

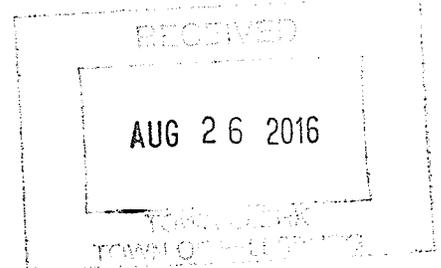


Steven Barshov
Direct Dial: (646) 378-7229
sbarshov@sprlaw.com

August 26, 2016

Via Federal Express and Email

Donna Akerley
Town Clerk
Town of Fallsburg
PO Box 2019
19 Railroad Plaza
South Fallsburg, New York, 12779



Re: *Petition for Relief from Local Law #3 of 2016*

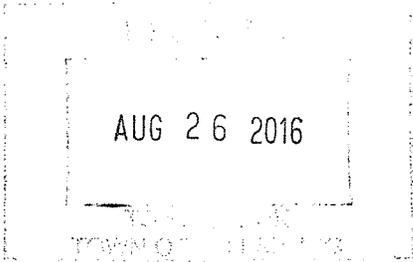
Dear Ms. Akerley and Members of the Town Board:

On behalf of Sullivan County Venture Capital Group, LLC, enclosed please find two copies of a petition for administrative relief from Local Law #3 of 2016, with supporting exhibits. An electronic copy of the petition has also been sent via email.

If you require any additional information, please let me know. I appreciate your consideration and look forward to the public hearing.

Respectfully,


Steven Barshov



TOWN BOARD OF THE TOWN OF FALLSBURG

In the Matter of the Application of
:
:
SULLIVAN COUNTY VENTURE
CAPITAL GROUP, LLC
:
:
For Administrative Relief from Local Law 3 of
2016, "Establishing a Moratorium on Residential
Development Approvals"
:
:
:
:

VERIFIED PETITION OF
SULLIVAN COUNTY VENTURE
CAPITAL GROUP, LLC

Sullivan County Venture Capital Group, LLC ("SCVC"), by and through its attorneys, Sive, Paget & Riesel, P.C., submits this Verified Petition for relief from the residential development moratorium imposed by the Town of Fallsburg's Local Law 3 of 2016 (the "Moratorium"):

PRELIMINARY STATEMENT

1. SCVC owns a 308.58-acre parcel fronting New York State Route 42 (the "Site"), on which it has proposed the development of a 420-unit residential subdivision (the "Project"). The Site is zoned for this use, is bordered by other residential neighborhoods, and – on account of its location, size, and more than \$2.2 million purchase price – can only be reasonably used for the density of residential development that SCVC has proposed. Moreover, the Town has been aware of SCVC's proposed development since at least 2010, and just last year entered a settlement with SCVC affirming the Project's consistency with the Town's recently-amended Zoning Code.

2. On June 26, 2016, the Town enacted the Moratorium prohibiting the Planning Board from considering residential development applications for a period of at least a year, which may be extended to 18 months at the Town Board's sole discretion. The only specific justification cited in support of the Moratorium was concern about the impacts of development of the Town's sewage treatment plants, "which are close to or at capacity." More generally, the Town expressed

a desire to amend its Comprehensive Plan and Zoning Code to promote “controlled growth,” while preventing a “race of diligence” by those seeking to obtain approvals before the new Comprehensive Plan and regulations are in place.

3. None of these justifications are even remotely applicable to SCVC’s Project, which will provide its own private, on-site sewage treatment system at SCVC’s expense and is fully consistent with the “smart growth” principles embedded in the Town’s Comprehensive Plan and Zoning Code. Nonetheless, the Moratorium has already cast SCVC’s application into a state of suspended animation, precluding SCVC from making any productive use of its property or even requesting a subdivision of more than five units.

4. The Moratorium provides for administrative relief upon a showing “including credible dollars and cents proof, that the applicant cannot make any reasonable use of its property with any of the uses permitted in the zoning district” or that “the Moratorium causes irreparable injury to the applicant that it would be unreasonable and unjust not to grant relief from the Moratorium.” While the requested “dollars and cents” proof accompanies this Petition, it is beyond cavil that no rational investor would purchase 300 acres in Fallsburg for a maximum of five residential lots. Based solely on the cost incurred by SCVC to date – without even accounting for the substantial transactional and construction costs that would be required for any future development of the Site – the Moratorium prevents SCVC from realizing any return, much less a reasonable return, on any of the uses currently permitted on the Site. *See Point I.A infra.*

5. SCVC is not only entitled to relief from the Moratorium; it has a greater claim to a variance than virtually any other affected party. SCVC’s property is among the largest affected by the Moratorium, and is thus the least suited for the highly restrictive uses permitted thereunder. The Moratorium also imposes far greater hardship on SCVC than the owners of smaller parcels with

lower carrying costs. Finally, since SCVC will be providing its own sewage treatment and the Town has known of its proposed development since at least 2010, the Town's professed concerns about sewage capacity and a "race of diligence" have no bearing upon SCVC's application. On these unique facts, the burdens imposed on SCVC by the Moratorium are both irreparable, since they cannot be recovered from Town after the Moratorium expires, and unjust, since they have no relationship to any of the government's stated objectives. *See Point I.B infra.*

6. We trust that the Town will faithfully apply the Moratorium's variance standards and promptly grant SCVC's petition. As set forth in greater detail below, anything less would be *prima facie* arbitrary and capricious, and SCVC will not hesitate to protect its rights in court should that prove necessary. Such litigation will not be limited to the denial of a variance; SCVC is also prepared to challenge the constitutionality of the Moratorium itself, which was enacted and applied to SCVC in violation of well-established, controlling precedent.

7. First, the Town has not and cannot establish the emergency conditions required for the enactment of a moratorium, an "extraordinary" measure that has no known precedent in the Town's history. Over the last 45 years, the Town has enacted and repeatedly amended its zoning map, zoning text, and Comprehensive Plan – including recent amendments designed to "respond to development pressure" and sewage capacity concerns – without a moratorium. The Town has not identified any need to depart from its established practice here, and any claimed "emergency" is belied by the Town's decision to exempt approximately 1,200 units of pending residential development from the Moratorium, including those that are the most likely obtain municipal approvals and vested development rights before the amendment of the Town's Comprehensive Plan. In contrast, SCVC's application and other non-exempt projects are required to undergo a lengthy State Environmental Quality Review Act ("SEQRA") process that affords the Town ample time to

update its Comprehensive Plan and Zoning Code without any need for the Moratorium. *See* Point II.A *infra*.

8. In addition to being facially unconstitutional, the Moratorium cannot be lawfully applied to SCVC's application, which does not implicate any of the policy concerns that the law purports to address. Unlike many of the developments that were exempted from the Moratorium, the Project will provide its own sewage treatment facilities, a feature incorporated after the Town declined SCVC's offer to provide approximately \$6 million to upgrade the Town's sewage treatment system. Therefore, the Project will not have any effect on the Town's sewage treatment capacity. Nor is SCVC engaged in anything resembling a "race of diligence" to frustrate the Town's planning objectives. The Town has known about the Project for at least six years, more than enough time to revise its Zoning Code and Comprehensive Plan to address any concerns raised by the proposed development. Moreover, the Town has repeatedly amended its zoning laws without changing the Site's zoning or expressing any concerns about the Project's consistency with the Town's Comprehensive Plan, which supports the very type of "controlled growth" proposed by SCVC. Therefore, any application of the Moratorium to SCVC's proposed development lacks a rational basis and is an unconstitutional deprivation of due process and property rights. *See* Point II.B *infra*.

9. Finally, it is no secret that SCVC's principals are Orthodox Jews, and that the Project – like others obstructed by the Moratorium – will satisfy the housing demand generated by the Town's Jewish residents. The Town Supervisor acknowledged as much in his public comments on the Moratorium, going out of his way to deny that the enactment was motivated by religious concerns. While SCVC did not question that statement at the time, and its prior comments on the proposed moratorium did not allege any religious bias, the denial of a manifestly warranted variance would indicate concerns motivated less by legitimate planning interests than by generalized

opposition to a disfavored applicant and class of residents, exposing the Town to potential civil rights damages in addition to the annulment of the Moratorium. *See* Point III.C *infra*.

10. SCVC has no desire to litigate. It merely seeks the use of its site for the sole purpose for which it is reasonably suited, and SCVC remains fully prepared to work with the Town to address any issues that arise during the Project' SEQRA and site plan review process. Should the Town unlawfully impose the Moratorium to prevent that process from progressing, however, we will have no choice but to defend our due process rights.

STATEMENT OF FACTS

A. The Site Has Consistently Been Zoned for the Residential Density Proposed by SCVC

11. On February 1, 2005, SCVC acquired approximately 294 acres of the Site for \$2,205,000.00 (two million two-hundred-and-five thousand dollars). The closing statement from that purchase is attached hereto as **Exhibit A**.

12. In addition to the Site's acquisition costs, SCVC has incurred an additional \$416,129 through June 2016 preparing the Site for development, including legal costs, engineering costs, taxes, insurance, and other expenditures. A true and correct accounting of such payments is attached hereto as **Exhibit B**.

13. The Site fronts New York State Route 42 for approximately 2,000 feet. It is located partially within an existing Town water district and sewer district, and municipal water and sewer mains abut the Site within the Route 42 right-of-way.

14. At all times since its purchase, the Site has been zoned REC-1 (Residential-Recreational-1.) Under its existing zoning, as affirmed by a September 8, 2015 settlement agreement between SCVC and the Town attached hereto as **Exhibit C**, the site may be developed

with up to two residential lots per acre provided that all other applicable local and state laws are satisfied.

15. The Site is bordered to the north and south by residential developments, which were approved and developed at a greater density than that proposed for the Project. The Site is located approximately 0.25 miles south of the Woodbourne Hamlet, and is a natural and planned out-growth of the hamlet's existing development.

16. The Town's Comprehensive Plan, which was amended in 2006 in order to "address the future development in the Town and balance its growth," supports the residential development of the Site as consistent with the Town's comprehensive land-use policies. For instance, the Comprehensive Plan "encourage[s] higher density development near the centers" of the Town, such as the Woodbourne Hamlet located immediately north of the Site.¹

17. The Comprehensive Plan resulted in sweeping amendments to text and map of the Town's Zoning Code in 2007, intended to, *inter alia*, "create an orderly pattern of growth by encouraging concentration of new residential development in areas that can conveniently be serviced with public facilities and discouraging intensive residential development in areas of difficult accessibility that would involve excessive costs for road improvements, road maintenance, school bus transportation, and utility installation." (Local Law 1 of 2007, § 130-1.2). This 2007 amendments permitted the subdivision of the Site into 0.5 acre residential lots.

18. While the Town's Zoning Code has been amended multiple times since 2007, the Site's zoning remains materially unchanged. In 2010, the Town amended its zoning provisions governing, *inter alia*, the conversion of single-family season dwellings to year-round use, thereby increasing the

¹ Town of Fallsburg, Comprehensive Plan at 70; *see also id.* at 64 (proposing to "concentrate the majority of new development primarily within and around the historic hamlet centers ...")

Town's capacity for residential development.² In 2012, the Town amended its Zoning Code to "encourag[e] concentration of new residential development in areas that can conveniently be serviced with public facilities."³ In 2014, the Town once again updated its Zoning Code, including amendments to address allowed residential density in various Town zoning districts.⁴ Those amendments resulted in litigation with SCVC, concluding with the settlement affirming the Site's capacity to accommodate the Project's proposed density under the amended Zoning Code.

B. The Town Has Long Been Aware of SCVC's Proposed Development

19. Beginning in 2010, SCVC's principals and consultants met with the Town Supervisor and various Town Board members to discuss the proposed development of the property.

20. SCVC initially discussed a large scale residential subdivision with up to 600 units, 180 more than are currently proposed. It held multiple meetings with Town officials, including the Town Supervisor, at which various iterations of the proposed development were proposed. These plans were discussed at Town Board work sessions dating back to 2011. SCVC did not submit a formal application at that time, however, because its initial development concepts all involved the extension of existing sewer and water district boundaries, which requires Town approval. Therefore, if the Town was unwilling to extend such boundaries, SCVC's concept would have to be revised.

21. To mitigate any potential impact to the Town's existing infrastructure, SCVC initially offered to contribute 6 million dollars toward the construction of a new Town sewage plant.

² Local Law 7 of 2010.

³ Local Law 4 of 2012.

⁴ Local Law 8 of 2014.

The Town, however, rejected that offer. At one meeting, a Town Board member expressed his opinion that SCVC's principals had already developed "enough units" in the Town, and that SCVC's 308-acre, residentially-zoned private property should instead remain undeveloped parklands.

22. After the Town rejected SCVC's offer to upgrade the municipal sewage system, SCVC amended its proposal to provide on-site water and sewage treatment facilities, which SCVC would construct at its own cost. SCVC obtained well permits to confirm the Site's capacity to provide sufficient water for the proposed development, and revised its site plan to include sewage treatment facilities that could accommodate all of the waste generated by the proposed development. The Project would thus have a lesser impact on the Town's sewage capacity than a hypothetical development which is permitted to be constructed under the moratorium as-of-right.

23. On November 24, 2014, SCVC filed an application with the Town formally proposing the development of the Site with 600 units, a density allowed under the extant REC-1 zoning. SCVC provided the Town with escrow checks totaling \$3,000 to fund the municipal review of this application.

24. In or around November 2015, SCVC revised its site plan to the current proposal of 420 units.

25. The Planning Board held a hearing on the proposed application on February 11, 2016, and declared its intent to serve as lead agency for the Project's SEQRA review.

26. In short, the Town has known about SCVC's proposed development plans for more than six years, and has repeatedly met with SCVC to discuss these plans. In response to the Town's comments and concerns, SCVC has reduced the size of its development and incorporated an on-site sewage treatment system. SCVC is prepared to proceed with its application, and has prepared a Draft Scope for a Draft Environmental Impact Statement, yet due to the Moratorium the Planning Board will not even review that document or consider SCVC's pending application.

POINT I

SCVC IS ENTITLED TO RELIEF FROM THE MORATORIUM

27. The Moratorium provides that the Town Board shall grant “administrative relief” from its terms if a covered applicant can establish either (1) “that the applicant cannot make any reasonable use of its property with any of the uses permitted in the relevant zoning district” or (2) “that the Moratorium causes irreparable injury to the applicant, and that it would be unreasonable and unjust not to grant relief from the moratorium.”⁵ SCVC is entitled to relief under both of these standards.

A. SCVC cannot make any reasonable use of its property as a result of the Moratorium

28. As described above, the Site is zoned for residential uses with average density of up to two homes per acre. SCVC’s proposal of a 420-unit clustered subdivision – fewer than 1.5 units per acre – is wholly consistent with that zoning and less dense than the development permitted under the terms of the 2015 settlement.

29. As a result of the Moratorium, however, SCVC is prohibited from proceeding with its pending application. As the Site currently comprises a single tax lot, without the requested subdivision SCVC can only develop one single-family home on more than 308 acres.

30. Under the terms of the Moratorium, SCVC is prohibited from even seeking permission to develop a residential subdivision containing more than five units.⁶

⁵ Local Law 3 of 2016 § 4.

⁶ Local Law 3 of 2016 § 3(A)(3).

31. In 2015, the median sale price for a home in Sullivan County was \$117,250.⁷ Between 2010-2015, the median value of owner occupied housing in Fallsburg was \$149,600.⁸ The median household income in Fallsburg is \$46,046.⁹ To break even on its expenditures to date, however, SCVC would need to sell no more than five undeveloped residential lots for more than \$500,000 each. A cursory review of recent home sales in Fallsburg makes perfectly clear that there is no market for five single-family residences, much less undeveloped lots, on the Site at that price.¹⁰

32. The Moratorium thus “effectively prevents [SCVC] from using its land for any purpose as to which it is reasonably adapted ... demonstrated by the marked discrepancy between the value of the property, if limited as to use by the [Moratorium], and its value for the use to which it is adapted and was permitted under the ordinance before ...”¹¹ While limited non-residential uses are permitted as of right in a REC-1 zone, none of them would allow SCVC to make any reasonable use of the Site. Many of these uses – including wildlife and game preserves, public parks and playgrounds, and houses of worship – are not income generating, and thus are not reasonable uses of a privately-owned site.¹² Other uses – such as agricultural operations and

⁷ New York State Department of Taxation and Finance, Residential Median Sale Price Information by County, <https://www.tax.ny.gov/research/property/assess/sales/resmedian.htm>.

⁸ United States Census Bureau, Town of Fallsburg, <https://www.census.gov/quickfacts/table/HSG010215/3610525241,36>.

⁹ *Id.*

¹⁰ See Zillow, Fallsburg, NY Real Estate Listings, http://www.zillow.com/homes/for_sale/Fallsburg-NY/pmf,pt/51990_rid/globalrelevanceex_sort/41.747494,-74.573007,41.696308,-74.649396_rect/13_zm/ (listing prices of 16 homes and lots currently on the market)

¹¹ *Westwood Forest Estates v. Village of South Nyack*, 23 N.Y.2d 424 (1969). See also *Jayne Estates, Inc. v. Raynor*, 28 A.D.2d 720, 720 (2d Dep’t 1967) (“In view of appellant’s substantial expenditure in connection with its property and the substantial additional expense necessary to rehabilitate the land in conformity with the new ordinance, the total cost to appellant of improving its land with one-family residences appears to be such as to preclude a reasonable return ...”)

¹² *Grimpel Assocs v. Cohalan*, 41 N.Y.2d 431, 433 (1977) (“It was not incumbent upon plaintiff to prove that its property was not suitable for various public or quasi-public uses permitted by the residential zoning classification such as church, school, college, public library, municipal building or municipal park. To confine private property to public uses alone amounts to an appropriation of property rights for the benefit of the public without compensation therefor.”)

commercial forestry – are incompatible with the residential uses surrounding the Site.¹³ More importantly, none of the non-residential options are economically viable uses of the Site.

33. As SCVC is a housing developer, the non-residential development of the Site would require SCVC to sell its undeveloped land for more than \$2.5 million merely to break even, let alone realize any return on its investment. However, in light of the Moratorium and the prospect of future zoning changes, there is no market for the Site at anything close to that price. Therefore, like the limited residential development permitted under the Moratorium, the permitted non-residential options – agriculture, commercial forestry, daycare or nursery uses, hunting or fishing cabins, a commercial greenhouse, home offices, a religious retreat, a stable and riding academies, or a winery or vineyard – are not reasonable uses of the 308-acre site, either for SCVC or a prospective purchaser of the Site. Therefore, relief for the Moratorium is needed in order to allow SCVC to pursue the reasonable use of its property.

34. New York courts have held annual returns of three to six percent on a real estate investment were not “reasonable,” and thus warranted the issuance of zoning variances.¹⁴ Here, in the absence of a variance SCVC is unable realize any return or make any productive use of its property. Given the severe economic impact of the Moratorium; the frustration of SCVC’s reasonable, investment-backed expectations; and the up to 18-month obstruction of the mere

¹³ *Id* at 432. (“In this case we are presented with affirmed findings of fact that the subject property was not suitable for residential use because the residential zoning classification would create an ‘inappropriate and unjustifiable island’ surrounded by business operations and major vehicular thoroughfares.”)

¹⁴ See, e.g., *Soho Alliance v. New York City Bd. of Stds. & Appeals*, 264 A.D.2d 59, 63 (1st Dep’ 2000), aff’d 95 N.Y.2d 437 (overturning Supreme Court decision and reinstating variance); *Supkis v. Town of Sand Lake Zoning Bd. Of Appeals*, 227 A.D.2d 779, 780-81 (3d Dep’t 1996) (“Ackner’s annualized return on its investment would be 3.8%, which was not a reasonable rate of return compared to the marketplace in general”)

consideration of SCVC's application, the denial of this Petition would not only be unlawful, but also an unconstitutional taking without just compensation.¹⁵

B. A denial of relief from the Moratorium would be unreasonable and cause SCVC irreparable harm

35. In addition to its inability to make any reasonable use of the Site, SCVC also satisfies the second ground for relief the Moratorium, which poses unreasonable and irreparable harm to SCVC.

36. While SCVC is not the only property owner affected by the Moratorium, it is singularly entitled to relief. SCVC's property is among the largest of the affected sites, meaning it is among the least able to make a reasonable return under the highly restrictive development options that have been exempted from the Moratorium.

37. Because of the size and expense of the Site, SCVC's carrying costs are also higher than other affected properties. SCVC pays more than \$10,000 in annual taxes and insurance on the Site, in addition to the payments that SCVC has already provided the Town in connection with a review process that SCVC is currently prohibited from pursuing. This harm is irreparable, as the Town affords no mechanism for SCVC to recover such losses after the Moratorium expires or is overturned.¹⁶

38. A denial of SCVC's petition would also be unreasonable, because application of the Moratorium to the Project does not serve any legitimate state interest. As explained above, the

¹⁵ See *Penn Central Transportation Co. v. New York City*, 438 U.S. 104 (1978); *Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency*, 535 U.S. 302, 341 (2002) (“[A]ny moratorium that lasts for more than one year should be viewed with special skepticism ...”)

¹⁶ *Odebrecht Constr., Inc. v. Sec’y, Fla. Dep’t of Transp.*, 715 F.3d 1268, 1289 (11th Cir. 2013) (“[N]umerous courts have held that the inability to recover monetary damages . . . renders the harm suffered irreparable.”). As set forth in greater detail *infra*, the Moratorium also constitutes a deprivation of SCVC's constitutional rights, which is *per se* irreparable harm. See *Red Earth LLC v United States*, 728 F. Supp. 2d 238, 244 (W.D.N.Y. 2010), *aff’d* 657 F.3d 138 (2d Cir 2011) (“When an alleged deprivation of a constitutional right is involved, ... no further showing of irreparable injury is necessary”) (citation omitted).

Town's particular concern with sewage capacity does not apply to the Project, which will provide its own sewage treatment system at SCVC's expense.

39. Nor is SCVC engaged in a "race of diligence," rushing to secure vested rights before the Town has an opportunity to review its Comprehensive Plan and Zoning Code. Instead, it has openly and in good faith discussed its development plans with the Town for more than six years. Moreover, SCVC's application must undergo a full SEQRA and site plan review process which is likely to last as long as, if not longer than, the Moratorium, affording the Town ample time to revise land use plans and regulations. In contrast, the 1,200 housing units that the Town excluded from the Moratorium are farther along in the municipal review process, and are thus far more likely to obtain final approvals and vested rights before the Town amends its Zoning Code. Having exempted more than 1,000 new homes that threaten to further burden Fallsburg's sewage system and to conflict with the Town's future planning policies, the Town cannot rationally apply the Moratorium to SCVC's application which does not implicate either of those stated policy concerns. Therefore, in addition to causing irreparable harm, application of the Moratorium to SCVC would be "unreasonable and unjust," providing a second basis for administrative relief.

POINT II

THE MORATORIUM IS UNCONSTITUTIONAL FACIALLY AND AS APPLIED

40. As set forth in our June 20, 2016 letter presented during the public hearing on Local Law 3, the Moratorium is unconstitutional on its face and as applied to SCVC. A copy of that letter is reattached here as **Exhibit D**.

41. None of the legal deficiencies identified in our prior litigation were resolved before the Town enacted the Moratorium, without any material change, on June 26, 2016. Therefore, in

the event that SCVC's petition is denied, the resulting litigation would not only challenge that denial but would also seek to overturn the Moratorium in its entirety and to recover damages that SCVC has suffered from the deprivation of its constitutional rights. The remainder of this Petition provides a general overview of some, but not all, of the claims that would be asserted in that lawsuit.

A. The Moratorium is Unconstitutional on Its Face

42. The Moratorium is in derogation of the Town's Zoning Code and Comprehensive Plan. Whereas zoning is the orderly regulation of land use in accordance with a comprehensive plan, moratoria disrupt that scheme, prohibiting the use of property for the very purposes that the Town has previously deemed lawful and requiring private parties to bear the cost of the Town's suspension of its obligation to process and rule on land use applications. Such disruptions are not to be undertaken lightly; instead they are "extraordinary" measures intended to respond to "an exigency resulting from abnormal conditions."¹⁷

43. Accordingly, "[f]or the enactment of the moratorium to be upheld, the municipality must show that its actions were: (1) in response to a dire necessity; (2) reasonably calculated to alleviate or prevent a crisis condition; and (3) that the municipality is presently taking steps to rectify the problem."¹⁸ The Moratorium does not satisfy any of these three necessary conditions.

44. First and foremost, the Moratorium does not respond to a genuine crisis or emergency and thus cannot satisfy the first requirement of "stop-gap" zoning measures, as affirmed by a trilogy of key Court of Appeals cases and their progeny.

¹⁷ See *E. N.Y. Sav. Bank v. Hahn*, 293 N.Y. 622, 627, 59 N.E.2d 625, 626 (1944).

¹⁸ *Jeffrey v. Ryan*, 37 Misc. 3d 1204(A) (Sup. Ct. Broome Cnty. 2012) (citing *Belle Harbor Realty Corp. v. Kerr*, 35 N.Y.2d 507, 512 (1974)).

45. In *Westwood Forest Estates v. Village of South Nyack* (“*Westwood*”), the Village barred the construction of new multi-family dwellings “to alleviate the burden on the [V]illage’s sewage disposal plant.”¹⁹ In a decision overturning the law as an “improper use of the zoning power,” the Court of Appeals explained that a land use moratorium may only be sustained if “kept ‘within the limits of necessity’.”²⁰ Here, notwithstanding the Town of Fallsburg’s generalized “concern[s] about the impact [of development] on its sewer systems,” there has been no legislative finding that the Town’s sewage system is capable of accommodating the more than 1,000 housing units that were exempted from the moratorium but not those that have been arbitrarily suspended for a period lasting up to 18 months (including developments, like SCVC’s, which will not even use the Town’s sewage treatment plants).

46. In *Belle Harbor Realty Corp. v. Kerr* (“*Belle Harbor*”), the Court of Appeals affirmed that a prohibition on the development and use of property may only be enacted in response to a genuine emergency, and must be limited to what is necessary respond to the emergency.²¹ While upholding the revocation of a single building permit based upon its uncontested impacts on a sewage system that was demonstrably “overloaded, overflowing, [and] backing-up,” the Court also warned, in language equally applicable to the Town of Fallsburg:

[A] municipality may not invoke its police powers solely as a pretext to assuage strident community opposition. To justify interference with the beneficial enjoyment of property the municipality must establish that it has acted in response to a dire necessity, that its action is reasonably calculated to alleviate or prevent the crisis condition, and that it is presently taking steps to rectify the problem. When the general police power is invoked under such circumstances it must be considered an emergency measure and is circumscribed by the exigencies of that emergency.²²

¹⁹ 23 N.Y.2d 424, 426 (1969).

²⁰ *Id.* at 427-428.

²¹ 35 N.Y.2d 507 (1974).

²² *Id.* at 511-12.

47. Finally, in *Charles v. Diamond*, the Court once again addressed the constitutionality of development restrictions justified by the alleged overcapacity of the Village's sewer treatment plant.²³ Restating and reaffirming its holdings in *Westwood* and *Belle Harbor*, the Court held that "to sustain an interference with the beneficial enjoyment of property, [the municipality] must establish that the interference is justified by dire necessity."²⁴

48. Collectively, these cases require a moratorium on development to be supported by concrete evidence of emergency conditions, as opposed to conclusory assertions concerning planning needs or potential adverse impacts. In *Cellular Telephone Co. v. Village of Tarrytown*, the Second Department upheld the annulment of a three-month moratorium on the installation of cellular telephone antennae, finding the Village's stated concerns about the public health impacts from radiofrequency emissions to be inadequately supported by record evidence.²⁵ Likewise, in *Jeffrey v. Ryan* the Court overturned a de facto moratorium on natural gas exploration that was supported by "only conclusions" of environmental and public health impacts, as opposed to "evidentiary proof."²⁶

49. Here, the Town has not provided any evidence of an emergency or crisis justifying a departure from its ordinary zoning procedures. In fact, the Town did not even author most of its own legislative findings in support of the Moratorium, which are instead copied essentially verbatim from other Town's moratoria.²⁷ These "standard reference[s] to protecting the health,

²³ 41 N.Y.2d 318 (1977).

²⁴ *Id.* at 326.

²⁵ 209 A.D.2d 57, 67 (2d Dep't 1995) ("In the absence of any supporting proof, the Board could not rationally rely upon the speculative and unfounded "perception" of health risks by some Village residents as a basis to declare a moratorium on the installation of cellular service antennas.")

²⁶ 37 Misc.3d 1204(A) at *6.

²⁷ *See, e.g.*, Town of Mamakating, Local Law 2 of 2014 § 1.

safety and welfare of the residents” and conclusory statements “that the Town Code ... requires substantial updating” have been previously found insufficient to support a zoning moratorium.²⁸

50. There is no established “emergency” relating to the Town’s sewage capacity issues, which the Town has known about and discussed since at least its 2006 Comprehensive Plan.²⁹ Moreover, if the Town’s sewage treatment plants are “close to or at capacity,” as the Town states, a selective moratorium which exempts 1,200 housing units is not “reasonably calculated to alleviate” those problems.

51. The Town is fully capable of addressing any existing sewage problems under its general municipal authority and of mitigating any other adverse impacts of new development through existing environmental and land use review procedures, without the need for the Moratorium. However, when SCVC offered \$6 million to offset its sewage impacts and to improve the Town’s broader sewage treatment system, the Town Board declined.

52. Likewise, a Moratorium is not necessary for the Town to “consider[] changes to its comprehensive plan and ... land use regulations ... to provide for controlled growth that will not unduly impact the public welfare, community services, and infrastructure ...”³⁰ Rather, the Town’s extant Comprehensive Plan and Zoning Code were enacted (and repeatedly amended without moratoria) in order to avoid “uncontrolled growth [that] could adversely affect the character of the community.”³¹ To the extent that the 2006 Comprehensive Plan was intended to “guide the Town’s growth for the next 5 to 10 years,” and the Town now believes that plan is due for an update, the Town had every opportunity to initiate such a process well before the period

²⁸ *Nextel Communications of N.Y. v. Town of Huntington*, N.Y.L.J. Oct. 15, 2001 at 30 (Sup. Ct. Suffolk Cnty. Oct. 14, 2001).

²⁹ Comprehensive Plan at 69, 71.

³⁰ Local Law 3 of 2016 § 1.

³¹ Comprehensive Plan at 6.

covered by current plan lapsed. Any “emergency” attributed to the need to update that plan is thus self-created and illusory, since the Zoning Code – amended as recently as 2014 – establishes a comprehensive land use control system that carefully regulates the density and location of all proposed development within the Town.

53. There is no emergency necessitating a moratorium, and Local Law 3 is not reasonably calculated to ameliorate the purported problems that it professes to address. Under controlling Court of Appeals precedent, the Moratorium is thus unconstitutional on its face.

B. The Moratorium is Also Unconstitutional as Applied to SCVC

54. In addition to being facially invalid, the stated objectives of the Moratorium have no rational relationship to SCVC’s Project. Therefore, even under a deferential rational basis standard of review, the Moratorium is unconstitutional as applied to SCVC.³²

55. According to its statement of legislative purpose, in enacting the Moratorium the Town Board was “especially concerned about the impact [of development] on its sewer systems, which are close to or at capacity.”³³ As explained above, these concerns bear no rational relationship to the Project, which will be served by its own central water and sewer system provided and maintained at the Applicant’s cost. Therefore, unlike other developments that have been excluded from the Moratorium, the Project will have no effect on the Town’s sewer capacity.

56. The Town also expressed a desire to update its Comprehensive Plan and Zoning Code in order to better regulate the Town’s future growth, while avoiding a “‘race of diligence’

³² See *McClure v. Bd. of Trustees of the Vill. Of Saltaire*, 121 A.D.2d 699, 700 (2d Dep’t 1986) (overturning zoning regulations as applied to petitioners’ property where “none of the asserted reasons [for the regulation] bore any ‘reasonable relation between the end sought to be achieved by the regulation and the means used to achieve that end’”); *Salamar Builders Corp. v. Tuttle*, 29 N.Y.2d 221, 226 (1971) (“Zoning regulations, as an exercise of the police power, are subject to the fundamental rule regarding the exercise of that power: that there is some evil extant or reasonably to be apprehended which the police power may be invoked to prevent and that the remedy proposed must be generally adapted to that purpose.”).

³³ Local Law 3 of 2016 § 1.

by those seeking to obtain approvals before the new Comprehensive Plan and regulations are in place.”³⁴ Setting aside whether such an outcome is even possible in light of the Town’s comprehensive zoning scheme, the Town is only at risk of losing such a “race” to projects that are already reasonably close to the proverbial finish line (i.e., a final approval and vested development rights). Here, the Town has known of SCVC’s proposed development for more than six years, and has already amended its Zoning Code to regulate residential development density during that period. Moreover, SCVC still has to undergo an extensive SEQRA and site review process that affords the Town ample opportunity to consider any future zoning amendments at the same time it processes SCVC’s application.

57. The Town’s own actions belie any possible justification for the application of the Moratorium to SCVC. If the Town were truly motivated by sewage capacity concerns, it would have accepted SCVC’s offer to contribute \$6 million toward municipal sewage upgrades and would be doing everything in its power to support applications like the Project, which address the need for residential development without increasing the burden on the Town’s sewage treatment plants. Likewise, if the Town were concerned about a “race of diligence” it would have limited the Moratorium to those projects that are closest to securing vested rights, as opposed to applicants like SCVC. But Moratorium as applied to SCVC does not advance either of those goals or any other legitimate governmental interest. Instead, the Town Board has unconstitutionality “invoke[d] its police powers solely as a pretext to assuage strident community opposition” to development projects, like SCVC’s, catering to the Town’s summer residents.³⁵

58. Finally, the religion of SCVC’s principals – as well as the vast majority of the Town’s summer residents – cannot be overlooked. Given the absence of any lawful basis for the

³⁴ *Id.*

³⁵ *See Belle Harbor*, 35 N.Y.2d at 512.

Moratorium; the prior statements by a Town official that SCVC's Jewish principals had already developed "enough units" in the Town; and Moratorium supporters' complaints about the Town's "seasonal" residents,³⁶ the application of the Moratorium to SCVC could only be viewed as an effort to restrict the amount of housing available to Orthodox Jews, in violation of the Fair Housing Act and other federal anti-discrimination laws.³⁷ Accordingly, any litigation challenging the denial of this petition would also seek to redress violations of SCVC's statutory and constitutional rights and recover punitive and compensatory damages arising therefrom.

CONCLUSION

59. For the foregoing reasons, SCVC respectfully requests that its petition for relief from the Moratorium be granted or that SCVC be otherwise excluded from the Moratorium, allowing SCVC to pursue its application for the reasonable use and development of the Site.

Dated: August 24, 2016

Respectfully submitted,

SIVE, PAGET & RIESEL, P.C.
*Attorneys for Sullivan County
Venture Capital Group, LLC*

By: 
Steven Barshov
460 Park Ave.
10th Floor
New York, New York 10022

³⁶ See, e.g., Fallsburg's Future. Our Letter in Support of the Moratorium. <http://www.fallsburgsfuture.org/in-the-news.html>.

³⁷ See, e.g., *LeBlanc-Sternberg v. Fletcher*, 67 F.3d 412 (2d Cir. 1995).

VERIFICATION

JERSEY
STATE OF NEW ~~YORK~~)
SULLIVAN ~~COUNTY~~)
BERGEN

STEVEN KRAUSMAN, being duly sworn, deposes and says that I am an officer of Sullivan County Venture Capital Group, LLC, the Petitioner herein. I have read the foregoing Verified Petition and I know the factual allegations set forth therein to be true upon personal knowledge, except to those matters therein stated to be upon information and belief, and to those matters I am informed and believe them to be true.

SULLIVAN COUNTY VENTURE
CAPITAL GROUP, LLC

By: *Steven Krausman*
Steven Krausman

Sworn to before me this
24 day of August, 2016

Michael Mc Namara
Notary Public

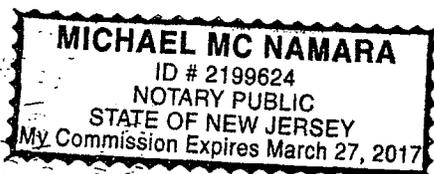


Exhibit A

*****CLOSING STATEMENT*****

----- X
:
Sullivan County Venture Capital Group, LLC :
:
Purchaser, :
:
-from- :
:
Farm Associates :
:
Seller. :
:
----- X

Purchase of Premises of Approximately 294 Acres:

Route 42
Fallsburg, New York

LAW OFFICE:

Silberberg and Kirschner, LLP
600 Third Avenue, 25th Floor
New York, New York 10016

INDEX

	<u>PAGE</u>
I. DATE AND PLACE OF CLOSING	3
II. PERSONS PRESENT AT CLOSING	3
III. DESCRIPTION OF THE TRANSACTION	3
IV. FINANCIAL STATEMENT	4
V. PAYMENTS MADE AT CLOSING TOWARD PURCHASE PRICE	4
VI. OTHER PAYMENTS MADE AT CLOSING	4&5
VII. DOCUMENTS ATTACHED	6

I. DATE AND PLACE OF CLOSING:

The transaction closed on February 1, 2005 at the law office of Robert H. Shenker, United Equities, 160 Broadway, New York, New York.

II. PERSONS PRESENT AT CLOSING:

For the Purchaser:

Isaac Schwartz
Martin Miller, Esq.
Michael Silberberg, Esq.
Silberberg & Kirschner, LLP
600 Third Avenue, 25th Floor
New York, New York 10016
Tel: (212) 953-9595

For the Seller:

Moses Marx
Robert H. Shenker, Esq.
160 Broadway
New York, New York 10038
(212) 608-1870

For the Title Company:

Patent Abstract Group LLC
34 North Street
Monticello, New York 12701
By: Tina Whipple

Also Present:

Arlene Prince

III. DESCRIPTION OF THE TRANSACTION:

Title closed pursuant to a written Contract of Sale dated June 3rd 2004, between Farm Associates, as Seller and Isaac Schwartz, as Purchaser. Prior to closing the Contract of Sale was assigned to the Purchaser.

The premises conveyed consisted of approximately 294 acres of vacant land a/k/a Section 28, Lot 1 located on Route 42, in the Town of Fallsburg, Sullivan County. The purchase price was \$2,205,000.00.

See documents attached for details.

IV. FINANCIAL STATEMENT:

CREDITS TO SELLER

Contract Price	\$2,205,000.00
2004/05 School tax	\$2,557.00

TOTAL CREDITS TO SELLER \$2,207,557.00

CREDITS TO PURCHASER

Contract Deposit	\$100,000.00
Additional Deposits	\$200,000.00
2005 Town and County Tax	\$272.00

TOTAL CREDITS TO PURCHASERS \$300,272.00

AMOUNT TO BE PAID TO SELLERS

AT CLOSING \$1,907,285.00

V. PAYMENTS MADE AT CLOSING TOWARD PURCHASE PRICE

1. Check No. 8104 dated February 1, 2005 drawn on account of Silberberg & Kirschner, LLP, paid to the order of Farm Associates.	\$1,907,285.00
---	----------------

TOTAL PAYMENTS MADE AT CLOSING TOWARD PURCHASE PRICE \$1,907,285.00

VI. OTHER PAYMENTS MADE AT CLOSING

1. Check No. 8104 dated February 1, 2005 drawn on account of Silberberg & Kirschner, LLP, paid to the order of Patent Abstract Group, LLC. (Title Charges)	\$9,068.00
2. Check No. 8108 dated February 1, 2005 drawn on account of Silberberg & Kirschner, LLP, paid to the order of Town of Fallsburg Tax Collector. (2005 Town and County Taxes)	\$2,940.45
3. Check No. 8106 dated February 1, 2005 drawn on account of	

	Silberberg & Kirschner, LLP, paid to the order of Robert H. Shenker. (Extention Fee)	\$500.00
4.	Check No. 8103 dated February 1, 2005 issued by , paid to the order of Silberberg & Kirschner, LLP. (Legal Fees)	\$2,500.00
5.	Check No. 8107 dated February 1, 2005 drawn on account of Silberberg & Kirschner, LLP, paid to the order of Braun Management. (Extension Fee)	\$1,000.00
6.	Check No. 8109 dated February 1, 2005 drawn on account of Silberberg & Kirschner, LLP, paid to the order of Sullivan County Clerk. (Recording Fee)	\$254.00
7.	Check No. 8110 dated February 1, 2005 drawn on account of Silbeberg & Kirschner, LLP, paid to the order of Sullivan Properties. (Broker Fee)	\$3,000.00
8.	Check No. 8112 dated February 1, 2005 drawn on account of Silberberg & Kirschner, LLP, paid to the order of Martin Miller. (Legal Fees)	\$5,500.00

VII. DOCUMENTS ATTACHED

1. Agreement for Sale of Real Property
2. Bargain and Sale Deed
3. TP-584
4. Assignment of Contract
5. Title Report and Title Bill

Dated: May 25, 2005

Respectfully Submitted,

Michael Silberberg

MICHAEL SILBERBERG, ESQ.

Exhibit B

Sullivan County Venture Capital Group LLC
Cash Disbursements Summary

3:35:36 PM, 07/18/2016
 Page 1 of 3

COMMEI COMMERCE BANK

Dates 01/01/05 to 12/31/16

Check No	Check Date	Vendor	Amount
401	06/30/2005	02303619 WASSON ENGINEERING	50,000.00
402	08/23/2005	01132418 KIRKLAND RISK GROUP, INC.	17,835.04
403	01/26/2006	02003624 TAX COLLECTOR	8,227.63
404	02/16/2006	02332420 WITMAN, STADTMAUER & MICHAELS, P.A.	5,000.00
405	03/23/2006	01132418 KIRKLAND RISK GROUP, INC.	5,482.53
406	05/04/2006	02303619 WASSON ENGINEERING	1,535.00
407	06/08/2006	01972005 STEVEN KRAUSMAN	4,000.00
408	06/08/2006	02303619 WASSON ENGINEERING	0.00
409	09/28/2006	00946818 IMREI YITZCHAK	3,000.00
410	09/28/2006	01103602 KALMAN REAL ESTATE	6,000.00
411	04/26/2007	01132418 KIRKLAND RISK GROUP, INC.	1,969.52
412	04/26/2007	00950416 INFUND	1,126.66
413	07/18/2007	01975642 SULLIVAN COUNTY TREASURER	9,619.86
414	08/06/2007	00950416 INFUND	1,182.99
415	09/19/2007	01910808 SCHOOL TAX COLLECTOR	4,871.34
416	11/06/2007	02303619 WASSON ENGINEERING	10,000.00
417	11/06/2007	02303619 WASSON ENGINEERING	2,265.00
418	11/28/2007	00950416 INFUND	1,239.32
419	03/17/2008	01132418 KIRKLAND RISK GROUP, INC.	429.47
420	04/17/2008	00968401 ISAAC SCHWARTZ	5,000.00
421	05/01/2008	02032423 TIM MILLER ASSOCIATES, INC.	5,000.00
422	05/12/2008	00950416 INFUND	175.73
423	05/22/2008	01975642 SULLIVAN COUNTY TREASURER	3,677.04
424	07/10/2008	01132418 KIRKLAND RISK GROUP, INC.	1,061.44
425	07/15/2008	00950416 INFUND	90.01
426	07/31/2008	00950416 INFUND	85.72
427	08/14/2008	00950416 INFUND	85.72
428	09/18/2008	00950416 INFUND	90.01
430	11/12/2008	00632418 FIRST INSURANCE FUNDING CORP.	175.73
431	11/18/2008	01975642 SULLIVAN COUNTY TREASURER	5,046.47
432	12/18/2008	00632418 FIRST INSURANCE FUNDING CORP.	85.72
434	02/12/2009	00632418 FIRST INSURANCE FUNDING CORP.	90.01
435	03/09/2009	01132418 KIRKLAND RISK GROUP, INC.	298.15
436	04/22/2009	00632418 FIRST INSURANCE FUNDING CORP.	93.59
437	06/10/2009	00632418 FIRST INSURANCE FUNDING CORP.	98.27
438	06/29/2009	01975642 SULLIVAN COUNTY TREASURER	3,848.37
439	06/29/2009	00632418 FIRST INSURANCE FUNDING CORP.	93.59
440	07/15/2009	00632418 FIRST INSURANCE FUNDING CORP.	98.27
441	08/18/2009	00632418 FIRST INSURANCE FUNDING CORP.	93.59
442	09/29/2009	00632418 FIRST INSURANCE FUNDING CORP.	93.59
443	11/11/2009	00632418 FIRST INSURANCE FUNDING CORP.	102.95
444	12/02/2009	00632418 FIRST INSURANCE FUNDING CORP.	98.27
445	12/15/2009	00632418 FIRST INSURANCE FUNDING CORP.	186.40
446	01/20/2010	02003624 TAX COLLECTOR	9,204.95

EXCLUDED FROM TOTAL

Sullivan County Venture Capital Group LLC
Cash Disbursements Summary

3:35:36 PM, 07/18/2016
 Page 2 of 3

COMMEI COMMERCE BANK

Dates 01/01/05 to 12/31/16

Check No	Check Date	Vendor	Amount
448	04/07/2010	01132418 KIRKLAND RISK GROUP, INC.	298.15
449	04/14/2010	00632418 FIRST INSURANCE FUNDING CORP.	93.59
450	05/24/2010	00632418 FIRST INSURANCE FUNDING CORP.	93.59
451	06/17/2010	00632418 FIRST INSURANCE FUNDING CORP.	93.59
452	07/20/2010	00632418 FIRST INSURANCE FUNDING CORP.	93.59
453	08/30/2010	00632418 FIRST INSURANCE FUNDING CORP.	93.59
454	10/06/2010	00632418 FIRST INSURANCE FUNDING CORP.	102.95
455	10/21/2010	00632418 FIRST INSURANCE FUNDING CORP.	93.59
456	10/21/2010	01910808 SCHOOL TAX COLLECTOR	5,277.97
457	11/23/2010	00632418 FIRST INSURANCE FUNDING CORP.	98.27
458	11/23/2010	02303619 WASSON ENGINEERING	2,199.20
459	11/24/2010	00510815 ECOLOGICAL ANALYSIS, LLC	1,300.00
460	12/27/2010	00632418 FIRST INSURANCE FUNDING CORP.	98.27
461	01/24/2011	00632418 FIRST INSURANCE FUNDING CORP.	98.27
462	01/24/2011	02003624 TAX COLLECTOR	3,799.93
463	03/28/2011	01132418 KIRKLAND RISK GROUP, INC.	298.15
464	04/14/2011	00632418 FIRST INSURANCE FUNDING CORP.	93.59
465	05/18/2011	00632418 FIRST INSURANCE FUNDING CORP.	93.59
466	06/27/2011	00632418 FIRST INSURANCE FUNDING CORP.	93.59
467	07/25/2011	00632418 FIRST INSURANCE FUNDING CORP.	93.59
468	08/23/2011	00632418 FIRST INSURANCE FUNDING CORP.	102.95
469	09/20/2011	00510815 ECOLOGICAL ANALYSIS, LLC	727.10
470	09/20/2011	00632418 FIRST INSURANCE FUNDING CORP.	93.59
471	09/20/2011	01910808 SCHOOL TAX COLLECTOR	5,259.65
472	10/04/2011	02303619 WASSON ENGINEERING	1,500.00
473	10/27/2011	00632418 FIRST INSURANCE FUNDING CORP.	93.59
474	11/16/2011	00632418 FIRST INSURANCE FUNDING CORP.	98.27
475	12/22/2011	00632418 FIRST INSURANCE FUNDING CORP.	93.59
476	12/22/2011	02303619 WASSON ENGINEERING	1,489.20
477	12/29/2011	00510815 ECOLOGICAL ANALYSIS, LLC	2,200.00
478	01/20/2012	00632418 FIRST INSURANCE FUNDING CORP.	93.59
479	01/20/2012	02003624 TAX COLLECTOR	3,797.09
480	03/20/2012	01132418 KIRKLAND RISK GROUP, INC.	398.15
481	05/10/2012	00632418 FIRST INSURANCE FUNDING CORP.	98.27
482	05/21/2012	00632418 FIRST INSURANCE FUNDING CORP.	93.59
483	05/21/2012	02303619 WASSON ENGINEERING	4,266.70
484	06/19/2012	00632418 FIRST INSURANCE FUNDING CORP.	93.59
485	07/16/2012	00632418 FIRST INSURANCE FUNDING CORP.	98.27
486	08/16/2012	00632418 FIRST INSURANCE FUNDING CORP.	93.59
487	09/13/2012	02303619 WASSON ENGINEERING	3,174.35
488	09/13/2012	02303619 WASSON ENGINEERING	14,172.50
489	09/19/2012	00632418 FIRST INSURANCE FUNDING CORP.	93.59
490	09/19/2012	01910808 SCHOOL TAX COLLECTOR	5,250.41
491	10/25/2012	00632418 FIRST INSURANCE FUNDING CORP.	93.59
492	12/03/2012	00632418 FIRST INSURANCE FUNDING CORP.	93.59

Sullivan County Venture Capital Group LLC
Cash Disbursements Summary

3:35:36 PM, 07/18/2016
 Page 3 of 3

COMMEI COMMERCE BANK

Dates 01/01/05 to 12/31/16

Check No	Check Date	Vendor	Amount
493	12/17/2012	00632418 FIRST INSURANCE FUNDING CORP.	98.27
494	01/03/2013	00510815 ECOLOGICAL ANALYSIS, LLC	1,672.50
495	01/03/2013	02303619 WASSON ENGINEERING	909.20
496	01/24/2013	00632418 FIRST INSURANCE FUNDING CORP.	93.59
497	01/24/2013	02003624 TAX COLLECTOR	3,878.09
498	09/25/2013	01910808 SCHOOL TAX COLLECTOR	5,314.01
499	12/10/2013	00803624 HANSON VAN VLEET, LLC	2,800.00
500	01/31/2014	02003624 TAX COLLECTOR	4,084.28
501	03/18/2014	01032413 JIM WILD	2,000.00
502	03/24/2014	01132418 KIRKLAND RISK GROUP, INC.	1,385.00
503	04/01/2014	01132418 KIRKLAND RISK GROUP, INC.	75.00
504	08/12/2014	01032423 JIM WILD WELL DRILLING, LLC	17,000.00
505	09/11/2014	00303626 CAPITAL ONE	957.53
506	09/18/2014	01910808 SCHOOL TAX COLLECTOR	5,341.11
507	12/11/2014	02054023 TOWN OF FALLSBURG	1,500.00
508	12/11/2014	02054023 TOWN OF FALLSBURG	1,500.00
509	12/16/2014	01032423 JIM WILD WELL DRILLING, LLC	28,606.00
510	01/28/2015	02003624 TAX COLLECTOR	4,113.70
511	03/16/2015	01132418 KIRKLAND RISK GROUP, INC.	1,385.00
512	03/23/2015	00150420 ANTHONY F. SICILIANO, LS, P.C.	1,125.00
513	05/28/2015	02303619 WASSON ENGINEERING	19,529.58
514	06/11/2015	02303619 WASSON ENGINEERING	1,483.85
515	08/27/2015	02054023 TOWN OF FALLSBURG	500.00
516	09/01/2015	00510815 ECOLOGICAL ANALYSIS, LLC	1,851.60
517	09/09/2015	01932422 SIVE, PAGET & RIESEL	41,080.44
518	09/16/2015	02054023 TOWN OF FALLSBURG	5,000.00
519	09/16/2015	02054023 TOWN OF FALLSBURG	5,000.00
520	09/17/2015	01039601 JK EXPEDITING SERVICES	5,000.00
521	09/24/2015	01910808 SCHOOL TAX COLLECTOR	5,430.94
522	09/21/2015	02303619 WASSON ENGINEERING	10,000.00
523	10/20/2015	00803624 HANSON VAN VLEET, LLC	5,000.00
524	12/10/2015	01032423 JIM WILD WELL DRILLING, LLC	3,400.00
525	12/10/2015	01932422 SIVE, PAGET & RIESEL	1,562.75
526	01/27/2016	02003624 TAX COLLECTOR	4,236.59
527	01/27/2016	02303619 WASSON ENGINEERING	4,863.25
528	03/15/2016	01132418 KIRKLAND RISK GROUP, INC.	1,385.00
529	04/14/2016	01403630 NATIONAL GRANITE TITLE RESEARCH INC.	270.94
530	06/01/2016	02054033 TOWN OF FALLSBURG	2,127.50

Total Checks Written

428,394.54

0.00

A/P Purchase Journal by G/L Account dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
2101010	Accounts Payable									
ANTHONY F. SICILIA	TOPOGRAPH	04/20/2012	Office	-1,125.00						
CAPITAL ONE	09032014	09/03/2014	Office	-957.53						
ECOLOGICAL ANALY 1		10/29/2010	Office	-1,300.00						
ECOLOGICAL ANALY 2		08/08/2011	Office	-727.10						
ECOLOGICAL ANALY 3		12/22/2011	Office	-2,200.00						
ECOLOGICAL ANALY 4		09/05/2012	Office	-1,672.50						
ECOLOGICAL ANALY 8-6		01/25/2015	Office	-1,851.60						
FIRST INSURANCE F	01042012	01/04/2012	Office	-93.59						
FIRST INSURANCE F	01072009	01/25/2009	Office	-90.01						
FIRST INSURANCE F	01072013	01/07/2013	Office	-93.59						
FIRST INSURANCE F	01092011	01/09/2011	Office	-98.27						
FIRST INSURANCE F	04042012	04/25/2012	Office	-98.27						
FIRST INSURANCE F	04072011	04/07/2011	Office	-93.59						
FIRST INSURANCE F	04252009	04/07/2009	Office	-93.59						
FIRST INSURANCE F	05062012	05/06/2012	Office	-93.59						
FIRST INSURANCE F	05092010	05/09/2010	Office	-93.59						
FIRST INSURANCE F	05252009	05/25/2009	Office	-98.27						
FIRST INSURANCE F	05252011	05/08/2011	Office	-93.59						
FIRST INSURANCE F	06042012	06/04/2012	Office	-93.59						
FIRST INSURANCE F	06072009	06/07/2009	Office	-93.59						
FIRST INSURANCE F	06072010	06/07/2010	Office	-93.59						
FIRST INSURANCE F	06072011	06/07/2011	Office	-93.59						
FIRST INSURANCE F	070412	07/04/2012	Office	-98.27						
FIRST INSURANCE F	07042011	07/04/2011	Office	-93.59						

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
2101010	Accounts Payable									
FIRST INSURANCE F	080411	08/04/2011	Office	-102.95						
FIRST INSURANCE F	08052012	08/05/2012	Office	-93.59						
FIRST INSURANCE F	08092010	08/09/2010	Office	-93.59						
FIRST INSURANCE F	09042012	09/04/2012	Office	-93.59						
FIRST INSURANCE F	09052011	09/05/2011	Office	-93.59						
FIRST INSURANCE F	10/04/2011	10/04/2011	Office	-93.59						
FIRST INSURANCE F	10042010	10/04/2010	Office	-102.95						
FIRST INSURANCE F	10042012	10/04/2012	Office	-93.59						
FIRST INSURANCE F	10072008	10/07/2008	Office	-90.01						
FIRST INSURANCE F	10072010	10/07/2010	Office	-93.59						
FIRST INSURANCE F	11042012	11/04/2012	Office	-93.59						
FIRST INSURANCE F	11062011	11/06/2011	Office	-98.27						
FIRST INSURANCE F	11072008	11/07/2008	Office	-85.72						
FIRST INSURANCE F	11072010	11/07/2010	Office	-98.27						
FIRST INSURANCE F	12042011	12/04/2011	Office	-93.59						
FIRST INSURANCE F	12042012	12/04/2012	Office	-98.27						
FIRST INSURANCE F	12072008	12/07/2008	Office	-85.72						
FIRST INSURANCE F	12072010	12/07/2010	Office	-98.27						
FIRST INSURANCE F	8/09	08/09/2009	Office	-93.59						
FIRST INSURANCE F	April 2010	04/07/2010	Office	-93.59						
FIRST INSURANCE F	DEC PMT	12/07/2009	Office	-186.40						
FIRST INSURANCE F	JULY 2010	07/07/2010	Office	-93.59						
FIRST INSURANCE F	JULY PMT	07/07/2009	Office	-98.27						
FIRST INSURANCE F	NOV PMT	11/08/2009	Office	-98.27						

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
2101010	Accounts Payable									
FIRST INSURANCE F	OCT PMT	10/07/2009	Office	-102.95						
FIRST INSURANCE F	SEPT PMT	09/07/2009	Office	-93.59						
HANSON VAN VLEET	09252015	09/25/2015	Office	-5,000.00						
HANSON VAN VLEET	HGE-PH1	12/09/2013	Office	-2,800.00						
IMREI YITZCHAK	09192006	09/19/2006	Office	-3,000.00						
INFUND	050708	05/07/2008	Office	-175.73						
INFUND	06252008	07/06/2008	Office	-90.01						
INFUND	07072008	07/07/2008	Office	-85.72						
INFUND	08072008	08/07/2008	Office	-85.72						
INFUND	09072008	09/07/2008	Office	-90.01						
INFUND	11062007	11/06/2007	Job	-1,239.32			100	19000	Other	1,239.32
INFUND	1ST INSTALLN	04/25/2007	Office	-1,126.66						
INFUND	21183-0001-75	08/06/2007	Office	-1,182.99						
ISAAC SCHWARTZ	041708	04/17/2008	Office	-5,000.00						
JIM WILD	03112014	03/11/2014	Office	-2,000.00						
JIM WILD WELL DRIL	131848	08/06/2014	Office	-17,000.00						
JIM WILD WELL DRIL	131873	10/23/2014	Office	-28,606.00						
JIM WILD WELL DRIL	131989	11/16/2015	Office	-3,400.00						
JK EXPEDITING SER	50	03/30/2015	Office	-5,000.00						
KALMAN REAL ESTA	09192006	09/19/2006	Office	-6,000.00						
KIRKLAND RISK GRC	0.0118.0008	08/03/2005	Office	-13,810.04						
KIRKLAND RISK GRC	03032014	03/03/2014	Office	-1,385.00						
KIRKLAND RISK GRC	03032014D	03/03/2014	Office	-75.00						
KIRKLAND RISK GRC	031108	03/11/2008	Office	-429.47						

A/P Purchase Journal by G/L Account dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
2101010	Accounts Payable									
KIRKLAND RISK GRC	03252010	03/25/2010	Office	-298.15						
KIRKLAND RISK GRC	03252011	03/25/2011	Office	-298.15						
KIRKLAND RISK GRC	03252015	03/04/2015	Office	-1,385.00						
KIRKLAND RISK GRC	2023011	03/19/2012	Office	-398.15						
KIRKLAND RISK GRC	356B006304	03/21/2006	Office	-5,482.53						
KIRKLAND RISK GRC	MGL08382145	03/01/2009	Office	-298.15						
KIRKLAND RISK GRC	P-#14336	08/01/2005	Office	-4,025.00						
KIRKLAND RISK GRC	REN2016	03/03/2016	Office	-1,385.00						
KIRKLAND RISK GRC	RENEWAL200	04/16/2007	Office	-1,969.52						
KIRKLAND RISK GRC	USU CL31029C	07/01/2008	Office	-1,061.44						
NATIONAL GRANITE	50347	03/25/2016	Office	-270.94						
SCHOOL TAX COLLE	002236	09/01/2013	Office	-5,314.01						
SCHOOL TAX COLLE	002239	09/01/2012	Office	-5,250.41						
SCHOOL TAX COLLE	002247	09/01/2011	Office	-5,259.65						
SCHOOL TAX COLLE	2188	09/01/2007	Office	-4,871.34						
SCHOOL TAX COLLE	2236	09/01/2014	Office	-5,341.11						
SCHOOL TAX COLLE	2252	10/01/2010	Office	-5,277.97						
SCHOOL TAX COLLE	3230	09/01/2015	Office	-5,430.94						
SIVE, PAGET & RIES	44932 SB	08/31/2015	Office	-41,080.44						
SIVE, PAGET & RIES	45601 SB	10/31/2015	Office	-1,562.75						
STEVEN KRAUSMAN	REIMB.	06/05/2006	Office	-4,000.00						
SULLIVAN COUNTY	004005	05/01/2008	Office	-3,677.04						
SULLIVAN COUNTY	2244	09/01/2008	Office	-5,046.47						
SULLIVAN COUNTY	28.-1-1	06/01/2009	Office	-3,848.37						

Sullivan County Venture Capital Group LLC

A/P Purchase Journal by G/L Account dates 01/01/05 to 12/31/16

12:18:26 PM, 07/19/2016
Page 5 of 13

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cusco	Cat	Amount
2101010	Accounts Payable									
SULLIVAN COUNTY	28-1-1 BILL #:	07/01/2007	Office	-9,619.86						
TAX COLLECTOR	004099	01/01/2010	Office	-9,204.95						
TAX COLLECTOR	004142	01/01/2014	Office	-4,084.28						
TAX COLLECTOR	004158	01/01/2012	Office	-3,797.09						
TAX COLLECTOR	004166	01/01/2011	Office	-3,799.93						
TAX COLLECTOR	3846	01/01/2006	Office	-8,227.63						
TAX COLLECTOR	4139	01/01/2015	Office	-4,113.70						
TAX COLLECTOR	4151	01/01/2013	Office	-3,878.09						
TAX COLLECTOR	4177	01/01/2016	Office	-4,236.59						
TIM MILLER ASSOCI/ SWPPP		05/01/2008	Office	-5,000.00						
TOWN OF FALLSBUF ENGINEER		12/10/2014	Office	-1,500.00						
TOWN OF FALLSBUF ESCROW		08/27/2015	Office	-500.00						
TOWN OF FALLSBUF ESCROW1		09/15/2015	Office	-5,000.00						
TOWN OF FALLSBUF ESCROW2		09/15/2015	Office	-5,000.00						
TOWN OF FALLSBUF PLANNING		12/10/2014	Office	-1,500.00						
TOWN OF FALLSBUF F-16-873		06/01/2016	Office	-1,480.00						
TOWN OF FALLSBUF F-16-885		06/01/2016	Office	-647.50						
WASSON ENGINEER 10/04/2011		10/04/2011	Office	-1,500.00						
WASSON ENGINEER 104-47A-01		05/31/2005	Office	-50,000.00						
WASSON ENGINEER 105-009-01		04/25/2005	Office	-760.00						
WASSON ENGINEER 105-009-02		06/28/2005	Office	-400.00						
WASSON ENGINEER 105-009-04		09/19/2005	Office	-1,505.00						
WASSON ENGINEER 105-009-05		01/31/2006	Office	-65.00						
WASSON ENGINEER 105-009-05INT		01/31/2006	Office	-465.00						

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
2101010 Accounts Payable										
WASSON ENGINEER	105-09-07	04/23/2012	Office	-4,266.70						
WASSON ENGINEER	105-09-08	05/07/2012	Office	-1,589.87						
WASSON ENGINEER	105-09-09	06/25/2012	Office	-1,584.48						
WASSON ENGINEER	105-09-10	09/17/2012	Office	-909.20						
WASSON ENGINEER	105-41 DNPMT	10/22/2007	Job	-10,000.00						
WASSON ENGINEER	105-41-05	10/22/2007	Job	-2,265.00						
WASSON ENGINEER	105-41-33	07/27/2012	Office	-14,172.50						
WASSON ENGINEER	110-05-01	09/20/2010	Office	-2,199.20						
WASSON ENGINEER	110-05-05	11/16/2011	Office	-1,489.20						
WASSON ENGINEER	110-05-09	04/16/2015	Office	-19,529.58						
WASSON ENGINEER	110-05-10	05/28/2015	Office	-1,483.85						
WASSON ENGINEER	110-05-14	01/18/2016	Office	-4,863.25						
WASSON ENGINEER REIMB.		06/05/2006	Office	4,000.00						
WASSON ENGINEER RETAINER		09/04/2015	Office	-10,000.00						
WASSON ENGINEER RETAINER #1		06/05/2006	Job	-2,000.00						
WITMAN, STADTMA	8560-1	01/02/2006	Office	-5,000.00						
Total G/L Account				-428,054.54						
2200000 Loans & Exchanges										
STEVEN KRAUSMAN REIMB.		06/05/2006	Office	4,000.00						
WASSON ENGINEER REIMB.		06/05/2006	Office	-4,000.00						
Total G/L Account				0.00						
2200008 L/E Willow Woods										
KIRKLAND RISK GRC 0.0118.0008		08/03/2005	Office	13,810.04						
KIRKLAND RISK GRC 356B006304		03/21/2006	Office	5,482.53						

80 Accruals

100 00033

UNRELATED EXPENDITURES EXCLUDED FROM TOTAL

100 00033 Other 10,000.00
100 00033 Other 2,265.00

100 00033 Other 2,000.00

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
2200008 L/E Willow Woods										
KIRKLAND RISK GRC	P-#14336	08/01/2005	Office	4,025.00						
WASSON ENGINEER	104-47A-01	05/31/2005	Office	50,000.00						
Total G/L Account				73,317.57						
2200010 L/E 80 Acre Site										
IMREI YITZCHAK	09192006	09/19/2006	Office	3,000.00						
ISAAC SCHWARTZ	041708	04/17/2008	Office	5,000.00						
KALMAN REAL ESTA	09192006	09/19/2006	Office	6,000.00						
TIM MILLER ASSOCI/ SWPPP		05/01/2008	Office	5,000.00						
Total G/L Account				19,000.00						
5105001 Subcontractor										
JIM WILD	03112014	03/11/2014	Office	2,000.00						
JIM WILD WELL DRIL	131848	08/06/2014	Office	17,000.00						
JIM WILD WELL DRIL	131873	10/23/2014	Office	28,606.00						
JIM WILD WELL DRIL	131989	11/16/2015	Office	3,400.00						
Total G/L Account				51,006.00						
5108001 Insurance Exp										
FIRST INSURANCE F	01042012	01/04/2012	Office	93.59						
FIRST INSURANCE F	01072009	01/25/2009	Office	90.01						
FIRST INSURANCE F	01072013	01/07/2013	Office	93.59						
FIRST INSURANCE F	01092011	01/09/2011	Office	98.27						
FIRST INSURANCE F	04042012	04/25/2012	Office	98.27						
FIRST INSURANCE F	04072011	04/07/2011	Office	93.59						
FIRST INSURANCE F	04252009	04/07/2009	Office	93.59						
FIRST INSURANCE F	05062012	05/06/2012	Office	93.59						
FIRST INSURANCE F	05092010	05/09/2010	Office	93.59						

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
5108001 Insurance Exp										
FIRST INSURANCE F	05252009	05/25/2009	Office	98.27						
FIRST INSURANCE F	05252011	05/08/2011	Office	93.59						
FIRST INSURANCE F	06042012	06/04/2012	Office	93.59						
FIRST INSURANCE F	06072009	06/07/2009	Office	93.59						
FIRST INSURANCE F	06072010	06/07/2010	Office	93.59						
FIRST INSURANCE F	06072011	06/07/2011	Office	93.59						
FIRST INSURANCE F	070412	07/04/2012	Office	98.27						
FIRST INSURANCE F	07042011	07/04/2011	Office	93.59						
FIRST INSURANCE F	080411	08/04/2011	Office	102.95						
FIRST INSURANCE F	08052012	08/05/2012	Office	93.59						
FIRST INSURANCE F	08092010	08/09/2010	Office	93.59						
FIRST INSURANCE F	09042012	09/04/2012	Office	93.59						
FIRST INSURANCE F	09052011	09/05/2011	Office	93.59						
FIRST INSURANCE F	10/04/2011	10/04/2011	Office	93.59						
FIRST INSURANCE F	10042010	10/04/2010	Office	102.95						
FIRST INSURANCE F	10042012	10/04/2012	Office	93.59						
FIRST INSURANCE F	10072008	10/07/2008	Office	90.01						
FIRST INSURANCE F	10072010	10/07/2010	Office	93.59						
FIRST INSURANCE F	11042012	11/04/2012	Office	93.59						
FIRST INSURANCE F	11062011	11/06/2011	Office	98.27						
FIRST INSURANCE F	11072008	11/07/2008	Office	85.72						
FIRST INSURANCE F	11072010	11/07/2010	Office	98.27						
FIRST INSURANCE F	12042011	12/04/2011	Office	93.59						
FIRST INSURANCE F	12042012	12/04/2012	Office	98.27						

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
5108001 Insurance Exp										
FIRST INSURANCE F	12072008	12/07/2008	Office	85.72						
FIRST INSURANCE F	12072010	12/07/2010	Office	98.27						
FIRST INSURANCE F	8/09	08/09/2009	Office	93.59						
FIRST INSURANCE F	April 2010	04/07/2010	Office	93.59						
FIRST INSURANCE F	DEC PMT	12/07/2009	Office	186.40						
FIRST INSURANCE F	JULY 2010	07/07/2010	Office	93.59						
FIRST INSURANCE F	JULY PMT	07/07/2009	Office	98.27						
FIRST INSURANCE F	NOV PMT	11/08/2009	Office	98.27						
FIRST INSURANCE F	OCT PMT	10/07/2009	Office	102.95						
FIRST INSURANCE F	SEPT PMT	09/07/2009	Office	93.59						
KIRKLAND RISK GRC	03252010	03/25/2010	Office	298.15						
KIRKLAND RISK GRC	03252011	03/25/2011	Office	298.15						
Total G/L Account				4,765.46						
5501010 Property Tax										
SCHOOL TAX COLLE	002236	09/01/2013	Office	5,314.01						
SCHOOL TAX COLLE	002239	09/01/2012	Office	5,250.41						
SCHOOL TAX COLLE	002247	09/01/2011	Office	5,259.65						
SCHOOL TAX COLLE	2188	09/01/2007	Office	4,871.34						
SCHOOL TAX COLLE	2236	09/01/2014	Office	5,341.11						
SCHOOL TAX COLLE	2252	10/01/2010	Office	5,174.48						
SCHOOL TAX COLLE	3230	09/01/2015	Office	5,430.94						
SULLIVAN COUNTY -	004005	05/01/2008	Office	3,677.04						
SULLIVAN COUNTY -	2244	09/01/2008	Office	5,046.47						
SULLIVAN COUNTY -	28-1-1	06/01/2009	Office	3,848.37						

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor: SULLIVAN COUNTY - 28.-1-1 BILL #3 Invoice No: 07/01/2007 Date: 07/01/2007 Type: Office Gross: 9,619.86 Discount: Retainer: Job Number: Cosco: Cat: Amount:

Property Tax	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
TAX COLLECTOR	004099	01/01/2010	Office	9,204.95						
TAX COLLECTOR	004142	01/01/2014	Office	4,084.28						
TAX COLLECTOR	004158	01/01/2012	Office	3,797.09						
TAX COLLECTOR	004166	01/01/2011	Office	3,799.93						
TAX COLLECTOR	3846	01/01/2006	Office	8,227.63						
TAX COLLECTOR	4139	01/01/2015	Office	4,113.70						
TAX COLLECTOR	4151	01/01/2013	Office	3,878.09						
TAX COLLECTOR	4177	01/01/2016	Office	4,236.59						
Total G/L Account				100,175.94						

5701010 Insur: Liability

Insur: Liability	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
INFUND	11062007	11/06/2007	Job	1,239.32						
INFUND	1ST INSTALLM	04/25/2007	Office	1,126.66			100	19000	Other	1,239.32
INFUND	21183-0001-79	08/06/2007	Office	1,182.99						
KIRKLAND RISK GRC	03032014	03/03/2014	Office	1,385.00						
KIRKLAND RISK GRC	03032014D	03/03/2014	Office	75.00						
KIRKLAND RISK GRC	031108	03/11/2008	Office	429.47						
KIRKLAND RISK GRC	03252015	03/04/2015	Office	1,385.00						
KIRKLAND RISK GRC	2023011	03/19/2012	Office	398.15						
KIRKLAND RISK GRC	MGL08382145	03/01/2009	Office	298.15						
KIRKLAND RISK GRC	REN2016	03/03/2016	Office	1,385.00						
KIRKLAND RISK GRC	RENEWAL200	04/16/2007	Office	1,969.52						
KIRKLAND RISK GRC	USU CL310291	07/01/2008	Office	1,061.44						
Total G/L Account				11,935.70						

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
5701020 Insur: Builder's Risk										
INFUND	050708	05/07/2008	Office	175.73						
INFUND	06252008	07/06/2008	Office	90.01						
INFUND	07072008	07/07/2008	Office	85.72						
INFUND	08072008	08/07/2008	Office	85.72						
INFUND	09072008	09/07/2008	Office	90.01						
Total G/L Account				527.19						
5801050 Consulting Fees										
TOWN OF FALLSBUF F-16-873		06/01/2016	Office	1,480.00						
TOWN OF FALLSBUF F-16-885		06/01/2016	Office	647.50						
Total G/L Account				2,127.50						
5801060 Legal & Professional										
ANTHONY F. SICILIA TOPOGRAPH		04/20/2012	Office	1,125.00						
ECOLOGICAL ANALY 1		10/29/2010	Office	1,300.00						
ECOLOGICAL ANALY 2		08/08/2011	Office	727.10						
ECOLOGICAL ANALY 3		12/22/2011	Office	2,200.00						
ECOLOGICAL ANALY 4		09/05/2012	Office	1,672.50						
ECOLOGICAL ANALY 8-6		01/25/2015	Office	1,851.60						
HANSON VAN VLEET 09252015		09/25/2015	Office	5,000.00						
HANSON VAN VLEET HGE-PH1		12/09/2013	Office	2,800.00						
JK EXPEDITING SER 50		03/30/2015	Office	5,000.00						
NATIONAL GRANITE 50347		03/25/2016	Office	270.94						
SIVE, PAGET & RIES 44932 SB		08/31/2015	Office	9,759.00						
SIVE, PAGET & RIES 44932 SB		08/31/2015	Office	31,321.44						
SIVE, PAGET & RIES 45601 SB		10/31/2015	Office	1,562.75						

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
5801060 Legal & Professional										
WITTMAN, STADTMAL	8560-1	01/02/2006	Office	5,000.00						
Total G/L Account				163,673.16						
5801160 Miscellaneous Expenses										
CAPITAL ONE	09032014	09/03/2014	Office	957.53						
SCHOOL TAX COLLE	2252	10/01/2010	Office	103.49						
WASSON ENGINEER	105-009-05INT	01/31/2006	Office	465.00						
Total G/L Account				1,526.02						

Sullivan County Venture Capital Group LLC

12:18:26 PM, 07/19/2016
Page 12 of 13

A/P Purchase Journal by G/L Account Dates 01/01/05 to 12/31/16

Vendor	Invoice No	Date	Type	Gross	Discount	Retainer	Job Number	Cosco	Cat	Amount
5801060	Legal & Professional									
TOWN OF FALLSBUF ENGINEER		12/10/2014	Office	1,500.00						
TOWN OF FALLSBUF ESCROW		08/27/2015	Office	500.00						
TOWN OF FALLSBUF ESCROW1		09/15/2015	Office	5,000.00						
TOWN OF FALLSBUF ESCROW2		09/15/2015	Office	5,000.00						
TOWN OF FALLSBUF PLANNING		12/10/2014	Office	1,500.00						
WASSON ENGINEER 10/04/2011		10/04/2011	Office	1,500.00						
WASSON ENGINEER 105-009-01		04/25/2005	Office	760.00						
WASSON ENGINEER 105-009-02		06/28/2005	Office	400.00						
WASSON ENGINEER 105-009-04		09/19/2005	Office	1,505.00						
WASSON ENGINEER 105-009-05		01/31/2006	Office	65.00						
WASSON ENGINEER 105-09-07		04/23/2012	Office	4,266.70						
WASSON ENGINEER 105-09-08		05/07/2012	Office	1,589.87						
WASSON ENGINEER 105-09-09		06/25/2012	Office	1,584.48						
WASSON ENGINEER 105-09-10		09/17/2012	Office	909.20						
WASSON ENGINEER 105-41 DNPM1		10/22/2007	Job	10,000.00			100 00033		Other	10,000.00
WASSON ENGINEER 105-41-05		10/22/2007	Job	2,265.00			100 00033		Other	2,265.00
WASSON ENGINEER 105-41-33		07/27/2012	Office	14,172.50						
WASSON ENGINEER 110-05-01		09/20/2010	Office	2,199.20						
WASSON ENGINEER 110-05-05		11/16/2011	Office	1,489.20						
WASSON ENGINEER 110-05-09		04/16/2015	Office	19,529.58						
WASSON ENGINEER 110-05-10		05/28/2015	Office	1,483.85						
WASSON ENGINEER 110-05-14		01/18/2016	Office	4,863.25						
WASSON ENGINEER RETAINER		09/04/2015	Office	10,000.00						
WASSON ENGINEER RETAINER #1(06/05/2006	Job	2,000.00			100 00033		Other	2,000.00

Exhibit C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

-----X
In the Matter of

The Application of SULLIVAN COUNTY
VENTURES CAPITAL GROUP, LLC,

INDEX NO. 869-15

Petitioner-Plaintiff,

**STIPULATION OF
DISCONTINUANCE**

For a Judgment Pursuant to Article 78 of the CPLR
and a Declaratory Judgment Pursuant to Section 3001
of the CPLR

-against -

THE TOWN OF FALLSBURG and THE TOWN
BOARD OF THE TOWN OF FALLSBURG,

Respondents-Defendants.

-----X

WHEREAS, Petitioner-Plaintiff, SULLIVAN COUNTY VENTURES CAPITAL GROUP, LLC (“SCV”), by and through its attorneys, Sive, Paget & Riesel, P.C., served upon Respondents-Defendants the Town of Fallsburg and the Town Board of the Town of Fallsburg (collectively, the “Town Respondents”) a Verified Petition and Complaint in the above-captioned action;

WHEREAS, the Verified Petition and Complaint specified a return date of July 1st at 9:30 a.m. or as soon thereafter as counsel could be heard, which return date was extended by a stipulation between the parties to September 4, 2015 at 9:30 a.m.;

WHEREAS, Respondents-Defendants have served a Verified Response to Petition and Answer with supporting papers (the “Verified Response”) upon Petitioners-Plaintiffs;

WHEREAS, the SCV and the Town Respondents have discussed and reached a resolution of the above-captioned action;

NOW, THEREFORE, the SCV and the Town Respondents do hereby stipulate and agree as follows:

1. The Town Respondents state in the Verified Response that the Town of Fallsburg Town Code ("Town Code") was amended on or about December 22, 2014 and included various changes to Chapter 310 governing zoning.

2. SCV and the Town Respondents stipulate and agree that, after the December 22, 2014 amendments, Chapter 310 provided as follows in relevant part:

a. the minimum lot size for a property in the REC-1 Residential District served by public or central water and sewer is 1.5 acres; and

b. property in the REC-1 Residential District Overlay served by public or central water and sewer can be built to a density of two units per acre with mandatory clustering as authorized by and in compliance with Town Code § 310-29.1.

3. SCV's property, known as Timber Hills, is eligible for a density of two units per acre, so long as all applicable requirements of state and local law are satisfied, including but not limited to those mandated Town Code § 310-29.1. SVC acknowledges that this Stipulation of Discontinuance does not obviate the requirements that SVC comply with all state and local processes to obtain the necessary government approval for the Timber Hills project (a/k/a Timber Ridge), which has not yet occurred. Nothing in the foregoing stipulation creates any vested right in favor of SVC regarding the development or use of the subject property, Timber Hills (a/k/a Timber Ridge).

4. Based upon the foregoing SCV hereby withdraws and discontinues this litigation in its entirety with prejudice.

Dated: New York, New York
September 8, 2015

SIVE, PAGET & RIESEL, P.C.

By:


Steven Barshov
Attorneys for Petitioner-Plaintiff
Sullivan County Ventures Capital Group LLC
460 Park Avenue
New York, New York 10022
212-421-2150
sbarshov@sprlaw.com

GOLDBERG SEGALLA

By:

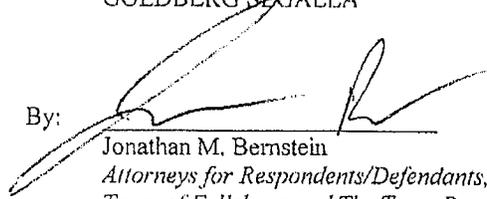

Jonathan M. Bernstein
Attorneys for Respondents/Defendants, The
Town of Fallsburg and The Town Board of
the Town of Fallsburg
8 Southwoods Blvd., Suite 300
Albany, New York 12211
518-463-5400

Exhibit D

Steven Barshov
Direct Dial: (646) 378-7229
sbarshov@sprlaw.com

June 20, 2016

BY HAND

Hon. Steven Vegliante
Town Board Members
Town of Fallsburg
19 Railroad Plaza
South Fallsburg, NY 12779

Re: Proposed Moratorium Local Law

Supervisor Vegliante and Town Board Members:

This letter is submitted on behalf of Sullivan County Ventures Capital Group, LLC ("SCV") in opposition to the proposed local law entitled "Establishing a Moratorium on Residential Development Approvals" (the "Proposed Moratorium Law"). SCV owns approximately 308.58 acres of property within the Town of Fallsburg (the "Town"), being Tax Lot 28-1-1 (the "Property").

The law is very well established in New York that: (1) a *bona fide* emergency must exist to warrant imposition of a moratorium on land development and issuance of land development approvals; and (2) the moratorium must be narrowly crafted to address the extant emergency that justifies its adoption. The Proposed Moratorium Law does not reference any emergency facing the Town. Section 1 of the "Proposed Moratorium Law" states its purpose as follows:

The purpose of this local law is to temporarily suspend requirements to approve residential subdivisions and other residential development while the Town considers changes to its comprehensive plan and considers and adopts changes to its land use regulations. This local law is intended to allow the town to amend its comprehensive plan and land use regulations to provide for controlled growth that will not unduly impact the public welfare, community services, and infrastructure, to preserve open space, and to plan for a proper mix of residential and commercial development. The town is especially concerned about the impact on its sewer systems, which are close to or at capacity. This stop gap or interim measure is intended to preserve the status quo pending the adoption of an amended comprehensive plan and amended planning and zoning regulations in accordance with the amended comprehensive plan. This local law prevents a "race of diligence" by those seeking to obtain approvals before the new comprehensive plan and regulations are in place, and it will protect

the public interest and welfare until an amended comprehensive plan and zoning laws are adopted.

Proposed Moratorium Law, Section 1.

Nowhere in the Proposed Moratorium Law does the Town Board reference an emergency facing the Town, nor does one exist. The Board states that the purpose of the moratorium is to freeze the status quo while the Town considers changes to its comprehensive plan and land use regulations. Undertaking a revision of a comprehensive plan and adopting associated Town Code amendments is not an emergency. The Town Board further states in Section 1 of the Proposed Moratorium Law that the moratorium would be imposed so the Town “could provide for controlled growth that will not unduly impact the public welfare, community services, and infrastructure, to preserve open space, and to plan for a proper mix of residential and commercial development.” Updating the comprehensive plan and corresponding zoning laws for these purposes is not an emergency, rather it is long term planning for the future of the Town.

The Proposed Moratorium Law further states that the Town Board is “especially concerned about the impact on its sewer systems, which are close to or at capacity.” There has been no sudden failure of the Town’s sewage treatment plant or the lines serving the plant. Whatever capacity limitations exist have been known to the Town Board, the Town Engineer, and other elected and appointed officials for years. To the extent there is any problem facing the Town regarding its sewage treatment capacity, it is caused by the Town’s own failure to address this matter in a timely and responsible manner – not by some postulated future rampant uncontrolled growth.

Indeed, rampant uncontrolled growth is not possible in the Town. The Town has a well-developed land use control system that is codified in the Zoning Law and Subdivision Regulations codified in its Town Code. The Town Code regulates density of development, as well as requirements for subdivision approval. Density of development is strictly controlled under the Town’s extant zoning, in part pursuant to principles of “smart growth” are enunciated in the Town’s Comprehensive Plan. Indeed, as recently as 2014, the Town updated and amended its zoning law, including amendments to address allowed residential density in various Town zoning districts. Thus, the notion that the Town’s zoning is antiquated is absurd and the minimum lot size limits on density enacted as recently as 2014 bely any contention that the Town faces an emergency of any kind because its extant zoning laws would purportedly allow unfettered and uncontrolled residential development. Such a contention is utter nonsense.

The Town Board further states that the Proposed Moratorium Law is intended to prevent a “race of diligence” in which applicants would purportedly rush to obtain subdivision approval while the Town considers amendments to its Comprehensive Plan and Zoning Law. There is no basis stated in the Proposed Moratorium Law for the belief that there are a plethora of large scale subdivision applications that would suddenly materialize once the Town started the process of considering Comprehensive Plan and Zoning Law amendments.

Moreover, if there is anyone doing any “racing” here, it is the Town Board. The Town Board is “racing” to put the Proposed Moratorium Law in place in order to preclude SCV from being able

to obtain any further review of its now-pending subdivision application. It is no coincidence that Section 3 of the Proposed Moratorium Law exempts all pending subdivision applications which have received a negative declaration or as to which a draft environmental impact statement (DEIS) has been accepted as complete. By drawing the line in this fashion, the Town Board allows all the pending subdivision applications it does not oppose to continue through the review process, while isolating only two pending large scale subdivision applications from continuing through the review process – SCV’s Timber Ridge subdivision application and one other.

As to SCV’s pending Timber Ridge subdivision application, there is no logical reason to include it within the reach of the Proposed Moratorium Law. SCV, through its representatives, requested that the Town Board extend its sewer and water districts to include its property and SCV repeatedly offered to the Town Board to pay six million dollars toward the cost of expansion of the Town’s sewage treatment plant – an offer that represented more than 1/3 of the \$17 million dollar estimated expansion cost at the time that the offer was made. The Town Board never pursued that offer from SCV. As a result of the Town Board’s disinterest in either extending the sewer district or accepting SCV’s six million dollar offer, SCV’s application proposes the installation of a package sewage treatment plant and associated sewer lines in order to process and properly treat all of the sewage effluent from the proposed Timber Ridge subdivision. SCV’s pending proposed subdivision application could not possibly create any burden on the Town’s sewage treatment plant or use even 1 gallon of its sewage treatment capacity. Thus, even if there was some sort of sewage treatment capacity-related emergency facing the Town, imposing a moratorium to preclude SCV’s pending Timber Ridge subdivision application from being processed would be irrational and arbitrary.

In addition, the proposed Timber Ridge subdivision is proximate to the Woodbourne hamlet and is in the logical path of growth and development according to the Town’s own Comprehensive Plan and its expressed principles of smart growth. It is absurd for the Town Board to even contemplate imposing a moratorium on the processing of the Timber Ridge Subdivision, which would place no burden on the Town’s sewage treatment plant and is in the precise location for growth called for under the Town’s Comprehensive Plan.

As the Town Board is well aware, SCV sued the Town following the Town Board’s enactment of Local Law 8 of 2014. That litigation was settled with a stipulation confirming the density of development applicable to the Property, which provides in part as follows:

2. SCV and the Town Respondents stipulate and agree that, after the December 22, 2014 amendments, Chapter 310 provided as follows in relevant part:
 - a. the minimum lot size for a property in the REC-1 Residential District served by public or central water and sewer is 1.5 acres; and
 - b. property in the REC-1 Residential District Overlay served by public or central water and sewer can be built to a density of two units per acre with mandatory clustering as authorized by and in compliance with Town Code § 310-29.1.

3. SCV's property, known as Timber Hills¹, is eligible for a density of two units per acre, so long as all applicable requirements of state and local law are satisfied, including but not limited to those mandated Town Code § 310-29.1. . . .

Thus, the density of development the Timber Ridge subdivision is well known to the Town Board, as it expressly confirmed that density in the foregoing stipulation. Thus, SCV's pending application can hardly be considered part of the so-called "uncontrolled growth" the Town Board ostensibly fears. Indeed, SCV relied on the stipulation and pursued its pending subdivision application at the stipulated densities. Now, after the expenditure of significant sums for engineering and related professional work on its application, the Town Board proposes to halt SCV's proposed subdivision. The Proposed Moratorium Law is being enacted and SCV's application is being swept within its reach because the Town Board has long desired to prevent SCV from developing its Property, and not because of any emergency to which SCV would either contribute or exacerbate. Indeed, at least one Town Board member has previously stated that SCV's Property should be parkland.

For all of the foregoing reasons, the Proposed Moratorium Law is unlawful both on its face and as applied to SCV. If the Proposed Moratorium Law is enacted and its terms cause it to apply to SCV's pending application, SCV will take appropriate legal action including litigation to protect its rights.

Yours truly,

Steven Barshov

Steven Barshov

¹ The name of the proposed subdivision was changed at the Town's request from Timber Hills to Timber Ridge after the stipulation was entered.