Is this parcel included in the annexation petition?	Richmond Letter, 5.	The comment is mistaken as to whether this parcel is included in Exhibit C - it is included under both the old 1-2-1 SBL for the parcel as well as new 65-1-32 SBL. As indicated on the map appearing at the beginning of Exhibit B, this parcel has been re-designated as 65-1-32. A Property Description Report for this parcel is also included in Exhibit B (bearing the former SBL, 1-2-1, as Orange County records have not been fully updated).
1-3-14.21	“Elozer Gruber” is listed as the signatory for this parcel. However, two corporations (Amazon Rlty Assoc Inc and Burdock Rlty Assoc Inc) are listed as owners of record for this parcel, and it is not clear which Elozer Gruber is signing on behalf of.	Furst Letter, Exhibit D; Richmond Letter, 4.	See response above for this same parcel number.
1-3-15	“Elozer Gruber” is listed as the signatory for this parcel. However, two corporations (Amazon Rlty Assoc Inc and Burdock Rlty Assoc Inc) are listed as owners of record for this parcel, and it is not clear which	Furst Letter, Exhibit D; Richmond Letter, 4.	See response above for this same parcel number.

	Elozer Gruber is signing on behalf of.		
1-3-40	“Elozer Gruber” is listed as the signatory for this parcel. However, two corporations (Amazon Rlty Assoc Inc and Burdock Rlty Assoc Inc) are listed as owners of record for this parcel, and it is not clear which Elozer Gruber is signing on behalf of.	Furst Letter, Exhibit D; Richmond Letter, 4.	See response above for this same parcel number.
1-2-8.11	As reflected in Orange County records, the owners of the parcel are “Pincus J. Strulovitch,” and “Lillian Strulovitch,” but the petition shows only one signature, and both co-owners are required to sign.	Furst Letter, Exhibit D.	See response above for this same parcel number.
1-3-1.3	Orange County records reflect four owners, while the petition only bears the signatures of three owners	Furst Letter, Exhibit D; Richmond Letter, 4; Mayle Letter, 7.	As stated in Paragraph 5 of the Annexation Petition, Elimelech Schwartz affirms that he is authorized to sign on behalf of the corporate property owner, the AES 11-07 Trust.
1-2-8.222	The owner of record for this parcel is identified on the petition as “Beth Freund,” but the signatory is identified as “Leopold Freund.”	Furst Letter, Exhibit D.	See response above for this same parcel number.
65-1-32	The owner of record listed on the petition, “Upscale 4 Homes Corp.” is allegedly not an active or inactive business entity in New York State.	Richmond Letter, 4.	The name of the property owner is listed incorrectly due to a clerical error in the records of Orange County. The correct property owner name as Upscale Y Homes Corp., as shown on the deed for the property which is submitted herewith. Upscale Y Homes Corp. is an active domestic business corporation according to records of the New York State Department of State, Division of Corporations which is submitted herewith.

65-1-32	Whether parcel with this SBL exists in Orange County	Mayle Letter, 7	At the time the Annexation Petition was filed, SBL 65-1-32 was an existing lot. Since the filing of the Annexation Petition, SBL was divided into two lots, SBL 65-1-32.1 and 65-1-32.2, owned by Upscale Y Homes Corp.
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VI. The Annexation Opponents’ Substantive Objections are Meritless

Opponents of the annexation have also raised a variety of substantive objections, all of which are unavailing. To start, a comment letter submitted on behalf of United Monroe claims that the annexation is not in the public interest because it “would cause an unconstitutional result” by violating the Establishment Clause of the U.S. Constitution, which forbids government establishment of a religion.⁴⁸ In order to prove that a facially-neutral government action violates the Establishment Clause, one “must be able to show the absence of a neutral, secular basis” for the action.⁴⁹ However, the annexation proposed here is clearly based on secular objectives, such as facilitating the provision of local government services.

United Monroe seeks to support its baseless constitutional claim with a U.S. Supreme Court case that held unconstitutional a state statute creating a separate school district for the Village of Kiryas Joel.⁵⁰ This case is inapplicable for several reasons. To start, it involved a special act of the legislature in creating a school district that “ran uniquely counter to state practice” in both its form and its tension with the general trend of consolidating rather than segmenting school districts,⁵¹ whereas the petition for annexation involves the routine use of a widely available and neutral

⁴⁸ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 6.

⁴⁹ *Gillette v. United States*, 401 U.S. 437, 452 (1971); *see Lemon v. Kurtzman*, 403 U.S. 602, 612-13(1971) (establishing that government actions constitutional if they (1) have a secular purpose, (2) “have a principal or primary effect . . . that neither advances nor inhibits religion,” and (3) do not foster “an excessive government entanglement with religion.”) (citation omitted).

⁵⁰ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 5-6, citing *Bd. of Educ. of Kiryas Joel Vill. Sch. Dist. v. Grumet*, 512 U.S. 687 (1994).

⁵¹ *Id.* at 702 (plurality opinion).

municipal planning process.⁵² Additionally, the Supreme Court was clear that only the school districting (and not the existence of the Village) was under consideration in the case.⁵³ As Justice Anthony Kennedy observed, “We do not confront the constitutionality of the Kiryas Joel village itself, and the formation of the village appears to differ from the formation of the school district [because] the village was formed pursuant to a religion-neutral self-incorporation scheme.”⁵⁴ The annexation, similarly, is provided for under a “religion-neutral” procedure of municipal law, and as such, does not and cannot raise Establishment Clause issues.

Next, United Monroe’s claim that the annexation would cause “voluntary segregation” is equally meritless.⁵⁵ United Monroe observes that the Town Code of the Town of Monroe prohibits members of the Town Board from “discrimin[ating] or caus[ing] voluntary segregation.”⁵⁶ This may be true, but United Monroe’s letter is, puzzlingly, completely bare of any actual argument or evidence for why the annexation would constitute “voluntary segregation.” United Monroe seems to prefer to simply repeat the phrase “voluntary segregation” like an incantation, without any actual evidence to support this specious contention. Moreover, it bears emphasizing that the right to “associate freely with others” is a fundamental right protected by the U.S. Constitution,⁵⁷ and thus to establish that there is unlawful activity occurring United Monroe must go beyond simply pointing to the fact that Kiryas Joel is a tight-knit community whose members wish to live in proximity to each other. United Monroe presents no evidence of any kind of segregation at all or any preclusion of anyone who wants to from living in Kiryas Joel. Annexation itself does not

⁵² See *id.* at 714, 717 (O’Connor, J. concurring in part and concurring in the judgment) (emphasizing Village residents’ “right—a right shared with all other communities, religious or not, throughout New York—to incorporate themselves as a village. . . . There is nothing improper about a legislative intention to accommodate a religious group, so long as it is implemented through generally applicable legislation.”).

⁵³ *Id.* at 729-30 (Kennedy, J. concurring in the judgment).

⁵⁴ *Id.*

⁵⁵ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 6.

⁵⁶ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 6, citing Monroe Town Code § 4-4(J)(1).

⁵⁷ *Nat’l Ass’n for Advancement of Colored People v. State of Ala. ex rel. Patterson*, 357 U.S. 449, 461 (1958).

preclude anyone from living within Kiryas Joel or the territory which is proposed for annexation. Thus, United Monroe's "voluntary segregation" claim is meritless and should be disregarded.

To the extent that other commenters have raised the specter of potential future housing discrimination,⁵⁸ this claim is entirely speculative, as no housing development proposals in the annexation territory are currently under consideration. If there is ever any claim of a violation of housing laws because a person wishes to move in, and is denied the opportunity to do so, there would be a variety of legal means for redress. This hypothetical and speculative concern is not a basis for denying an entire annexation petition, and there is no precedent for doing so on such grounds.

Additionally, United Monroe claims that the shape of the annexation territory is not in the public interest, because it has purportedly "baroque boundaries."⁵⁹ This contention is unavailing. The boundaries of the annexation territory excluded those properties whose owners did not want to be annexed to the Village. If at any time those property owners decide they would like to petition to be annexed to the Village of Kiryas Joel, they are free to do so. Nonetheless, it is important to note that there are several examples of cases where a New York court has taken note of the "irregular" boundaries of a proposed annexation, but nonetheless found that annexation to be in the overall public interest.⁶⁰

United Monroe also argues that the annexation's "goal is to rezone the subject land," which means that the annexation is "not in the public interest."⁶¹ This assertion fails. To start, the primary purpose of the annexation, as discussed in this letter and in many of the comments submitted at the hearing on June 10 2015, is to gain access to Village services. As noted *supra* at 9-10, annexing

⁵⁸ Susan Shapiro, *Comment Letter on Behalf of Preserve Hudson Valley*, June 10, 2015, 2.

⁵⁹ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 7.

⁶⁰ *Bd. of Trustees of Inc. Vill. of Warwick, Orange Cnty. v. Town Bd. of Town of Warwick, Orange Cnty.*, 56 A.D.2d 928, 928, 393 N.Y.S.2d 47, 47-48 (N.Y. App. Div., 2d. Dept. 1977); *Common Council of City of Middletown v. Town Bd. of Town of Wallkill*, 29 A.D.2d 561, 286 N.Y.S.2d 369 (N.Y. App. Div., 2d. Dept. 1967).

⁶¹ Daniel Richmond and Krista Yacovone, *Comment Letter on Behalf of United Monroe*, June 10, 2015, 10-11.

the territory to the Village will mean integration with Village infrastructure such as sidewalks and street lighting, which will dramatically improve pedestrian safety. The Village's emergency services can respond quicker to the annexation territory, and can offer service in both English and Yiddish, whereas the Town of Monroe does not even have its own police department.

United Monroe's claims regarding rezoning and high-density development are completely speculative, as there is no proposed rezoning or development project pending. However, to the extent that multifamily housing may be the preferred future development pattern in order to provide more affordable housing, New York courts have recognized this a "public interest" supporting approval of an annexation.⁶²

As demonstrated above, the annexation opponents' "kitchen sink" approach to opposition collapses under scrutiny. The opponents cannot rebut the significant public benefits the annexation is projected to provide, and they cannot substantiate the miscellaneous speculative objections which they assert.

VII. Conclusion

The proposed annexations are in the overall public interest. Annexation would enable the Village to grow in a rational direction, along its existing boundaries, and would accommodate the natural population growth of the Village into contiguous lands where smart growth, integration into the Village's sidewalks and public transit system, and use of upstate water would all be in the overall public interest.

The proposed annexations would also promote the community's unity of purpose, protect the environment, and optimize access to local government services. These benefits redound to

⁶² *Bd. of Trustees of Vill. of Spring Valley v. Town of Clarkstown*, 292 A.D.2d 450, 451 (N.Y. App. Div., 2d. Dept. 2002) ("[T]he opportunity provided by the proposed annexation to develop the property with affordable multifamily houses would satisfy the needs of a growing segment of the population in the community. Although the property could be developed under existing Town zoning laws, the permissible construction would not satisfy such community needs."); *See also Vill. of Harriman v. Town of Monroe*, 42 A.D.3d 463, 465 (N.Y. App. Div., 2d. Dept. 2007).

stakeholders at the Village, Town, and County levels, and it is indisputable that all benefit from a diverse, inclusive society, from sustainable communities, and from efficient government services. The choice here is not between population growth and no population growth, because population growth is a natural force and a fact of life, but rather between effective and less effective ways of managing that growth. The proposed annexations are in the overall public interest and fosters the kind of unity of purpose which is contemplated by the Municipal Annexation Law. The proposed annexations should be approved.

AFFIDAVIT OF SIMON GELB

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

SIMON GELB deposes and says:

1. This affidavit is submitted to the Village Board of the Village of Kiryas Joel and the Town Board of the Town of Monroe regarding the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “Annexation Petition”). I submit this affidavit based upon my own personal knowledge.


2. I am the owner of the parcel of land known as S.B.L. 56-1-1.1. I signed the Annexation Petition in order to petition for annexation into the Village of Kiryas Joel of S.B.L. 56-1-1.1.

3. My signature on the Annexation Petition is genuine and my signature on the Annexation Petition to petition for annexation into the Village of Kiryas Joel of S.B.L. 56-1-1.1 was affixed in the presence of and witnessed by Yoel Mittelman, as affirmed in Mr. Mittelman’s accompanying affidavit.

4. I hereby reaffirm my petition to annex S.B.L. 56-1-1.1 into the Village of Kiryas Joel.


SIMON GELB

Subscribed and affirmed before me
this 3/day of August 2015



Notary Public of the State of New York

ARON SCHREIBER
Notary Public, State of New York
No. 01SC6219044
Qualified in Orange County
Commission Expires March 22, 2018

AFFIDAVIT OF YOEL MITTELMAN

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

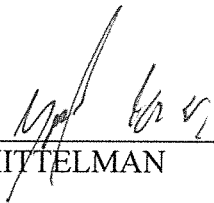
YOEL MITTELMAN deposes and says:

1. This affidavit is submitted to the Village Board of the Village of Kiryas Joel and the Town Board of the Town of Monroe regarding the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the "Annexation Petition"). I submit this affidavit based upon my own personal knowledge.

2. I am a New York State Notary Public qualified in Orange County.


3. I personally witnessed Simon Gelb, a person known to me, place his signature on the Annexation Petition to petition for annexation into the Village of Kiryas Joel the parcel of land known as S.B.L. 56-1-1.1.

4. I hereby affirm that his signature on the Annexation Petition petitioning for annexation of the aforementioned parcel is authentic and valid.



YOEL MITTELMAN

Subscribed and affirmed before me
this 3 day of August 2015



Notary Public of the State of New York

ARON SCHREIBER
Notary Public, State of New York
No. 01SC6219044
Qualified in Orange County
Commission Expires March 22, 2018

AFFIDAVIT OF MOSES GOLDBERGER

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

MOSES GOLDBERGER deposes and says:

1. This affidavit is submitted to the Village Board of the Village of Kiryas Joel and the Town Board of the Town of Monroe regarding the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the "Annexation Petition"). I submit this affidavit based upon my own personal knowledge.

2. I signed the Annexation Petition in order to petition for annexation into the Village of Kiryas Joel of certain real property known as S.B.L. 1-2-30.1. I signed the Annexation Petition on my behalf, as well as on behalf of the co-owner of S.B.L. 1-2-30.1, who is my wife Briendel Chavi Goldberger. I was authorized by Briendel Chavi Goldberger to sign the Annexation Petition in order to petition for the annexation of S.B.L. 1-2-30.1 into the Village of Kiryas Joel.

3. I further confirm that at the time I executed the Annexation Petition, my wife had consented to our petitioning for annexation of the aforementioned parcel into the Village of Kiryas Joel and she had authorized me to sign the Annexation Petition for both of us. She never revoked her consent to our petitioning for annexation and in her accompanying affidavit she ratifies my signature of the Annexation Petition on her behalf.



MOSES GOLDBERGER

Subscribed and affirmed before me
this 31 day of ~~August~~ 2015

Notary Public of the State of New York

JOEL MERTZ
Notary Public, State of New York
No. 01ME6090135
Qualified in Orange County
Commission Expires April 7, 2019

AFFIDAVIT OF CHAVI BRIENDEL GOLDBERGER

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

CHAVI BRIENDEL GOLDBERGER deposes and says:

1. This affidavit is submitted to the Village Board of the Village of Kiryas Joel and the Town Board of the Town of Monroe regarding the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the "Annexation Petition"). I submit this affidavit based upon my own personal knowledge.

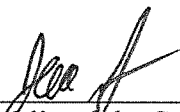
2. I co-own the parcel of land known as S.B.L. 1-2-30.1 with my husband, Moses Goldberger.

3. I authorized Moses Goldberger to sign the Annexation Petition on my behalf and petition for the annexation of the S.B.L. 1-2-30.1 into the Village of Kiryas Joel. I never revoked my consent and my husband's signing of the Annexation Petition was undertaken with my knowledge and consent.

4. I hereby reaffirm that I ratify his signature on the Annexation Petition for S.B.L. 1-2-30.1, and reaffirm that I desire to petition for the annexation of our property into the Village of Kiryas Joel.


CHAVI BRIENDEL GOLDBERGER

Subscribed and affirmed before me
this 31 day of August 2015



Notary Public of the State of New York
JOEL MERTZ
Notary Public, State of New York
No. 01ME6090135
Qualified in Orange County
Commission Expires April 7, 2019

AFFIDAVIT OF JOSEPH STRULOVITCH

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

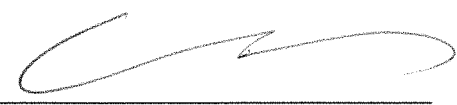
JOSEPH STRULOVITCH deposes and says:

1. This affidavit concerns the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “507-Acre Annexation Petition”) and the pending petition for the annexation of approximately 164 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “164-Acre Annexation Petition”) (together, the “Annexation Petitions”).

2. I signed the Annexation Petitions as an owner of the parcel of land known as S.B.L. 1-2-8.11 and petitioned for its annexation from the Town of Monroe to the Village of Kiryas Joel.

3. I co-own this parcel of land with my wife, Lillian Strulovitch.

4. At the time I signed the Annexation Petitions, my wife had consented to our petitioning for annexation of the aforementioned parcel into the Village of Kiryas Joel and she had authorized me to sign the Annexation Petitions for both of us. She never revoked her consent to our petitioning for annexation and in her accompanying affidavit she ratifies my signature of the Annexation Petitions on her behalf.



Signature

Subscribed and sworn to before me
this 31 day of August 2015



Notary Public of the State of New York

JOEL MERTZ
Notary Public, State of New York
No. 01ME6090135
Qualified in Orange County
Commission Expires April 7, 2019

FIDAVIT OF LILLIAN STRULOVITCH

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

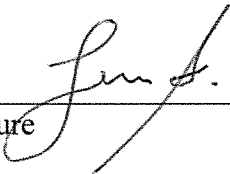
LILLIAN STRULOVITCH deposes and says:

1. This affidavit concerns the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “507-Acre Annexation Petition”) and the pending petition for the annexation of approximately 164 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “164-Acre Annexation Petition”) (together, the “Annexation Petitions”).

2. I co-own the parcel of land known as S.B.L. 1-2-8.11 with my husband, Joseph Strulovitch.

3. I authorized Joseph Strulovitch to sign the Annexation Petitions on my behalf and petition for the annexation of the aforementioned parcel to the Village of Kiryas Joel. I never revoked my consent and my husband’s signing of the Annexation Petitions was undertaken with my knowledge and consent.

4. I hereby reaffirm that I ratify his signature on the Annexation Petitions for S.B.L. 1-2-8.11, and reaffirm that I desire to petition for the annexation of our property into the Village of Kiryas Joel.

Signature 

Subscribed and sworn to before me
this 31 day of August 2015

Notary Public of the State of New York

JOEL MERTZ
Notary Public, State of New York
No. 01ME6090135
Qualified in Orange County
Commission Expires April 7, 2019

AFFIDAVIT OF CHAIM TAGER

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

CHAIM TAGER deposes and says:

1. This affidavit is submitted to the Village Board of the Village of Kiryas Joel and the Town Board of the Town of Monroe regarding the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “Annexation Petition”). I submit this affidavit based upon my own personal knowledge.

2. I signed the Annexation Petition in order to petition for annexation into the Village of Kiryas Joel of certain real property known as S.B.L. 1-2-30.7. I signed the Annexation Petition on behalf of the owner of S.B.L. 1-2-30.7 which is Koznitz Estates, LLC. I was authorized by Koznitz Estates, LLC to sign the Annexation Petition in order to petition for the annexation of S.B.L. 1-2-30.7 into the Village of Kiryas Joel.

3. I did not realize at the time I signed the Annexation Petition that it misspelled Koznitz Estates, LLC as Konitz Estates, LLC. In fact, I signed the Annexation Petition on behalf of the corporate owner, Koznitz Estates, LLC and was authorized to do so. I note that in Paragraph 5 of the Annexation Petition it states that by signing, I represented that I was authorized to sign the Annexation Petition on behalf of the corporate owner. That paragraph applies to me. I was authorized to sign the Annexation Petition by the owner of the property, Koznitz Estates, LLC.

4. I am further authorized to confirm at all times material hereto, commencing from the time the Annexation Petition was executed, Koznitz Estates, LLC has desired to have its

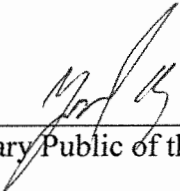
property annexed into the Village of Kiryas Joel and has authorized me to execute the Annexation Petition and any other documents needed to effectuate the annexation.

5. The omission of the letter “z” from “Koznitz” in the Annexation Petition was a minor clerical error, nothing more.


CHAIM TAGER

Subscribed and affirmed before me
this 31 day of August 2015

YOEL MITTELMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6124847
Qualified in Orange County
My Commission Expires April 04, 2017



Notary Public of the State of New York

AFFIDAVIT OF ISIDOR LANDAU

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

ISIDOR LANDAU deposes and says:

1. This affidavit is submitted to the Village Board of the Village of Kiryas Joel and the Town Board of the Town of Monroe regarding the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “Annexation Petition”). I submit this affidavit based upon my own personal knowledge.

2. I signed the Annexation Petition in order to petition for annexation into the Village of Kiryas Joel of certain real property known as S.B.L. 1-1-26.1. I signed the Annexation Petition on behalf of the owner Emes 1, LLC. I was authorized by Emes 1, LLC to sign the Annexation Petition in order petition for the annexation of S.B.L. 1-1-26.1 into the Village of Kiryas Joel.

3. I did not realize at the time I signed the Annexation Petition that it appeared to list me, personally, as the owner of S.B.L. 1-1-26.1. In fact, I signed the Annexation Petition on behalf of the corporate owner, Emes 1, LLC and was authorized to do so. I note that in Paragraph 5 of the Annexation Petition it states that by signing, I represented that I was authorized to sign the Annexation Petition on behalf of the corporate owner. That paragraph applies to me. I was authorized to sign the Annexation Petition by the owner of the property, Emes 1, LLC.

4. I am further authorized to confirm at all times material hereto, commencing from the time the Annexation Petition was executed, Emes 1, LLC has desired to have its property

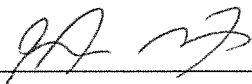
annexed into the Village of Kiryas Joel and has authorized me to execute the Annexation Petition and any other documents needed to effectuate the annexation.

5. I also signed the Annexation Petition in order to petition for annexation into the Village of Kiryas Joel certain real property known as S.B.L. 1-1-39. I signed the Annexation Petition on behalf of the owner of S.B.L. 1-1-39 which is Port Orange Holdings LLC. I was authorized by Port Orange Holdings LLC to sign the Annexation Petition in order to petition for the annexation of S.B.L. 1-1-39 into the Village of Kiryas Joel.

6. I did not realize at the time I signed the Annexation Petition that the acronym "LLC" was omitted from the corporate name of the owner of S.B.L. 1-1-39. In fact, I signed the Annexation Petition on behalf of the corporate owner, Port Orange Holdings LLC and was authorized to do so. I note that in Paragraph 5 of the Annexation Petition it states that by signing, I represented that I was authorized to sign the Annexation Petition on behalf of the corporate owner. That paragraph applies to me. I was authorized to sign the Annexation Petition by the owner of the property, S.B.L. 1-1-39, Port Orange Holdings LLC.

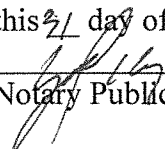
7. I am further authorized to confirm at all times material hereto, commencing from the time the Annexation Petition was executed, Port Orange Holdings LLC has desired to have its property, S.B.L. 1-1-39, annexed into the Village of Kiryas Joel and has authorized me to execute the Annexation Petition and any other documents needed to effectuate the annexation.

8. The omission of "LLC" from the Annexation Petition was a minor clerical error, nothing more.



ISIDOR LANDAU

Subscribed and affirmed before me
this 21 day of August 2015


Notary Public of the State of New York

YOEL MITTELMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01M16124847
Qualified in Orange County
My Commission Expires April 04, 2017

AFFIDAVIT OF JOEL BRACH

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

JOEL BRACH deposes and says:

1. This affidavit concerns the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “Annexation Petition”).

2. I signed the Annexation Petition as an owner of the parcel of land known as S.B.L. 65-1-25 and petitioned for its annexation from the Town of Monroe to the Village of Kiryas Joel.

3. I co-own this parcel of land with my wife, Helen Brach.

4. At the time I signed the Annexation Petition, my wife had consented to our petitioning for annexation of the aforementioned parcel into the Village of Kiryas Joel and she had authorized me to sign the Annexation Petition for both of us. She never revoked her consent to our petitioning for annexation and in her accompanying affidavit she ratifies my signature of the Annexation Petition on her behalf.

_____/S/_____
Signature

Subscribed and sworn to before me
this __ day of ____ 2015

Notary Public of the State of New York

AFFIDAVIT OF CHANA WEINSTOCK

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

CHANA WEINSTOCK deposes and says:

1. This affidavit concerns the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “Annexation Petition”).

2. I co-own the parcel of land known as S.B.L. 43-5-3.2 with my husband, Henry Weinstock.

3. I authorized Henry Weinstock to sign the Annexation Petition on my behalf and petition for the annexation of the aforementioned parcel to the Village of Kiryas Joel. I never revoked my consent and my husband’s signing of the Annexation Petition was undertaken with my knowledge and consent.

4. I hereby reaffirm that I ratify his signature on the Annexation Petition for S.B.L. 43-5-3.2, and reaffirm that I desire to petition for the annexation of our property into the Village of Kiryas Joel.

_____/S/_____
Signature

Subscribed and sworn to before me
this __ day of _____ 2015

Notary Public of the State of New York

AFFIDAVIT OF HELEN BRACH

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

HELEN BRACH deposes and says:

1. This affidavit concerns the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “Annexation Petition”).

2. I co-own the parcel of land known as S.B.L. 65-1-25 with my husband, Joel Brach.

3. I authorized Joel Brach to sign the Annexation Petition on my behalf and petition for the annexation of the aforementioned parcel to the Village of Kiryas Joel. I never revoked my consent and my husband’s signing of the Annexation Petition was undertaken with my knowledge and consent.

4. I hereby reaffirm that I ratify his signature on the Annexation Petition for S.B.L. 65-1-25, and reaffirm that I desire to petition for the annexation of our property into the Village of Kiryas Joel.

_____/S/_____
Signature

Subscribed and sworn to before me
this __ day of _____ 2015

Notary Public of the State of New York

AFFIDAVIT OF HENRY WEINSTOCK

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

HENRY WEINSTOCK deposes and says:

1. This affidavit concerns the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “Annexation Petition”).

2. I signed the Annexation Petition as an owner of the parcel of land known as S.B.L. 43-5-3.2 and petitioned for its annexation from the Town of Monroe to the Village of Kiryas Joel.

3. I co-own this parcel of land with my wife, Chana Weinstock.

4. At the time I signed the Annexation Petition, my wife had consented to our petitioning for annexation of the aforementioned parcel into the Village of Kiryas Joel and she had authorized me to sign the Annexation Petition for both of us. She never revoked her consent to our petitioning for annexation and in her accompanying affidavit she ratifies my signature of the Annexation Petition on her behalf.

_____/S/_____
Signature

Subscribed and sworn to before me
this __ day of ____ 2015

Notary Public of the State of New York

AFFIDAVIT OF ELOZER GRUBER

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

ELOZER GRUBER deposes and says:

1. This affidavit concerns the pending petition for the annexation of approximately 507 acres of land from the Town of Monroe to the Village of Kiryas Joel (the “Annexation Petition”).

2. Atkins Bros, LLC is the owner of record for the parcel of land known as S.B.L. 43-1-12. However, the deed is not precisely correct in naming the corporate entity. The actual name of the corporate entity is Atkins Brothers Associates, LLC. The Annexation Petition identifies the owner of that parcel as “Atkins Bros Inc.,” which is how the property is shown in the records of Orange County.

3. I signed the Annexation Petition for S.B.L. 43-1-12 on behalf of Atkins Brothers Associates, Inc., which is referring to Atkins Brothers Associates, LLC.

4. I was authorized by Atkins Brothers Associates, LLC to do so under the name Atkins Bros, Inc.

5. Atkins Brothers Associates, LLC, a/k/a/ Atkins Bros, Inc., has and does petition for the annexation of S.B.L. 43-1-12 in the Village of Kiryas Joel.

_____/S/_____

Signature

Subscribed and sworn to before me
this __ day of _____ 2015

Notary Public of the State of New York

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 6TH day of NOVEMBER, in the year 2008

BETWEEN HAR BEER SHEBA LLC, 1 Lipa Friedman Lane, Unit 302, Monroe, NY 10950
party of the first part, and
UPSCALE 4 HOMES CORP, with an address of 107 Seven Springs Rd, Monroe NY 10950
party of the second part,
WITNESSETH, that the party of the first part, in consideration of

\$10.00 dollars
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, Section 1, Block 2, lot 1, known as 107

Seven Springs Rd, Monroe, NY 10950.

Note commonly described in the Schedule A, attached hereto.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Orange, State of New York.

This transaction being done with 100% shareholder approval and is in the normal course of business.

Being and intended to be the same premises conveyed to Grantor herein by deed dated and recorded

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

HAR BEER SHEBA LLC
By JOSEPH NIEDERMAN, AUTHORIZED SIGNATORY
UPSCALE 4 HOMES CORP.
By JOEL GRUNHUT, AUTHORIZED SIGNATORY

12

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of ORANGE, ss:

On the 6TH day of NOVEMBER in the year 2008, before me, the undersigned, personally appeared JOSEPH NIEDERMAN & YOEL GRUNHUT personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
YACHET LEBOVITS
Notary Public, State of New York
Reg. No. 01LE6101882
Qualified in Kings County
Commission Expires November 17, 2011

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Bargain and Sale Deed
With Covenants

Title No. 97263

TO

THE JUDICIAL TITLE INSURANCE AGENCY LLC
800 WESTCHESTER AVENUE | SUITE S-340
RYE BROOK, NY 10573
914-381-6700

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of , County of , ss:
*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the day of in the year , before me the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION: 1
BLOCK: 2
LOT: 1
COUNTY OR TOWN: ORANGE

RETURN BY MAIL TO:

Yoel Grunhut → YOEL GRUNHUT
107 Seven Springs Rd
Monroe NY 10950

THE JUDICIAL TITLE INSURANCE AGENCY LLC

Title Number: 97263FA-O

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Monroe, Orange County and State of New York, bounded and described as follows:

BEGINNING at the intersection of the northwest line so called and northwesterly line of Orange County Highway No. 44 said northwest line being the boundary line between the Towns of Monroe and Woodbury, said reference point also being the most easterly corner of a 3.2532 acre parcel designated as second lot in deed Barbara Sims Bainbridge to Robert W. Smith and Vernon Newmann, dated October 27, 1959, recorded Orange County Clerk's Office in Liber 1527 page 97;

MSNE RUNNING THENCE south 38 degrees 49 minutes 30 seconds west, 240.00 feet along the northwesterly line of County Road No. 44 to the lands heretofore conveyed to Jack Fullerton and wife;

THENCE along the lands of Fullerton north 51 degrees 10 minutes 30 seconds west, 158.11 feet to the lands now or formerly of St. Andrews (Seven Springs Mountain House);

THENCE north 39 degrees 39 minutes 30 seconds east, 239.39 feet to said division line between the Towns of Monroe and Woodbury;

THENCE along said division line south 51 degrees 24 minutes 30 seconds east, 155.26 feet to the place of BEGINNING.

**FOR
CONVEYANCING
ONLY**

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party in the first part, or, in and to the land lying in the street in front of and adjoining said premises.

Page 1 of 1

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

3

J.J.S. Construction Corp

TO

Congregation Bais Yisroel Congregation

SECTION 1 BLOCK 2 LOT 32.12

RECORD AND RETURN TO:

Milton Tischler, Esq.
132 Stage Road
Monroe, New York 10950

CONTROL NO. 053532 DATE _____ CHECK CASH _____ CHARGE _____

INSTRUMENT TYPE: DEED MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

- BG20 Blooming Grove _____
- CH22 Chester _____
- CO24 Cornwall _____
- CR26 Crawford _____
- DP28 Deerpark _____
- GO30 Goshen _____
- GR32 Greenville _____
- HA34 Hamptonburgh _____
- HI36 Highland _____
- MK38 Minisink _____
- ME40 Monroe
- MY42 Montgomery _____
- MH44 Mount Hope _____
- NT46 Newburgh (T) _____
- NW48 New Windsor _____
- TU50 Tuxedo _____
- WL52 Walkill _____
- WK54 Warwick _____
- WA56 Wawayanda _____
- WO58 Woodbury _____
- MN09 Middletown _____
- NC11 Newburgh _____
- PJ13 Port Jervis _____
- 9999 Hold _____

RECEIVED
\$ 540
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 16 day of Mar 19 87 at 12:06 O'Clock P.M. in Liber 2675 at page 307 and examined.

Marion S. Murphy
County Clerk

Mortgage Amount _____

Exempt Yes _____ No _____

Received Tax on above Mortgage

Basic \$ _____

MTA \$ _____

Spec. Add. \$ _____

TOTAL \$ _____

MARION S. MURPHY
Orange County Clerk

by: _____

MORTGAGE TAX \$ _____

TRANSFER TAX \$ 540-

SERIAL NO. _____

RECORD. FEE \$ 11-

REPORT FORMS \$ 5-

CERT. COPIES \$ _____

LIBER 2675 PG 307

648619 (2)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 13 day of March, nineteen hundred and eighty-seven BETWEEN J.J.S. CONSTRUCTION CORP., doing business at 275 Route 59, Monsey, New York

Town of Monroe
1-2-32.12

party of the first part, and CONGREGATION BAIS YISROEL, 39A Quickway Road, Monroe, New York

CONGREGATION

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Monroe, County of Orange, New York more particularly bounded and described as Lot No. 2 on a map of "Subdivision of T. Mitchell Brundrant, Town of Monroe, Orange County, New York, dated September 14, 1971 as Map No. 2725 filed in the Orange County Clerk's Office on December 10, 1971.

Subject to all covenants, restrictions and easements of record.

This conveyance is in the regular and ordinary course of business of the grantor corporation, and does not constitute all or substantially all of the assets of said corporation.

Being the same premises conveyed to the grantor herein by deed from Samuel Lefkowitz dated 9/30/86 to be simultaneously recorded herewith.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

J.J.S. Construction Corp.

by Joel Schwartz, Pres.

LIBER 2675 PG 303

STATE OF NEW YORK, COUNTY OF

§§§

STATE OF NEW YORK, COUNTY OF

§§§

On the _____ day of _____ 19____, before me personally came

On the _____ day of _____ 19____, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF Orange

§§§

STATE OF NEW YORK, COUNTY OF

§§§

On the 13 day of March 19 87, before me personally came Joel Schwartz to me known, who, being by me duly sworn, did depose and say that he resides at No. MONROE, N.Y.

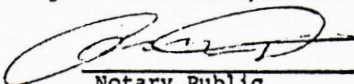
On the _____ day of _____ 19____, before me personally came _____ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the President of J.J.S. Construction Corp.

that he knows _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.



Notary Public
BERNARD E. DAVIS
Notary Public, State of New York
Orange County Clerk's #4509868
Commission Expires March 30, 1987

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

SECTION
BLOCK
LOT
COUNTY OR TOWN

TO

RETURN BY MAIL TO:

Milton Tischler, Esq.
132 Stage Road
Monroe, New York
Zip No. 10950

Reserve this space for use of Recording Office.

LIBER 2675 PG 309

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
 THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

Orange County Sheriff
 TO
 Atkins Bros, LLC

SECTION 43 BLOCK 1 LOT 12

RECORD AND RETURN TO:
 (Name and Address)

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE
 ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
 RECORDED INSTRUMENT ONLY

JACOBOWITZ AND GUBITS, LLP
 COUNSELORS AT LAW
 158 Orange Ave., P O Box 367
 Walden, New York 12586-0367

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

- | | |
|--|--|
| <input type="checkbox"/> 2089 BLOOMING GROVE (TN) | <input type="checkbox"/> 4289 MONTGOMERY (TN) |
| <input type="checkbox"/> 2001 WASHINGTONVILLE (VLG) | <input type="checkbox"/> 4201 MAYBROOK (VLG) |
| <input type="checkbox"/> 2289 CHESTER (TN) | <input type="checkbox"/> 4203 MONTGOMERY (VLG) |
| <input type="checkbox"/> 2201 CHESTER (VLG) | <input type="checkbox"/> 4205 WALDEN (VLG) |
| <input type="checkbox"/> 2489 CORNWALL (TN) | <input type="checkbox"/> 4489 MOUNT HOPE (TN) |
| <input type="checkbox"/> 2401 CORNWALL (VLG) | <input type="checkbox"/> 4401 OTISVILLE (VLG) |
| <input type="checkbox"/> 2600 CRAWFORD (TN) | <input type="checkbox"/> 4600 NEWBURGH (TN) |
| <input type="checkbox"/> 2800 DEERPARK (TN) | <input type="checkbox"/> 4800 NEW WINDSOR (TN) |
| <input type="checkbox"/> 3089 GOSHEN (TN) | <input type="checkbox"/> 5089 TUXEDO (TN) |
| <input type="checkbox"/> 3001 GOSHEN (VLG) | <input type="checkbox"/> 5001 TUXEDO PARK (VLG) |
| <input type="checkbox"/> 3003 FLORIDA (VLG) | <input type="checkbox"/> 5200 WALLKILL (TN) |
| <input type="checkbox"/> 3005 CHESTER (VLG) | <input type="checkbox"/> 5489 WARWICK (TN) |
| <input type="checkbox"/> 3200 GREENVILLE (TN) | <input type="checkbox"/> 5401 FLORIDA (VLG) |
| <input type="checkbox"/> 3489 HAMPTONBURGH (TN) | <input type="checkbox"/> 5403 GREENWOOD LAKE (VLG) |
| <input type="checkbox"/> 3401 MAYBROOK (VLG) | <input type="checkbox"/> 5405 WARWICK (VLG) |
| <input type="checkbox"/> 3689 HIGHLANDS (TN) | <input type="checkbox"/> 5600 WAWAYANDA (TN) |
| <input type="checkbox"/> 3601 HIGHLAND FALLS (VLG) | <input type="checkbox"/> 5889 WOODBURY (TN) |
| <input type="checkbox"/> 3889 MINISINK (TN) | <input type="checkbox"/> 5001 HARRIMAN (VLG) |
| <input type="checkbox"/> 3801 UNIONVILLE (VLG) | |
| <input checked="" type="checkbox"/> 4089 MONROE (TN) | <u>CITIES</u> |
| <input type="checkbox"/> 4001 MONROE (VLG) | <input type="checkbox"/> 0900 MIDDLETOWN |
| <input type="checkbox"/> 4003 HARRIMAN (VLG) | <input type="checkbox"/> 1100 NEWBURGH |
| <input type="checkbox"/> 4005 KIRYAS JOEL (VLG) | <input type="checkbox"/> 1300 PORT JERVIS |
| | <input type="checkbox"/> 9999 HOLD |

NO. PAGES 4 CROSS REF _____
 CERT. COPY _____ AFFT. _____

PAYMENT TYPE: CHECK
 CASH _____
 CHARGE _____
 NO FEE _____

CONSIDERATION \$29,500.00
 TAX EXEMPT _____

MORTGAGE AMT \$ _____
 DATE _____

MORTGAGE TYPE:
 _____ (A) COMMERCIAL
 _____ (B) 1 OR 2 FAMILY
 _____ (C) UNDER \$10,000.
 _____ (E) EXEMPT
 _____ (F) 3 TO 6 UNITS
 _____ (I) NAT.PERSON/CR.UNION
 _____ (J) NAT.PER.CR.UNI OR 2
 _____ (K) CONDO

Donna L. Benson
 DONNA L. BENSON
 Orange County Clerk

RECEIVED FROM: *Jacobowitz & Gubits*

118.00 51700 296

LIBER 5170 PAGE 296
 ORANGE COUNTY CLERKS OFFICE 59502 SLL
 RECORDED/FILED 10/22/1999 03:05:52 PM
 FEES 47.00 EDUCATION FUND 5.00
 SERIAL NUMBER: 002878
 DEED CNTL NO 64700 RE TAX 118.00

SHERIFF'S DEED

THIS INDENTURE, made the 22nd day of September, 1999, between H. Frank Bigger, as Sheriff of County of Orange, in the State of New York, having his principal office at 40 Erie Street in the Village of Goshen, Orange County, New York, party of the first part, and Atkins Bros, LLC, having an address of c/o Ronald J. Cohen, Esq., 40 Matthews Street, Suite 203, Goshen, New York, 10924, party of the second part.

WHEREAS, a certain execution was issued out of the Supreme Court, Orange County, State of New York, on the 8th day of December, 1998, on a judgment entered in the Supreme Court of the State of New York, County of Orange, in an action between Michael Mendelovic, as assignee of Transamerica Commercial Financial Corporation, plaintiff, and against Forty-Seventh Street Photo, Inc., Irving Goldstein and Leah Goldstein, defendants, whose last known address is 1420 55th Street, Brooklyn, New York 11219, and filed with the Clerk of Orange County on the 9th day of December, 1992, in favor of Transamerica Commercial Financial Corporation, Judgment Creditor, for the sum of \$7,194,306.01, as appears by the Judgment roll filed in the Office of the County Clerk, County of Orange; and

WHEREAS, under the terms of the execution, the interest of said Judgment Debtors, Forty-Seventh Street Photo, Inc., Irving Goldstein and Leah Goldstein, the premises hereinafter conveyed and described was subject of, in and to the lien of said judgment and when the execution was so delivered; and

WHEREAS, the said Sheriff, by virtue of and in obedience to the command of said execution, duly sold at public auction on the 22nd day of September, 1999, all the estate, right, title and interest which on the 7th day of June, 1991, or any time thereafter, the said Judgment Debtors, Forty-Seventh Street Photo, Inc., Irving Goldstein and Leah Goldstein, had of, in and to the said premises; having held the sale in the front lobby of the Judicial Wing of the County Center, 255 Main Street, Village of Goshen, County of Orange, New York; having first given notice of the time and place of such sale by advertising, serving and posting the same according to law, at which sale, the premises were struck off to Atkins Bros, LLC, for the sum of (\$29,500.00) Dollars, that being the highest sum bid for the same.

WHEREUPON, the Sheriff of Orange County, after receiving from the said purchaser the sum of money so bid as aforesaid, gave to the said Atkins Bros, LLC, c/o Ronald C. Cohen, ESQ, the proofs of publication, service and posting of the notices of said sale, as directed by law be given.

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NOW, THIS INDENTURE WITNESSETH, that the said party of the first part, by virtue of the said execution and pursuant to the acts in such cases made and provided, and in consideration of the sum of money so bid as aforesaid, to him duly paid, has sold and by these presents does grant and convey to party of the second part, the heirs of successors and assigns forever, all the estate, right, title and interest which the said defendants, Forty-Seventh Street Photo, Inc., Irving Goldstein and Leah Goldstein, had on the 7th day of June, 1991, or at any time afterward, of, in and to:

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the Town of Monroe, County of Orange, and the State of New York, and being bounded and described as follows:

Section 43, Block 1, Lot 12.

Being the same premises described on the Tax Map of the Town Monroe, Orange County, New York, as Section 43, Block 1, Lot 12, and consisting of approximately 1.80 acres more or less, and recorded in the Orange County Book of Deeds in Liber 4817, Page 267.

TO HAVE AND TO HOLD the said above described, granted and surveyed premises unto the said party of the second part, the heirs and successors and assigns forever, as fully and absolutely as the said party of the first part, as Sheriff as aforesaid, can or ought to see and convey the same by virtue of the said execution and the laws relating thereto.

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IN WITNESS WHEREOF, the said H. Frank Bigger, as Sheriff of the County of Orange, in the State of New York, has fully executed this deed the day and year first above written.

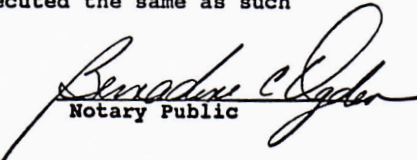
Dated: SEP 22 1999



H. FRANK BIGGER
Sheriff of Orange County

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

On the 22nd day of September, 1999, before me and personally came H. Frank Bigger, to me known, and known to me to be the Sheriff of the County of Orange, and to me known to be the individual described in and who executed the above conveyance, and he acknowledged to me that he executed the same as such Sheriff.



Notary Public

BERMADINE C. OGDEN
Notary Public, State of N.Y.
No. 01065009408
Qualified in Orange County
Commission Expires June 29, 2000

LIBER 5170PG 299

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 27, 2015.

Selected Entity Name: ATKINS BROTHERS ASSOCIATES, LLC
Selected Entity Status Information

Current Entity Name: ATKINS BROTHERS ASSOCIATES, LLC
DOS ID #: 2356258
Initial DOS Filing Date: MARCH 15, 1999
County: ORANGE
Jurisdiction: NEW YORK
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ATKINS BROTHERS ASSOCIATES, LLC
51 FOREST ROAD, SUITE 306
MONROE, NEW YORK, 10950

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
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No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 15, 1999	Actual	ATKINS BROTHERS ASSOCIATES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 27, 2015.

Selected Entity Name: UPSCALE Y HOMES CORP.

Selected Entity Status Information

Current Entity Name: UPSCALE Y HOMES CORP.

DOS ID #: 3740268

Initial DOS Filing Date: NOVEMBER 06, 2008

County: ORANGE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

UPSCALE Y HOMES CORP.
107 SEVEN SPRINGS ROAD
MONROE, NEW YORK, 10950

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not

recorded and only available by [viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
NOV 06, 2008	Actual	UPSCALE Y HOMES CORP.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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