

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

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PRESERVE RAMAPO, ROBERT I. RHODES, JOSEPH :
MEYERS, JOSEPH & LAURIE NAVARRA, WILLIAM :
MENNENGA, WILLIAM & BARBARA VIRGINIA, :
and LENITH AREVALO, :

Index No. 11-

Petitioners/Plaintiffs,

Assigned Judge:
Hon.

- against -

**VERIFIED PETITION
AND COMPLAINT**

CHRISTOPHER ST. LAWRENCE, in his capacity as :
Supervisor of the Town of Ramapo and President of the :
Ramapo Local Development Corporation, THE TOWN :
OF RAMAPO, THE TOWN BOARD OF THE TOWN :
OF RAMAPO, THE RAMAPO LOCAL :
DEVELOPMENT CORPORATION, THE PLANNING :
BOARD OF THE TOWN OF RAMAPO, BOTTOM 9 :
BASEBALL, LLC, TURCO GOLF, INC., MORANO :
BROTHERS CORP., FAIRWAY TESTING, and W. :
HARRIS & SON, INC. :

Respondents/Defendants. :

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Petitioners/Plaintiffs Preserve Ramapo, Robert I. Rhodes, Joseph Meyers, Joseph & Laurie Navarra, William Mennenga, William & Barbara Virginia, and Lenith Arevalo (“Petitioners”), by their attorneys, Zarin & Steinmetz, as and for its Verified Petition and Complaint herein, respectfully allege, as follows:

SUMMARY OF ACTION

1. Petitioners bring this combined Verified Petition and Complaint against the Christopher St. Lawrence (“St. Lawrence” or the “Supervisor”), in his capacity as the Supervisor of the Town of Ramapo (“Town”), and as President of the Ramapo Local Development Corporation (“RLDC”), in connection with his illegal efforts to push through his

avored baseball stadium project (the “Project Grand Slam” or the “Project”), in contravention of multiple legal frameworks and the results of a public referendum soundly rejecting said Project.

2. Petitioners also bring this combined Verified Petition and Complaint against the Town, the Town Board, the Planning Board of the Town of Ramapo, and the RLDC, because they have been implicated by the Supervisor’s illegal activities.

3. Petitioners also bring this combined Verified Petition and Complaint against the private proponent of the Project, Bottom 9 Baseball, LLC (“B9B” or the “Applicant”), Turco Golf, Inc., Morano Brothers Corp., Fairway Testing, and W. Harris & Son, Inc. (collectively with St Lawrence, the Town, the Town Board, and the RLDC, “Defendants”), because they are necessary parties.

4. In his untoward eagerness to advance the Project, the Supervisor precipitated illegal acts, including, but not necessarily limited to:

(i) engaging in conflicting interests by participating as a deciding voting member of the Town Board in a vote to illegally transfer land from the Town to the RLDC;

(ii) having the RLDC assume responsibilities in excess of its statutorily delegated authority, including (a) developing a Project that does not involve manufacturing or industry, (b) acquiring land deemed inalienable parkland, and (c) purporting to commit the Town to assume responsibility for potential contractual penalty payments with B9B;

(iii) having the Town illegally and/or improperly assume financial responsibilities, and/or exposing the Town to future financial responsibilities, all for a Project that the public rejected by public referendum;

(iv) expending millions of dollars of the taxpayers' money, without accounting for the expenditures in the Town's Budget;

(v) issuing bonds, and purposely hiding the intent to use the bond proceeds for the Project;

(vi) illegally designating the site on which the Project would be located as "blighted" in order to improperly obtain State and/or Federal grants and/or loans; and

(vii) short-circuiting the environmental review process by failing to require supplemental review of potential significant adverse impacts caused by material changes to the Project.

5. Since at least 2009, the Supervisor has publicly expressed his personal agenda to acquire property on behalf of the Town to develop a stadium in order to bring a minor league baseball team to Ramapo.

6. A vast majority of the taxpayers, however, have made it abundantly clear that they do not share the Supervisor's enthusiasm for what has become known as "Project Grand Slam."

7. Opposite of the Supervisor's position that the Project will be a economic benefit, the facts support Petitioners' concerns that the Project will be a substantial financial drain on the taxpayers of the Town, and is not economically feasible.

8. Of special significance, Town taxpayers defeated by a margin of 70% to 30%, the Town Board's attempt to guarantee \$16.5 million in bonds for the construction of the Project.

9. Recognizing the public opposition to his Project, the Supervisor has sought to shift responsibility for the Project to the RLDC to evade public scrutiny and accountability.

10. Not coincidentally, the Supervisor is also the President of the RLDC.

11. The Supervisor's and the Town Board's efforts to evade public scrutiny by shifting the Project necessitated numerous illegal actions.

12. In the first instance, the Supervisor ignored the patent conflict of interest in his both voting, as a Town Board member, to convey the Site to the RLDC, and then voting as a member of the RLDC, to accept the Site from the Town.

13. The Supervisor and the Town Board also ignored the fact that the RLDC is not authorized by statute to undertake the Project because it does not involve manufacturing or industrial uses.

14. Similarly, the Supervisor and the Town Board ignored the fact that, precisely because the RLDC's sole statutory purpose is to promote industrial and manufacturing projects, it is specifically prohibited by statute from obtaining designated parklands.

15. The Supervisor and the Town Board have also improperly declared the Project Site to be blighted, in order to avail the Project of the benefits of New York Urban Renewal Law.

16. In their pursuit of this Project, the Supervisor and the Town Board also continue to improperly and illegally incur costs, which will ultimately be the burden of the taxpayers, including, attempting to hide the expenditures from public scrutiny.

17. Finally, the Project now being illegally contemplated by the RLDC is materially different, and appears to pose significantly greater impacts, than the Project studied by the Town Board in its review under the State Environmental Quality Review Act (“SEQRA”).

18. Defendants have ignored these changes, and have not studied them as SEQRA requires, in another attempt to circumvent what they correctly perceive to be a public that is hostile to the Project.

19. Petitioners bring this hybrid declaratory judgment/Article 78 proceeding, seeking, *inter alia*, to overturn vote to transfer the Site from the Town to the RLDC, estop the RLDC from undertaking the Project, declare that the Town must keep the Site as a park for public use and must cease the spending of taxpayer money for a Project that the taxpayers have clearly rejected.

THE PARTIES

20. Petitioner/Plaintiff, Preserve Ramapo, is a grass-roots, bi-partisan political group comprised of citizens and taxpayers of the Town of Ramapo, whose mission is to protect the quality of life of the citizens of the Town of Ramapo.

21. As set forth below, one or more of its members would have standing to commence this Action.

22. The interests sought to be protected by the proceeding are germane to Preserve Ramapo’s purpose as they implicate quality of life concerns within the Town of Ramapo.

23. It is not necessary for any of Preserve Ramapo’s members to individually participate in the Action to seek the relief requested herein.

24. In any event, at least one of Preserve Ramapo's members is a Petitioner/Plaintiff in this matter.

25. Petitioner/Plaintiff, Robert I. Rhodes, is an individual residing at 26 Sky Meadow Road, Suffern, New York 10901. Rhodes has lived and owned property in the Town of Ramapo for approximately 35 years, and has resided at his current address for 6 years. Rhodes pays taxes annually to the Town of Ramapo on his property, which is assessed well in excess of one thousand dollars. He is a former Trustee of the Village of Wesley Hills, located within the Town of Ramapo, which is a position he held for 24 years.

26. Rhodes is a member of Preserve Ramapo.

27. Petitioner/Plaintiff Joseph Meyers, is an individual residing at 8 Post Lane South, Airmont, New York 10901. Meyers has lived and owned property in the Town of Ramapo for approximately 13 years. Meyers pays taxes annually to the Town of Ramapo on his property, which is assessed well in excess of one thousand dollars.

28. Meyers is a former Trustee of the Village of Airmont, located within the Town of Ramapo, and is presently a duly elected Legislator for Rockland County.

29. Meyers is a member of Preserve Ramapo.

30. Petitioner/Plaintiff, Joseph Navarra, is an individual residing at 5 Lori Court, Spring Valley, New York 10977. Mr. Navarra pays taxes annually to the Town of Ramapo on his property, which is assessed well in excess of one thousand dollars.

31. Mr. Navarra lives in the immediate proximity of the Site and would be directly and uniquely injured by the adverse environmental and other impacts of the Project.

32. Petitioner/Plaintiff, Laurie Navarra, is an individual residing at 5 Lori Court, Spring Valley, New York 10977. Ms. Navarra pays taxes annually to the Town of Ramapo on his property, which is assessed well in excess of one thousand dollars.

33. Ms. Navarra lives in the immediate proximity of the Site and would be directly and uniquely injured by the adverse environmental and other impacts of the Project.

34. Petitioner/Plaintiff, William Mennenga, is an individual residing at 6 Lori Court, Spring Valley, New York 10977. Mr. Mennenga pays taxes annually to the Town of Ramapo on his property, which is assessed well in excess of one thousand dollars.

35. Mr. Mennenga lives in the immediate proximity of the Site, and would be directly and uniquely injured by the adverse environmental and other impacts of the Project.

36. Petitioner/Plaintiff, William Virginia, is an individual residing at 7 Lori Court, Spring Valley, New York 10977. Mr. Virginia pays taxes annually to the Town of Ramapo on his property, which is assessed well in excess of one thousand dollars.

37. Mr. Virginia lives in the immediate proximity of the Site, and would be directly and uniquely injured by the adverse environmental and other impacts of the Project.

38. Petitioner/Plaintiff, Barbara Virginia, is an individual residing at 7 Lori Court, Spring Valley, New York 10977. Ms. Virginia pays taxes annually to the Town of Ramapo on his property, which is assessed well in excess of one thousand dollars.

39. Ms. Virginia lives in the immediate proximity of the Site, and would be directly and uniquely injured by the adverse environmental and other impacts of the Project.

40. Petitioner/Plaintiff, Lenith Arevalo, is an individual residing at 6 Carole Lane, Spring Valley, New York 10977. Mr. Arevalo pays taxes annually to the Town of Ramapo on his property, which is assessed well in excess of one thousand dollars.

41. Mr. Arevalo lives in the immediate proximity of the Site, and would be directly and uniquely injured by the adverse environmental and other impacts of the Project.

42. Respondent/Defendant, the Town of Ramapo (the “Town”), is a duly organized municipality existing by and under the laws of the State of New York, with offices at 237 Route 59, Suffern, New York 10901.

43. Respondent/Defendant, the Town Board of the Town of Ramapo (the “Town Board”), is a legislative body formed pursuant to New York State law, with offices at Town Hall, 237 Route 59, Suffern, New York 10901.

44. Respondent/Defendant, the Ramapo Local Development Corporation (the “RLDC”), is a local development corporation, formed pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York, with offices at 120 Thorne Valley Road, P.O. Box 65, Hillburn, New York 10931.

45. Respondent/Defendant, the Planning Board of the Town of Ramapo (the “Town Board”), is a land use review agency established by the Town Board, with offices at Town Hall, 237 Route 59, Suffern, New York 10901.

46. Respondent/Defendant, St. Lawrence is the Supervisor of the Town, and the President of the RLDC.

47. Upon information and belief, Respondent/Defendant Bottom 9 Baseball, LLC (“B9B”), is a Delaware limited liability corporation, with offices at 945 North Hyer Avenue, Orlando, Florida 32803.

48. B9B has an interest in the Site, as it is a party to a Memorandum of Understanding with the Town, dated June 4, 2010, as amended, which would entitle B9B to,

inter alia, a long-term lease for the use of the ballpark being constructed in connection with Project Grand Slam (the “MOU”).

49. Upon information and belief, Respondent/Defendant Turco Golf, Inc. is a New York domestic business corporation, with offices at 212 Orange Avenue, Suffern, New York 10901.

50. Upon information and belief, Turco Golf, Inc. has an interest in the subject matter of this litigation, by operation of contract with the Town and/or the RLDC in connection with certain improvements to the Site.

51. Upon information and belief, Respondent/Defendant Morano Brothers Corp. is a New York domestic business corporation, with offices at 2045 Albany Post Road, Croton-on-Hudson, New York 10520-1149.

52. Upon information and belief, Morano Brothers Corp. has an interest in the subject matter of this litigation, by operation of contract with the Town and/or the RLDC in connection with certain improvements to the Site.

53. Upon information and belief, Respondent/Defendant Fairway Testing is a New York domestic business corporation, with offices at 22 North Liberty Drive, P.O. Box 578, Stoney Point, New York 10980.

54. Upon information and belief, Fairway Testing has an interest in the subject matter of this litigation, by operation of contract with the Town and/or the RLDC in connection with certain improvements to the Site.

55. Upon information and belief, Respondent/Defendant W. Harris & Son, Inc. is a New York domestic business corporation, with offices at 37 W. Washington Avenue, Pearl River, New York 10965.

56. Upon information and belief, W. Harris & Son has an interest in the subject matter of this litigation, by operation of contract with the Town and/or the RLDC in connection with certain improvements to the Site.

JURISDICTION

57. The Court has subject matter jurisdiction, and may exercise personal jurisdiction over the Respondents/Defendants in this matter.

58. Pursuant to CPLR Sections 504(2) and 506(b), venue is proper in this Court. The determinations complained of were made and the material events took place in the County of Rockland, which is situated within the Ninth Judicial District.

59. No prior application for this or any similar relief has been made to this or any other Court.

FACTUAL BACKGROUND

Site Is Inalienable Parkland

60. This Action involves approximately 61 acres of land, located at 300 Pomona Road, 240 Pomona Road and 25 Fireman's Memorial Drive, New Hempstead, New York, and identified on the Town of Ramapo Tax Map as Sections 33.14-1-2, 33.14-1-5 and 33.14-1-6 (the "Site").

61. On or about June 24, 2009, by Resolution No. 2009-391, the Town Board adopted a resolution authorizing the Town to purchase the Site from the prior owner, 1717 Properties Company. (See Resolution No. 2009-391, Exhibit "___").

62. The Site purportedly was to be purchased for "general municipal purposes." (See *id.*).

63. Upon information and belief, the express “municipal purpose” for which the Town purchased the Site was to establish a Town park and recreational facility, namely, Project Grand Slam.

64. Upon information and belief, the Site has become inalienable parkland as the result of the Town’s express and/or implied dedication of it for this purpose.

65. As set forth, *infra*, the Site has become dedicated parkland by implication by virtue of, among other reasons, the Town’s use of bond proceeds expressly intended for the “improvement and embellishment of parks” for certain Site improvements.

66. As the result of these and other acts of the Town, the Site now constitutes inalienable parkland, which cannot be used for other purposes without State Legislative approval.

67. At the time the Town purchased the Site, it consisted of undeveloped, second growth forest.

68. Project Grand Slam was initially intended to consist of, *inter alia*, a 3,500 seat stadium for a minor league baseball team, with 900 parking spaces, as well as accessory uses, such as training and workout spaces. (See, e.g., FEIS at __, Exhibit “__”).

69. The Town purchased the Site for \$14,000,000, which consisted of a cash payment of \$8,000,000 (\$1,000,000 to be paid at closing, and \$7,000,000 to be paid on or before December 31, 2009 and to be secured by a no-interest Purchase Money Mortgage). The remaining \$6,000,000 was a “gift” from 1717 Properties Company to the Town. (See Resolution No. 2009-391, Exhibit “__”).

70. The Source of Funds for the purchase is listed as “1997H48.34460,” which, upon information and belief, refers to the “Economic Development” line item in the Town’s budget. (See id.).

71. Upon information and belief, the funds were initially obtained through the issuance of \$15,000,000 serial bonds, intended to be used for the purchase of various property throughout the Town, including the subject Site, for “recreational and other municipal purposes.” (See Resolution No. 2009-110).

72. The Site was transferred to the Town by deed, dated August 5, 2009, and recorded in the office of the Rockland County Clerk as Instrument Number 2009-00027579. (See August 5, 2009 Deed, Exhibit “__”).

RLDC Is Only Authorized To Undertake Manufacturing Or Industrial Projects

73. The RLDC was formed by the Town on August 13, 2008, pursuant to Section 1411 of the New York State Not-For-Profit Corporations Law. (See Resolution No. 2008-546).

74. It consists of a three (3) member Board of Directors, of which St. Lawrence is President.

75. The RLDC was purportedly formed “for the purposes of developing projects that will lessen the financial burdens of government and promote the public interests of the Town of Ramapo for the benefit of its citizens.” (Id.).

76. Pursuant to Section 1411 of the State Not-For-Profit Corporations Law, the only structures the RLDC is empowered to construct must relate to manufacturing or industrial projects.

77. Neither Section 1411, the Resolution creating the RLDC, its Certificate of Incorporation, nor its By-Laws, authorize the RLDC to construct parks and recreation facilities on Town-owned parkland, or to acquire land held by the Town for a public purpose.

78. In contravention of its statutory limitations, on February 11, 2010, the Town Board adopted a Resolution, “enter[ing] into a cooperation agreement with the Ramapo Local Development Corporation, by which the Corporation will assist the Town of Ramapo in the development Project Grand Slam.” (Resolution No. 2010-149).

79. Upon information and belief, no such written “cooperation agreement” exists.

80. As discussed in greater detail, *infra*, St. Lawrence was the deciding vote on the Town Board to adopt a Resolution authorizing the transfer of the Site from the Town to St. Lawrence’s RLDC to “facilitate the construction” of Project Grand Slam, as well as was the deciding vote on the Town Board in connection with multiple Resolutions to approve the expenditures of significant resources on the Project.

**Town Prepares An Environmental Impact Statement
And Adopts Findings To Approve Project Grand Slam**

81. On January 13, 2010, the Town Board began the environmental review process for Project Grand Slam by declaring its intent to act as Lead Agency pursuant to the SEQRA. (See Resolution No. 2010-75, Exhibit “__”).

82. On February 18, 2010, the Town declared itself Lead Agency, finding that Project Grand Slam may have a significant impact on the environment. Accordingly, it adopted a Positive Declaration pursuant to SEQRA. This necessitated the preparation of an environmental impact statement. (See Resolution No. 2010-153).

83. A Draft Environmental Impact Statement (“DEIS”) was prepared. Upon information and belief, it was accepted as complete in or about April 2010.

84. Project Grand Slam is described in the DEIS, in relevant part, as follows:

The project consists of the construction of a recreation facility for the Town of Ramapo, on a 61.23 acre Town owned parcel which will serve as the home field for a minor league baseball team and for Town events after the season. The ball field will provide seating for 3500 fans, 900 parking spaces, accessory uses such as training and workout spaces and will conform to the zoning bulk restrictions of the Laboratory Office (LO) zone.

(DEIS at 2).

85. A public hearing on the DEIS was held on May 6, 2010 and May 26, 2010, respectively. At such time, numerous members of the public spoke mostly out against the Project.

86. A Final Environmental Impact Statement (“FEIS”) was thereafter prepared. It was accepted by the Town as complete on or about June 1, 2010.

87. Upon information and belief, a Findings Statement was adopted on or about June 28, 2010, ending the SEQRA process. Despite the opposition to the Project, the Site Plan for the Project was approved.

88. As discussed in greater detail below, it appears that significant changes have been made to the Project following the conclusion of the SEQRA process without recommencing or supplementing the SEQRA process.

Town Designates The Site As An Urban Renewal Area Pursuant To New York Urban Renewal Law

89. During the SEQRA process, an Urban Renewal Plan, dated March 24, 2010, was prepared on behalf of the Town by Frederick P. Clark Associates (the “Urban Renewal Plan”).

90. The Urban Renewal Plan sought to designate the Site an Urban Renewal Area pursuant to Section 504 of Article 15 of the New York State General Municipal Law (the “Urban Renewal Law”).

91. The Urban Renewal Plan, like the DEIS, contemplated the Site would be used for the 3,500 seat Project Grand Slam, with 900 parking spaces, together with accessory uses. (Urban Renewal Plan at __).

92. It further contemplated that Project Grand Slam would be owned by RLDC, which would lease the facility to an independent minor league ball team, and that the stadium would also be available for the Town recreation programs. (Id.).

93. The Urban Renewal Plan contemplated the transfer of the Site to the RLDC to contract for the construction of Project Grand Slam. (Id.).

94. Upon information and belief, the Town designated the heavily wooded Site as “blighted” so that it could purportedly avail itself of grants and funds from State and Federal sources to construct Project Grand Slam.

95. Upon information and belief, the reasons provided to support the designation of the Site as an Urban Renewal Area were based upon misrepresentation of facts and false information.

96. Many of the photographs, for example, are close up photographs of items of debris taken at various angles, without any visual context of the approximately 61 acre wooded Site.

97. The Site, prior to the Town commencing clearing for the Project, consisted of primarily second growth forest, with open pathways and streams.

98. In addition, although the Urban Renewal Plan states the Site contains contaminated soils based upon its former orchard use, upon information and belief, no contamination has been found through regular tests of wells in the vicinity by United Water.

99. Contrary to the Urban Renewal Plan, the Site did not have a “blighting” influence on adjacent uses

100. Upon information and belief, there are thriving businesses in the vicinity of the Site.

101. Upon information and belief, on April 28, 2010, the Town Board adopted a Resolution approving the Urban Renewal Plan.

102. Curiously, despite the fact that the Urban Renewal Plan was adopted contemporaneously with the SEQRA process, there is *no* reference whatsoever to the Urban Renewal Plan in either the DEIS or the FEIS.

103. On or about May 4, 2010, Preserve Ramapo filed a Complaint with the New York State Inspector General, seeking a determination of whether the Town’s actions in adopting the Urban Renewal Plan constitutes “fraudulent and criminal behavior, and whether any of the parties have engaged in unethical behavior that merits sanctions, dismissal, or criminal indictment.”¹

104. The basis for the Complaint is that the determination that the Site is blighted was based upon misrepresentation of facts and false information.

105. The Complaint is presently pending before the New York State Inspector General.

¹ The Inspector General’s Office “is entrusted with the responsibility of ensuring that State government, its employees and those who work with the state meet the highest standards of honesty, accountability, and efficiency.” See N.Y. State Off. of the Inspector Gen., <http://www.ig.state.ny.us>.

Public Votes To Prevent The Town Board From Guaranteeing Loans For Project Grand Slam

106. Despite the prevalence of vocal opposition to the Project, on May 26, 2010, the Supervisor and the Town Board voted to guarantee \$16.5 million in long term loans by the RLDC to construct Project Grand Slam.

107. On May 27, 2010, notice of the vote was published, stating the vote was subject to permissive referendum.

108. Outraged that the Town Board was drawing the municipal fisc into this Project, Preserve Ramapo and the public vigorously organized to conduct a referendum.

109. A permissive referendum requires a petition to be signed by a number of taxpayers equaling at least five percent (5%) of the taxpayers voting in the election for Governor in the last general election held for the election of state officers. See N.Y. Town Law § 91.

110. Pursuant to N.Y. Town Law Section 91, a minimum of 1,305 signatures were required to be submitted to the Town within thirty (30) days of the May 27, 2010 notice in order to subject the guarantee of \$16.5 million to permissive referendum.

111. On June 24, 2010, four volumes of petitions, totaling 2,139 signatures – significantly more than necessary – were delivered to the Town, requiring the vote to be subject to referendum.

112. The petitions alone should have been sufficient for the Supervisor and the Town Board to understand that the taxpayers did not want their money wasted on Project Grand Slam.

113. The petitions clearly placed Defendants on notice that further municipal support for the Project was in question.

114. On August 24, 2010, the vote on the permissive referendum was held.

115. Approximately, 10,145 votes were cast.

116. A staggering 70% of the residents voted *against* the Town guaranteeing the \$16.5 million bonds for construction of Project Grand Slam.

RLDC Enters Into An Illegal MOU With B9B

117. The RLDC is not authorized to undertake projects that do not involve manufacturing or industrial purposes.

118. The RLDC is also not authorized to pay penalties to compensate private entities, such as B9B, for contractual commitments, which do not involve or advance manufacturing or industrial purposes.

119. Nevertheless, on or about June 4, 2010, at the Supervisor's behest, the RLDC entered into a Memorandum of Understanding ("MOU") with B9B for the Project, which contradicted its statutory authorization.

120. The MOU was intended to outline the respective responsibilities of the RLDC and B9B.

121. Pursuant to the terms of the MOU, B9B is required to seek the right to a professional baseball franchise.

122. Upon completion of Project Grand Slam, the RLDC would grant B9B the majority right to use the stadium for a period of twenty years, with one five-year renewal option.

123. Although the Town Board's SEQRA analysis only considered a Project that would have fifty (50) home games, under the MOU, B9B is entitled to 85 "priority dates" to use the stadium.

124. The MOU also purports to obligate the RLDC to make substantial penalty payments under certain conditions.

125. As discussed in greater detail below, the SEQRA analysis did not consider the potential adverse socio-economic consequences of these penalty payments, including, by way of example, jeopardizing potential municipal resources.

126. As RLDC has failed to meet certain deadlines in the MOU, the MOU has been the subject of, upon information and belief, three amendments.

127. Of significance to this lawsuit, the Project considered in the Town's SEQRA analysis is also markedly different, and poses substantially different impacts, than the Project contemplated by the MOU.

128. Upon information and belief, neither the Town nor the RLDC conducted SEQRA analysis to consider the potential significant adverse impacts posed by either Project changes reflected in the MOU or the MOU itself.

129. The FEIS, for example, only considered a Project that would provide 900 paved parking spaces, with an additional 350 grass spaces. (FEIS at 46.)

130. The MOU, in contrast, contemplates a Project that, would "hav[e] a minimum of one thousand six hundred (1,600) parking spaces," or an additional 350 spaces more than contemplated in the FEIS. (MOU, ¶ 4.)

131. The MOU appears to contemplate a Project that would have a minimum of 350 more parking spaces than the Project studied in the Town's SEQRA analysis.

132. Upon information and belief, neither the Town Board nor the RLDC considered the incremental impacts caused by these additional 350 parking spaces.

133. Nor is there any discussion with regard to the need for the additional spaces in the first instance.

134. Upon information and belief, for example, no consideration has been given to where these additional 350 spaces would be located, including, whether they would consume additional open space from the parkland at issue.

135. Similarly, upon information and belief, no consideration has been given to whether these additional 350 spaces might cause wetland impacts, which were not considered in the FEIS. (See FEIS at 70-71.)

136. Also, upon information and belief, no SEQRA analysis was conducted with respect to *any* of the potential socio-economic impacts and impacts on governmental fiscal resources, which could result from the substantial penalty provisions set forth in the MOU. (See FEIS at 73-74).

137. The FEIS concludes that “there is very limited service burden created by the ball field, with the potential to cover costs.” (FEIS at 74.)

138. The MOU, in contrast, upon information and belief, exposes the RLDC to substantial penalties.

139. Under the MOU, for example, the RLDC must pay \$5,000.00 dollars a day to the Team, up to a maximum of \$250,000.00, if the Ball Park is not “substantially complete” by June 11, 2011.

140. The MOU further purports to obligate the RLDC to pay the Team \$500,000.00 in penalties if the Team cannot play at least half of its home regular season games at the Ball Park for the 2011 Season.

141. Clearly, \$750,000.00 in penalties would effect a serious drain on the RLDC and substantially upset its ability to perform its statutory purpose of “lessening the

burdens of government and acting in the public interest.” N.Y. Not-For-Profit Corp. Law § 1411(a).

142. Upon information and belief, the RLDC signed the MOU agreeing to be liable for substantial penalties without having sufficient financial assets to pay such penalties.

143. The RLDC’s acceptance of responsibility for such penalties without sufficient financial assets constituted a breach of its fiduciary duties.

144. The RLDC’s agreement to be responsible for potentially substantial penalties could jeopardize other RLDC projects, including, for example, the RLDC’s Elm Street Affordable Housing Project presently under construction.

145. Moreover, as set forth in greater detail below, in the event that the RLDC cannot make such penalty payments, it is possible that B9B may seek said penalty payments from the Town.

146. No consideration was given to the significant adverse impacts that would arise in the event that the penalties become due and owing by the RLDC.

147. Nor has any consideration been given as to what the impacts of the Project would be in the event that B9B fails to secure a franchise.

148. In fact, not only is there no analysis of the potential socio-economic impacts of the Project or the MOU in the FEIS, there is no reference whatsoever to the role of the RLDC in the development of Project Grand Slam.

Supervisor Is The Deciding Vote On The Town Board For The Transfer Of The Site To The RLDC

149. On November 23, 2010, the Town Board held a public hearing pursuant to N.Y. Not-For-Profit Corporations Law Section 1411, in connection with the transfer of the Site from the Town to the RLDC.

150. The public hearing lasted close to four (4) hours, with each member of the public limited to five (5) minutes of comment

151. The vast majority of the speakers rallied against the transfer of the Site to the RLDC.

152. In fact, the public hearing was so widely attended, not all the members of the public could fit in the meeting room.

153. Many people spilled into a second room and into the hallways.

154. The Town Board was apprised of this situation, and of the clear violation of Section 103 of the Open Meetings Law, which requires a Board to provide sufficient space of all members of the public.

155. Neither the Supervisor nor any other member of the Town Board even acknowledged this violation.

156. Once again, ignoring the clear opposition by the residents, at the close of the public hearing, the Town Board adopted Resolution No. 2010-655, authorizing the transfer of the Site from the Town to the RLDC. (See Resolution No. 2010-655, Exhibit “___”).

157. The stated purpose of the transfer was purportedly so that the RLDC “can facilitate the construction of” Project Grand Slam.

158. St. Lawrence is not just the Supervisor of the Town, but is also the President of the RLDC. He is one of only three voting members of the RLDC.

159. Despite the controversial nature of Project Grand Slam, St. Lawrence did not recuse himself from voting on the transfer of the Site, even though he has a conflict of interest, since he is the President of the RLDC.

160. Instead, St. Lawrence was the deciding vote to transfer the Site between the two different entities he heads.

161. Resolution No. 2010-655 was adopted by the Town Board in a 3 to 2 vote, with St. Lawrence, acting in his capacity as Supervisor, casting the deciding vote.

162. Despite Resolution No. 2010-655's acknowledgement that the Site constituted a "Parks and Recreation Facility," no approval from the State Legislature was obtained prior to the conveyance or alienation of the Site to the RLDC.

163. Nor did the Town address the fact that RLDC's enabling legislation, New York Not-For-Profit Corporations Law Section 1411, only allows the RLDC to accept property that has been expressly deemed to no longer be needed by the Town for public use. N.Y. Not-For-Profit Corp. Law § 1411(d)(1).

164. Moreover, the transfer of parkland to the RLDC is expressly prohibited by the enabling legislation. See id.

165. A deed was recorded in the Rockland County Land Records Office on January 6, 2011, as Instrument Number 2011-00000986, transferring the Site from the Town to the RLDC. (See January 6, 2011 Deed, Exhibit "___")

166. The Site was transferred from the Town to the RLDC for no or nominal consideration, and said transfer was conditioned upon the Town receiving a "right of reverter" to repossess the Site and any improvements thereon, upon "satisfaction or payment in full of any mortgage, security deed or other instrument of encumbrance" on the Site or any improvements. (Id.).

167. Upon information and belief, none of the terms of the transfer to the RLDC were made available to the public prior to the filing of the deed with the Rockland County Land Records Office.

RLDC Is An Alter Ego Of The Town Board

168. The MOU is signed by both the RLDC and B9B.

169. Neither the Town Board nor the Town is a party to the MOU.

170. The Town, however, continues to undertake significant obligations to finance the Project.

171. Despite the Town Board voting to “enter[] into a cooperation agreement with the [RLDC]” (Resolution No. 2010-149), upon information and belief, there is presently no written document, which would, among other things, separate the responsibilities of the Town and the RLDC as to construction of the Project, allocate responsibility for debt incurred by the Project between the Town and the RLDC, or allocate any potential revenue earned by the Project to the Town and the RLDC.

172. Any agreement, which would purport to render the Town and its taxpayers liable for any obligations incurred by the RLDC, would be illegal, particularly in light of the taxpayers’ August 24, 2010 vote.

173. The lack of any separation of responsibilities, together with St. Lawrence’s controlling vote on both the Town Board and the RLDC, and his blatant conflict of interest, has resulted in the Town Board so dominating the dealings of the RLDC as to arguably render the RLDC no more than an “alter ego” of the Town Board.

174. To the extent that the RLDC has and continues to act as an alter ego under the control of the Town Board, the RLDC has potentially illegally exposed the Town and its

taxpayers to liability under the MOU for any penalties that may purportedly be assessed against the RLDC.

Town Continues To Spend Taxpayer Dollars On Stadium

175. Despite the Town taxpayers' clear message in soundly defeating the referendum to guarantee the funds to construct Project Grand Slam, the Town continues to approve the expenditure of significant sums of public money on the Project.

176. Upon information and belief, the Town Board contends that while the RLDC is responsible for the construction of the "stadium," the Town remains responsible for "site work," including, for example, the laying of the turf for the field.

177. Upon information and belief, the Town Board has yet to make a clear distinction between on what it believes it can spend taxpayer money and what portion is the RLDC's responsibility.

178. On numerous occasions, the Supervisor acknowledged the direction of the taxpayers, and promised to only use private funds to construct Project Grand Slam.

179. In fact, just three (3) days after the August 24, 2010 vote, the minutes of the RLDC meeting references the Supervisor stating that, "The public sent a clear message that they do not want the Town to take on debt for this project and they do not want to run the risk that their taxes may go up." (RLDC Minutes, Aug. 24, 2010).

180. The RLDC further stated that it "will oversee the project and seek private financing so as not to use any taxpayer money to construct the stadium." (Id.).

181. The RLDC then proceeded to approve the hiring of Turco Golf, Inc. to undertake the field work necessary for the Project, and then to approve a change order in relation to clearing and grubbing work for the Project in the amount of \$108,496.00. (Id.).

182. The RLDC did not state who would be responsible for paying these contracts, or where the money would originate in order to pay for the contracts.

183. Even though, for example, the RLDC approved the hiring of Turco Golf, Inc., the *Town Board* subsequently adopted a Resolution, stating that it would be responsible for payment to Turco Golf.

184. Astonishingly, numerous Resolutions and Agreements approving payment to or committing to pay various contractors and/or subcontractors have been adopted or entered into by the Town Board – not the RLDC – since the August 24, 2010 vote.

185. On September 9, 2010, the Town issued a check in the amount of \$883,717.55 to Morano Brothers Corp. in connection with the Project. (See Check, dated Sept. 9, 2010, Exhibit “__”).

186. On September 13, 2010, by Resolution No. 2010-540, the Town Board voted in favor of accepting the \$796,510.63 bid of Turco Golf, Inc., who was the winning bidder for certain site work in connection with the Project.

187. Also on September 13, 2010, by Resolution No. 2010-538, the Town Board voted in favor of accepting a \$35,000.00 proposal from Fairway Testing for soil testing.

188. On October 13, 2010, by Resolution No. 2010-565, the Board voted in favor of authorizing payment to Jay Greenwell, PLS, LLC in the amount of \$8,700.00 in connection with surveying services for the Project. (See Resolution No. 2010-565, Exhibit “__”).

189. Upon information and belief, on October 26, 2010, just two (2) months after the referendum was voted down, the Town entered into an agreement with Turco Golf, Inc. in connection with the aforementioned Resolution No. 2010-540 in the amount of \$796,510.63.

190. The agreement with Turco Golf, Inc. states that the Town – not the RLDC – “agrees to pay and the Contractor agrees to accept, in full payment for the complete performance of the work, the prices stipulated in the Bid Proposal, subject to additions and deductions as provided for in the Contract Documents,” i.e., \$796,510.63.

191. Notably, the bid sheet in connection with the Turco Golf, Inc. bid is dated August 20, 2010, just four (4) days before the referendum vote, and certainly after the June 24, 2010 submission of petitions for permissive referendum, indicating a blatant bad faith effort by the Town Board to race to enter into contracts before the taxpayers could have their position heard. (See Bid Sheet, dated Aug. 20, 2010, Exhibit “__”).

192. At a November 4, 2010 meeting, the Town Board voted to pay W. Harris & Son, Inc. the amount of \$336,296.00 for tree cleaning and grubbing relating to Project Grand Slam. (See Resolution No. 2010-[unnumbered], Exhibit “__”).

193. The Town Board contends in the November 4, 2010 Resolution that the contract with W. Harris & Son, Inc. was entered into “prior to the division of responsibilities between the Town and the RLDC,” and that “the RLDC solicited proposals for tree cleaning and grubbing of the site.” (Id.).

194. Despite the RLDC having solicited the proposal, and the Town Board stating taxpayer dollars would not be used in connection with the Project, the Town Board “agree[d] to pay the [RLDC] (or W. Harris & Son, Inc. on behalf of the RLDC) \$336,296.00 for the services provided by W. Harris & Son, Inc. for the tree cleaning and grubbing.” (Nov. 4, 2010 Resolution, Exhibit “__”).

195. On December 22, 2010, almost four (4) months to the date of the August 24, 2010 vote on the referendum, the Town Board adopted Resolutions Nos. 2010-726, 2010-

727, and 2010-740, respectively, which purportedly commits an additional \$2,134,222.26 of the taxpayers' money to the Project.

196. Upon information and belief, in order to conceal the improprieties of continuing to funnel taxpayer monies into the Supervisor's Project, beginning with these December 2010 Resolutions, the Town Board ceased calling the project "Project Grand Slam," and has started referring to it as the "Fireman's Memorial Drive Project."

197. By Resolution No. 2010-726, the Town Board voted, again, to approve payment of an additional \$214,907.38 to Turco Golf Inc., bringing the total amount of the contract from \$796,510.63 to \$1,011,418.01. (See Resolution No. 2010-726, Exhibit "___").

198. By Resolution No. 2010-727, the Town Board voted to approve payment of an additional \$1,765,314.88 to Morano Bros. Corp. in connection with "grading, site work and drainage" for the Project, committing the Town to a total of \$5,890,314.88 to Morano Bros. Corp.

199. Notably, the initial Resolution approving the agreement with Morano Bros. Corp. in the amount of \$4,342,500.00 was adopted on August 3, 2010 – 21 days before the permissive referendum vote, and well over a month after the petitions were submitted to the Town – once again demonstrating blatant bad faith on behalf of the Town. (See Resolution No. 2010-455, Exhibit "___").

200. By Resolution No. 2010-740, the Town Board accepted the bid of Morano Bros. Corp., in the amount of \$154,000.00, in connection with "Route 45 Improvements," which, upon information and belief, based upon a review by Petitioners of the bid papers, relates directly to improvements necessary for the Project. (See Resolution No. 2010-740).

201. Less than a month after the adoption of the December 2010 Resolutions, the Town, yet again, voted to adopt Resolutions Nos. 2011-75, 2011-76, 2011-77, which purportedly commits an additional \$1,064,779.13 of the taxpayers' money to the Project.

202. By Resolution No. 2011-75, the Town Board voted to approve payment of an additional \$510,715.68 to Morano Brothers Corp., committing the Town to a total of \$6,401,030.56 to Morano Brothers Corp. (See Resolution No. 2011-75, Exhibit “__”).

203. By Resolution No. 2011-76, the Town Board voted to approve payment of an additional \$34,000.00 to Fairway Testing, committing the Town to a total of \$69,000.00 to Fairway Testing. (See Resolution No. 2011-76, Exhibit “__”).

204. By Resolution No. 2011-77, the Town Board voted to approve payment of an additional \$520,063.45 to Turco Golf, Inc., committing the Town to a total of \$1,531,481.46 to Turco Golf, Inc. (See Resolution No. 2011-77, Exhibit “__”).

205. Upon information and belief, each of the votes to approve expenditures of taxpayer dollars by the Town Board taken after the August 24, 2010 passed by a margin of three (3) to two (2), making the Supervisor the deciding vote each time.

Town Board Circumvented The August Referendum Vote, And The Directive Of The Taxpayers

206. To date, as set forth, *supra*, approximately \$5,259,225.57 of taxpayer money has been committed to Project Grand Slam by the Town Board since the August 24, 2010 vote denying the use of public money for the Project.

207. No explanation has been provided by the Town Board with regard to how these obligations will not be paid from the taxpayers' money.

208. The Resolutions themselves, however, are quite telling, and demonstrate that the Town is using taxpayer funds for the Project.

209. On September 13, 2010, the Town Board adopted Resolution 2010-531, which authorized “the issuance of \$5,200,000 serial bonds . . . to pay the cost of the improvement and embellishment of various parks and pools in and for said Town.” (Resolution No. 2010-531, Exhibit “__”).

210. Schedule “A” to Resolution No. 2010-531 refers to such improvement and embellishment of various parks and pools as being a “capital project.” (Id.).

211. Resolution Nos. 2010-455, 2010-540, 2010-[unnumbered] (Nov. 4, 2010), 2010-726, 2011-76 and 2011-77 state that the source of funding for said Resolutions is the budget line 7197H14.34460.

212. Upon information and belief, budget line 7197H14.34460 expressly relates to “Parks and Recreation Improvement – New Construction and Improvement.”

213. Resolution No. 2010-565 states that the source of funding for said Resolution is budget line 1420A.3452.

214. Upon information and belief, budget line 1420A.3452 relates to capital improvements.

215. Resolution Nos. 2010-727, 2010-740, 2011-75 state that the source of funding is either budget line 5197H36.34460FMD.Amended or 5197H36.34460FMD.

216. Upon information and belief, budget lines 5197H36.34460FMD.Amended and 5197H36.34460FMD relate to “Road Resurfacing – Fireman’s Memorial Drive Improvement.”

217. Only Resolution No. 2010-740 relates to road improvements.

218. Resolution Nos. 2010-727, 2011-75 relate to, *inter alia*, site excavation for the field, excavation for footings and/or foundations for various structures serving the Project, drainage improvements, and sewage improvements.

219. Resolution No. 2010-538 states that the source of funding is budget line 1997H48.34460.

220. Upon information and belief, budget line 1997H48.34460 relates to “Economic Development.”

221. All but one of these Resolutions were adopted after the August 24, 2010 vote. Resolution No. 2010-455 was adopted prior to the vote on August 3, 2010, after the petitions seeking a permissive referendum were submitted to the Town, placing it on notice that the taxpayers opposed the use of public funds to finance Project Grand Slam.

222. Upon information and belief, the Town Board’s adoption of Resolution 2010-531, authorizing “the issuance of \$5,200,00 serial bonds,” was for the bad faith and/or illegal purpose of funding Project Grand Slam, in direct contravention of the wishes of the taxpayers, the August 24, 2010 vote, and the express statements of the Supervisor that “no public funds” would be used for Project Grand Slam.

223. Upon information and belief, the Supervisor and the Town intentionally and fraudulently hid the true purpose of Resolution 2010-531, and the intended use of the \$5,200,000.

Town Is Exposed To Additional Liabilities For Site Work

224. Upon information and belief, despite the Town’s promise not to use taxpayer dollars, and despite the fact that the RLDC has yet to obtain private financing, site work and construction activities are continuing, which would expose the Town to further liability.

225. Upon information and belief, if construction is completed prior to private financing being obtained, the Town (i.e., the taxpayers) would be responsible for this additional \$6,007,400.00 obligation.

226. Upon information and belief, despite not yet obtaining private financing, the RLDC has entered into additional contracts for construction of the Project with Piermont Iron and Nikko Construction, agreeing to pay \$2,058,000.00 and \$3,949,400.00, respectively.

227. Based upon the actions of the Town Board to date, if the RLDC does not obtain financing, construction will continue, and the Town will, once again, adopt Resolutions to pay for the RLDC's obligations.

228. These impermissible commitments fly in the face of the August 24, 2010 vote, which clearly and unequivocally demonstrated that the taxpayers do not want to fund Project Grand Slam, and are illegal and contrary to law.

Project Grand Slam Is Unlikely To Be Successful In Ramapo

229. Project Grand Slam also presents major questions as to its financial feasibility.

230. Upon information and belief, B9B is seeking the right to a franchise in the Canadian American ("CanAm") Baseball League.

231. Upon information and belief, no franchise rights have yet to be obtained.

232. The CanAm Baseball League is an *independent* baseball league, which is unaffiliated with a major league franchise.

233. "Unlike minor league baseball affiliated teams, the owners of independent baseball leagues have to pay the salaries of the rostered players, managers, coaches and athletic trainers which means money is extremely tight and sometimes runs out." Evan Weiner, *In*

Ramapo, NY, \$25 Million Gets You A Team In An Economic Challenged Baseball League, available at <http://www.examiner.com/business-of-sports-in-national/in-ramapo-ny-25-million-gets-you-a-team-an-economic-challenged-baseball-league>.

234. Upon information and belief, the CanAm Baseball League was first established in 1995. It has existed in its present incarnation since only 2004.

235. Upon information and belief, as of May 2010, the CanAm Baseball League presently consists of only 6 teams.

236. Upon information and belief, between 1995 and 2008, a total of 18 CanAm Baseball League teams failed. None presently exist in New York State. In fact, out of seven teams previously existing in New York State, three left for other states and eventually folded, and four folded while they were still in New York.

237. B9B would own the eighth attempt at a New York CanAm Baseball League franchise.

238. The CanAm Baseball League presently has a 73% overall failure rate, and a 100% failure rate in New York.

239. Considering the vehement opposition, the Supervisor and the Town are taking a significant risk at the taxpayers' expense.

Alleged Financial Feasibility Is Premised Upon A Report, Which Is Tenuous At Best

240. There is no evidence that the Project would even be financially feasible, and would offset the excessive expenditures of taxpayer funds, even if a team is identified.

241. Although the FEIS expressly did not address economic issues, a separate financial feasibility report for Project Grand Slam was prepared by Fishkind & Associates, Inc., dated June 2010 (the "Fishkind Report"). (Response to Comments, FEIS at 98 ("A separate

economic study is underway to establish the economic viability of the project. It should be noted that the environmental review is independent from the results of the feasibility study.”)).

242. The Fishkind Report, not surprisingly, concludes, *inter alia*, that the “economic benefits of the project are significant.” (Fishkind Report at 27).

243. Also not surprisingly, the Fishkind Report is fraught with baseless conclusions and unsupported assumptions.

244. Most notably, the Fishkind Report assumes that for each game, starting at year one through year five, Project Grand Slam would sell *in excess* of the 3,500 seats, providing for overflow in picnic areas. (Fishkind Report at 18).

245. According to the CanAm Baseball League website, in 2010, among the existing 6 teams, a CanAm Baseball League game averaged an attendance of 1,977 per game. See Official Website of the Canadian American Assoc. of Professional Baseball, *available at* <http://canam.bbstats.pointstreak.com/attendance.html?leagueid=201&seasonid=316>.

246. The individual team attendance averages range from 702 per game to 3,288 per game for the league’s most successful team. (Id.).

247. Each of the stadiums for the 6 teams are comparable to the proposed Project Grand Slam, ranging in size from 3,000 to 4,800 capacity.

248. There is no rationale to support the Fishkind Report’s conclusion that somehow a new team in the Town would sell out each game.

249. In addition, the Fishkind Report defines the Project as providing 900 parking spaces. (Fishkind Report at 2).

250. Curiously, even though the Second Amendment to the MOU had not yet been entered into requiring an additional 700 spaces, the Fishkind Report bases the calculation of revenue from parking on 1600 parking spaces. (Id. at 18).

251. Even assuming there are 1600 parking spaces, the Fishkind Report assumes that each space will be occupied by a car at every baseball game.

252. Even in sell out conditions, this would assume less than three people per vehicle, for a stadium designed for family sports entertainment.

253. The Fishkind Report also concludes that an additional over \$400,000.00 in revenue would be generated from other events, such as concerts, collage and high school games, rentals for private events, and other community events.

254. In support of this additional revenue, the Fishkind Report sites no conclusive data, and does not even offset the potential revenue with expenditures such as payment to entertainment acts, or necessary increased safety measures.

255. The Fishkind Report also concludes that there is a “reasonable assumption” that the naming rights for the stadium would generate an estimated \$250,000.00 per year. (Fishkind Report at 17).

256. This conclusion is based solely on the proximity to New York City, and the extensive corporate sponsorship opportunities.

257. No consideration is made for the present state of the economy. Nor are any data or surveys provided to support the likelihood that a New York City corporation would be willing to invest significant funds in a controversial stadium intended to house a team in a league with a 73% failure rate overall, and a 100% failure rate in New York.

258. Lastly, the Fishkind Report concludes that “the Ballpark [is] expected to cover its debt service obligations by a comfortable margin.” (Fishkind Report at 22).

259. Aside from first two (2) years when all revenue would be would be committed to debt service reserve, the Fishkind Report projects revenues of \$68,555.00 to \$233,705.00 over the first 10 years of operation. (Id. at 21).

260. Considering these numbers are based on unrealistic and ideally perfect sell out conditions, it can hardly be said these numbers represent a “comfortable margin.”

261. The Fishkind Report simply does not support the notion that St. Lawrence’s Project Grand Slam would be financially feasible or a fiscally responsible project for Town.

FIRST CAUSE OF ACTION

(Violation Of N.Y. Not-For-Profit Corporation Law § 1411(d)(1)
– Illicit Transfer of Land Required for Municipal Use)

262. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

263. Pursuant to N.Y. Not-For-Profit Corporation Law Section 1411(d)(1), the Town Board “may by resolution determine that . . . real property owned by [the Town] is not required for use by [the Town] and authorize [the Town] to sell or lease such real property to a local development corporation.”

264. Section 1411 makes clear that its intent is to provide a means by which municipalities could utilize property no longer needed for public use in order to, *inter alia*, “reliev[e] and reduc[e] unemployment . . . encourage[e] the development of, or retention of, an industry in the community or area, and lessen[] the burdens of government,” in order to provide

economic stimulus, and return the surplus land no longer needed for municipal purposes to the tax rolls. N.Y. Not-For-Profit Corp. Law § 1411(a).

265. The legislative history states, for example, that “[i]t is the express purpose of [Section 1411] and the establishment of the local development corporation to return [municipally]-owned property to the tax rolls, while at the same time providing an economic basis for fuller employment in the community.” (See, e.g., Paul J. Curran, Legis. Rep., Mem. in Support, Mar. 7, 1967).

266. The Town Board did not determine that the Site is surplus property, which “is not required for use” by the Town.

267. To the contrary, upon information and belief, the Town intends to transfer the Site to the RLDC only upon the condition that it be returned to the Town for a public park and recreation use.

268. The Town Board’s adoption of Resolution No. 2010-655, authorizing the transfer of the Site to the RLDC violates N.Y. Not-For-Profit Corporation Law Section 1411(d), and renders Resolution No. 2010-655 null and void.

SECOND CAUSE OF ACTION

(Violation Of N.Y. Not-For-Profit Corporation Law § 1411(d)(1)
– Prohibited Transfer Of Parkland)

269. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

270. Pursuant to N.Y. Not-For-Profit Corporation Law Section 1411(d)(1), a Town Board may not transfer property to a local development corporation, such as the RLDC, when title to such land is “declared inalienable as a forest preserve or parkland.”

271. In furtherance of the sole statutory purpose to promote industrial and manufacturing projects, the RLDC is specifically prohibited by statute from obtaining designated parklands.

272. The Site was purchased by the Town for park and recreation public use.

273. Resolution No. 2010-655 purports to authorize the Town to sell the Site to the RLDC, despite the Site being otherwise inalienable parkland, in violation of the express prohibition in Section 1411(d)(1).

274. The Town Board's adoption of Resolution No. 2010-655, authorizing the transfer of the Site to the RLDC violates N.Y. Not-For-Profit Corporation Law Section 1411(d), and renders Resolution No. 2010-655 null and void.

THIRD CAUSE OF ACTION

(Violation Of N.Y. Not-For-Profit Corporation Law § 1411(c) –
Ultra Vires: Assumption of Responsibility Beyond Statutory Grant)

275. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

276. Resolution No. 2010-655 purports to transfer the Site “such that the [RLDC] can facilitate the construction” of Project Grand Slam.

277. Section 1411(c) of the Not-For-Profit Corporation Law sets forth the powers of a local development corporation.

278. Section 1411(c) is devoid of any grant of authority to the RLDC to construct a public parks and recreational facility.

279. In fact, Section 1411(c) permits, *inter alia*, only the RLDC to construct “industrial or manufacturing plants in the territory in which its operations are principally to be conducted.”

280. The legislative intent of Section 1411 is solely to aid in the construction of industrial and manufacturing plants, in order to provide economic stimulus, create jobs, and return surplus land no longer needed for municipal purposes to the tax rolls.

281. Thus, the construction by the RLDC of a parks and recreation facility is contrary to the plain language, as well as the legislative intent of Section 1411.

282. The transfer of the Site by the Town to the RLDC for the purpose of facilitating the construction of Project Grand Slam is *ultra vires*, and violates N.Y. Not-For-Profit Corporation Law Section 1411(c), rendering Resolution No. 2010-655 null and void.

FOURTH CAUSE OF ACTION
(MOU Is *Ultra Vires*)

283. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

284. The MOU between RLDC and B9B purports to require the RLDC to comply with obligations for which the RLDC is not authorized.

285. The RLDC is not authorized by its enabling legislation to undertake the construction of projects that do not involve manufacturing or industrial purposes.

286. The RLDC is also not authorized to use public monies, which may only be used by the RLDC to promote industrial development, to pay penalties to compensate for a Project it is not permitted to construct.

287. The MOU and its subsequent amendments are, therefore, null and void.

FIFTH CAUSE OF ACTION
(Violation Of RLDC Certificate Of Incorporation)

288. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

289. Paragraph Sixth, subdivision (f) of the Certificate of Incorporation of the RLDC requires the RLDC to “conduct its business in its own name and conduct all material transactions between the Corporation and the Town *only on an arm’s-length basis.*” (See Certificate of Incorporation, Exhibit “__” (emphasis added)).

290. Black’s Law Dictionary defines an “arm’s-length transaction” as “a transaction between two parties who are not related or not on close terms and who are presumed to have roughly equal bargaining power.” In other words, an arm’s length transaction is a transaction between unrelated parties.

291. The Court of Appeals has held that a transaction would be considered at arm’s-length where the parties transact as adversary parties, each standing upon their respective rights and neither under the other’s control.

292. Resolution No. 2010-655 authorizes the transfer of the Site from the Town, of which St. Lawrence is the Supervisor, to the RLDC, of which St. Lawrence is the President.

293. Resolution No. 2010-655 was approved by a vote of 3 to 2, with the Supervisor casting the deciding vote to transfer the Site from the Town to the RLDC.

294. The Supervisor did not recuse himself from the vote to approve Resolution No. 2010-655.

295. Failure to conduct business at arm’s-length invalidates the transaction.

296. Accordingly, Resolution No. 2010-655 authorizing the transfer of the Site from the Town to the RLDC was not a transaction between unrelated parties under separate control, was not an arm’s-length transaction, and was, therefore, in violation of the RLDC’s Certificate of Incorporation, and must be declared null and void.

SIXTH CAUSE OF ACTION
(Improper Conflict Of Interest)

297. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

298. Although it may not generally be an inherent conflict for St. Lawrence to sit as both Supervisor of the Town and President of RLDC, conflicts can arise in particular circumstances.

299. In particular, “conflicts of interest [between service on a Town Board and an LDC] may arise, particularly if the town and the corporation enter into contracts with each other.” 1998 N.Y. Op. Att’y Gen. (Inf.) 1057, 1998 WL 388606 (1998).

300. The Courts have held that a conflict of interest may arise even where there is no violation of N.Y. General Municipal Law Section 801.

301. The Courts have also held that a conflict of interest will be found where the public cannot be assured that its officials are exercising their best judgment without self-interest or partiality.

302. This is particularly so when the “matter under consideration is particularly controversial.”

303. It was and is well known by the Town Board, and by the Supervisor in particular, that the public is opposed to the construction of Project Grand Slam.

304. It was St. Lawrence’s duty as both Supervisor of the Town and President of the RLDC to recuse himself from casting not just a vote, but the *deciding* vote, approving Resolution No. 2010-655, particularly in light of the controversial nature of Project Grand Slam.

305. Moreover, St. Lawrence had, and continues to have, a duty to recuse himself from any vote relating to the Project, including, but not limited to, any and all resolutions

pursuant to SEQRA, the Urban Renewal Law, or approving the expenditure of funds, in connection with the Project.

306. A vote to approve any Resolution cast where there is a clear conflict of interest invalidates said Resolution.

307. Accordingly, the failure of the Supervisor to recuse himself from casting a vote to adopt Resolution No. 2010-655, as well as any other vote relating to Project Grand Slam, constitutes an impermissible conflict of interest, rendering any such vote and/or Resolution null and void.

SEVENTH CAUSE OF ACTION

(Violation Of N.Y. Not-For-Profit Corporations Law § 1411(c) – Improper Influence)

308. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

309. N.Y. Not-For-Profit Corporations Law Section 1411(c) prohibits the RLDC from “attempt[ing] to influence legislation by propaganda or otherwise.”

310. St. Lawrence’s vote was the deciding vote of the Town Board to adopt Resolution No. 2010-655 authorizing the transfer of the Site from the Town to the RLDC.

311. By using his dual position as both Supervisor of the Town and President of the RLDC, St. Lawrence influenced legislation.

312. St. Lawrence’s activities through his dual positions under the instant circumstances constitutes impermissible influence by the RLDC upon legislation adopted by the Town Board violation of N.Y. Not-For-Profit Corporations Law Section 1411(c), rendering Resolution No. 2010-655 and any Resolution or act for which he was the deciding vote null and void.

EIGHTH CAUSE OF ACTION
(Violation Of Public Trust Doctrine)

313. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

314. The Site was purchased expressly by the Town for use as a public park for recreation purposes, including, Project Grand Slam.

315. Upon information and belief, the bonds utilized to purchase the Site were issued for the express purpose of “recreational and other municipal purposes.”

316. Upon information and belief, the Town Board has also approved the expenditure of funds from bond proceeds expressly intended for the “improvement and embellishment of parks” for the construction of the Project.

317. In the alternative, even if the Town did not expressly purchase the Site for use as a public park for recreation purposes, the Site has been dedicated by implication as parkland as the result of other acts of the Town, including, but not necessarily limited to, the approval of the use of funds in connection with the Project, which were expressly intended for the “improvement and embellishment of parks.”

318. The Site has been held by the Town for public use and is impressed with a public trust.

319. The Town Board approved the transfer of the Site to the RLDC without first seeking and obtaining approval from the New York State Legislature.

320. The Town Board’s adoption of Resolution No. 2010-655 authorizing the transfer the Site to the RLDC constitutes alienation of parkland without prior approval from the New York State Legislature, in violation of the public trust doctrine.

NINTH CAUSE OF ACTION
(Bad Faith Waste Of Municipal Resources)

321. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

322. The Town Board adopted Resolution No. 2010-655 for the express purpose of transferring the Site to the RLDC so that it could attempt to obtain private funding for the construction of Project Grand Slam.

323. The RLDC is not authorized pursuant to its enabling legislation to construct Project Grand Slam.

324. On August 24, 2010, approximately 70% of the voting public sent a clear message to the Town Board that the taxpayers do not wish to be fiscally responsible for the construction of the controversial Project Grand Slam by voting down the Permissive Referendum.

325. Despite the foregoing, the Town continues to pass multiple resolutions to allocate public funds for site work required for RLDC's illegal construction of Project Grand Slam.

326. The Town Board's adoption of Resolutions Nos. 2010-538, 2010-565, 2010-726, 2010-727, 2010-740, 2010-[unnumbered] (Nov. 4, 2010), 2010-726, 2010-727, 2010-740, 2011-75, 2011-76, and 2011-77, as well as the October 26, 2010 Agreement between the Town and Turco Golf, Inc., each adopted after the defeat of the permissive referendum, as well as any additional Resolution, agreement and/or contract relating to the Project entered into by the Town Board since August 24, 2010, constitutes bad faith and/or illegal expenditures on the part of the Town Board in clear violation of the express will of the taxpayers.

327. Moreover, the Town Board's adoption of Resolution No. 2010-455, adopted after the Town was on notice of the impending referendum vote, likewise constitutes bad faith on behalf of the Town Board in clear violation of the express will of the taxpayers.

328. St. Lawrence and the Town Board's illegal acts constitute a bad faith waste of municipal funds.

329. Resolutions Nos. 2010-455, 2010-538, 2010-565, 2010-726, 2010-727, 2010-740, 2010-[unnumbered] (Nov. 4, 2010), 2010-726, 2010-727, 2010-740, 2011-75, 2011-76, and 2011-77, as well as the October 26, 2010 Agreement between the Town and Turco Golf, Inc., each adopted after the defeat of the permissive referendum, as well as any additional Resolution, agreement and/or contract relating to the Project entered into by the Town Board since August 24, 2010, , must, therefore, be deemed null and void.

TENTH CAUSE OF ACTION
(Violation of Local Finance Law § 165)

330. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

331. Section 165 of the New York State Local Finance Law establishes that bond proceeds "shall be expended only for the object or purpose for which such obligations were issued."

332. The Supervisor and the Town Board expressly stated that public funds would not be used in connection with Project Grand Slam.

333. Resolution No. 2010-531 authorizes the issuance of \$5,200,000 serial bonds to "pay the cost of the improvement and embellishment of various parks and pools" in the Town.

334. By virtue of the Supervisor's and Town Board's previous statements, the bond proceeds authorized by Resolution No. 2010-531 were not intended to be expended on Project Grand Slam.

335. To the extent that the Town intended to use any of the \$5,200,000 for Project Grand Slam, the failure to include such language in Resolution No. 2010-531 was a clear attempt to defraud and mislead the public.

336. The expenditure of the proceeds from the bonds authorized by Resolution No. 2010-531 violates Local Finance Law Section 165.

337. Any Resolution purporting to allocate proceeds from said bonds is null and void, including, but not limited to, Resolution Nos. 2010-455, 2010-540, 2010-[unnumbered] (Nov. 4, 2010), 2010-726, 2010-727 and 2010-740.

ELEVENTH CAUSE OF ACTION
(Article 78 – Violation Of SEQRA)

338. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

339. An essential function of SEQRA is to incorporate environmental considerations directly into the governmental decision-making process as early as possible when it is still practical to modify the proposed project in order to mitigate adverse environmental effects.

340. SEQRA's express legislative purpose is, *inter alia*, to "prevent or eliminate damage to the environment and enhance human and community resources." N.Y. Env'tl. Conserv. L. §8-0101.

341. It is axiomatic that SEQRA is not limited to assessing physical impacts to the environment.

342. SEQRA further requires analysis of potential socio-economic impacts, including, on existing patterns of population concentration, distribution, or growth, and existing community or neighborhood character.

343. Clearly, adverse impacts on local finances, including as the result of improper fiscal decisions, can impact municipalities' ability to define community character.

344. SEQRA contemplates that potential significant adverse environmental impacts that have either not been addressed or that were inadequately addressed in the EIS will be addressed in a supplemental EIS ("SEIS"). 6 N.Y.C.R.R. 617.9(a)(7).

345. SEQRA specifically contemplates the preparation of an SEIS from new potential significant environmental impacts arising from, *inter alia*, "changes proposed for the project" or "a change in circumstances related to the project."

346. Upon information and belief the Town's SEQRA review of Project Grand Slam did not consider the potential significant adverse impacts posed by Project changes reflected in the MOU, including an increase in parking by 350 spaces.

347. Upon information and belief, the Town's SEQRA review of Project Grand Slam did not address any of the socio-economic impacts from the Project, including, but not limited to, the drain on the taxpayers resulting from the significant financial resources necessary to fund the Project.

348. Upon information and belief, the Town's SEQRA review of Project Grand Slam did not consider the involvement of the RLDC in the development of the Project.

349. The Town's failure to study the Project changes reflected in the MOU and its subsequent amendments, as well as the subsequent socio-economic impacts on the taxpayers

resulting from the financing of the Project was arbitrary and capricious, and an abuse of discretion.

350. In the absence of SEQRA compliance, actions taken by governmental entities are void.

351. Wherefore, subject land transfer should be vacated by reason of the Town and/or the RLDC's failure to require an SEIS.

TWELFTH CAUSE OF ACTION
(Urban Renewal Plan Was Illegally Adopted)

352. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

353. Upon information and belief, the Urban Renewal Plan was adopted for the purpose of obtaining funds from State and/or Federal loan and/or grant programs.

354. Upon information and belief, the designation of the Site as an eligible urban renewal area was based upon misrepresentations of fact and false information, including, but not limited to, the gross exaggeration by the Town of alleged illegal dumping on the Site, alleged existence of hazardous materials and contaminated soils, and an alleged "blighting influence on the surrounding area." (See Urban Renewal Plan at 1, Exhibit "___").

355. The adoption of the Urban Renewal Plan for the purpose of obtaining State and/or Federal loans and/or grants based upon misrepresentations of fact and false information renders the adoption of the Urban Renewal Plan illegal, null and void.

THIRTEENTH CAUSE OF ACTION
(Violation of N.Y. Open Meetings Law)

356. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

357. New York Open Meetings Law Section 103(d) requires that “Public bodies shall make or cause to be made all reasonable efforts to ensure that meetings are held in an appropriate facility which can adequately accommodate members of the public who wish to attend such meetings.”

358. The Town Board was made advised by the public at the November 23, 2010 public hearing resulting in the adoption of Resolution No. 2010-655 that the meeting room was insufficient to accommodate the members of the public wishing to attend the meeting.

359. People were forced into the hallways and into a separate room, unable to participate in the public hearing.

360. Despite being advised that all people wishing to speak were not provided a sufficient opportunity, the Town Board nonetheless voted to adopt Resolution No. 2010-655.

361. Accordingly, the adoption of Resolution No. 2010-655 violated the Open Meetings Law, and is null and void.

FOURTEENTH CAUSE OF ACTION

(Failure to Obtain Site Development Plan Approval)

362. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

363. Section 376-90 of the Town Code establishes, with limited exceptions inapplicable here, that Site Development Approval is required before building permits, certificates of occupancy, and certificates of use may be issued for any development project.

364. The established objectives of Site Development review is to ensure that the Town Planning Board reviews projects in order to “take into consideration” matters, including “the comfort and convenience of the public in general and . . . of the immediate

neighborhood in particular,” and to require conditions and safeguards to promote the public interest.

365. The Town Code sets forth detailed procedures for Site Development Plan Approval

366. These include, among other things, the submission to the Planning Board of a consolidated report by the Community Design Review Committee.

367. Upon information and belief, the Project has not been subject to Site Development review by the Planning Board.

368. Upon information and belief, the Town Attorney has claimed that the Project is exempt from local land use requirements.

369. New York law does not exempt municipally sponsored projects from local land use requirements.

370. Instead, New York law requires that a balancing analysis be conducted to ascertain whether local land use regulations apply to municipal projects.

371. Upon information and belief, Respondents/Defendants have not conducted any balancing analysis with respect to the applicability of local land use regulations, including Site Development review, of the Project.

372. Alternatively, Respondents/Defendants could not rationally divest the Planning Board of review authority over the Project because of the overriding public interest in such review, including, to ensure that all necessary conditions and safeguards are imposed on it.

373. The Planning Board should be compelled to conduct Site Development review of the Project before building permits, certificates of occupancy, and/or certificates of use are issued for the Project.

374. Furthermore, any building permits, certificates of occupancy, and/or certificates of use issued for the Project are invalid because of the lack of Site Development Plan Approval.

FIFTEENTH CAUSE OF ACTION

(Violation of N.Y. General Municipal Law § 239-m)

375. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

376. Section 239-m(3) of the State General Municipal Law establishes that certain municipal actions must be referred to the County Planning Agency for review.

377. Actions that must be referred to the County Planning Agency, include, but are not limited to, approval of site plans and “other authorizations which a referring body may issue under the provisions of any zoning ordinance or local law.”

378. Recognizing the Project is subject to County Planning Agency review under Section 239-m, the Town referred the Project to the Rockland County Planning Department during the SEQRA process.

379. As set forth above, significant revisions have been made to the Project since the conclusion of the SEQRA process.

380. Upon information and belief, however, the revised Project was not resubmitted to the County Planning Department.

381. Respondents/Defendants must be compelled to submit the revised Project to the County Planning Department for its review.

382. Furthermore, all approvals and/or permits issued for the Project must be invalidated by virtue of Respondents/Defendants’ failure to comply with Section 239-m of the General Municipal Law.

SIXTEENTH CAUSE OF ACTION
(Violation of N.Y. Town Law § 117)

383. Petitioners/Plaintiffs repeat and reallege paragraphs 1 through ___ as if fully set forth herein.

384. Section 117 of the New York State Town Law establishes that “[e]xcept as authorized by law, no officer, board, department or commission shall during any fiscal year expend or contract to be expended any money or incur any liability or enter into any contract which by its terms involves the expenditure of money for any purpose, *unless provision therefor shall have been made in the annual budget*, and in no case in excess of the amount appropriated for such year, except pursuant to section one hundred twelve of this chapter and further excepting such leases and contracts as may have been entered into by the town for a term exceeding one year in accordance with the provisions of this chapter or any other law applicable to such town.” (emphasis added)

385. Accordingly, towns are generally prohibited from awarding contracts until funds have been appropriated in the budget or financing has been approved.

386. No funds have been appropriated in the Town budget for Project Grand Slam.

387. No financing has been approved for the Town’s use in connection with Project Grand Slam.

388. Indeed, the Supervisor and the Town Board expressly stated that public funds would not be used in connection with Project Grand Slam.

389. Any Town Resolutions awarding contracts or approving payment, which would directly benefit Project Grand Slam are null and void, including, but not necessarily

limited to, Resolution Nos. 2010-538, 2010-565, 2010-726, 2010-727, 2010-740, 2010-[unnumbered] (Nov. 4, 2010), 2010-726, 2010-727, 2010-740, 2011-75, 2011-76, and 2011-77

390. Any contracts awarded in violation of Town Law Section 117 are null and void, including, but not necessarily limited to, contracts issued to Turco Golf, Inc., Morano Brothers Corp., and W. Harris & Son, Inc. for work on the Project Site.

WHEREFORE, Petitioners/Plaintiffs request a judgment, as follows:

- (1) declaring the transfer of the Site to be in violation of N.Y. Not-For-Profit Corporations Law Section 1411(d)(1);
- (2) declaring the vote to adopt Resolution No. 2010-655 to be in violation of N.Y. Not-For-Profit Corporations Law Section 1411(c) as being *ultra vires*;
- (3) declaring the MOU to be *ultra vires*, null and void;
- (4) declaring the transfer of the Site to be in violation of the RLDC's Certificate of Incorporation;
- (5) declaring any vote cast in connection with Project Grand Slam, including, but not limited to, Resolution No. 2010-655, as well as any and all resolutions pursuant to SEQRA, the Urban Renewal Law, or approving the expenditure of funds in connection with the Project, to have constituted a conflict of interest on behalf of St. Lawrence;
- (6) declaring the vote to adopt Resolution No. 2010-655, as well as any other Resolution or act for which St. Lawrence was the deciding vote, to be in violation of N.Y. Not-For-Profit Corporations Law Section 1411(c) as constituting improper influence over legislation;
- (7) declaring the transfer of the Site to be in violation of the public trust doctrine;
- (8) declaring the adoption of Resolution No. 2010-655 as being in violation of N.Y. Open Meetings Law Section 103;
- (9) declaring null and void Resolution No. 2010-655, which authorizes the transfer of the Site from the Town to the RLDC;
- (10) declaring the adoption of Resolutions Nos. 2010-455, 2010-538, 2010-565, 2010-726, 2010-727, 2010-740, 2010-[unnumbered] (Nov. 4, 2010),

2010-726, 2010-727, 2010-740, 2011-75, 2011-76, and 2011-77, as well as the October 26, 2010 Agreement between the Town and Turco Golf, Inc., each adopted after the defeat of the permissive referendum, as well as any additional Resolution, agreement and/or contract entered into by the Town Board since August 24, 2010, null and void as being a bad faith and illegal waste of municipal resources and/or in violation of N.Y. Local Finance Law Section 165 and/or N.Y. Town Law Section 117;

- (11) declaring all actions purporting to implement the revised Project, including, but not limited to, Resolution No. 2010-655 and the MOU and its subsequent amendments null and void, and requiring the Town Board as Lead Agency to supplement its Environmental Impact Statement the in accordance with SEQRA and its implementing regulations;
- (12) declaring the adoption of the Urban Renewal Plan illegal, null and void;
- (13) compelling the Planning Board to conduct Site Development review of the Project before building permits, certificates of occupancy, and/or certificates of use are issued for the Project;
- (14) invalidating any building permits, certificates of occupancy, and/or certificates of use issued for the Project in the absence of Site Development Plan Approval;
- (15) compelling Respondents/Defendants to submit the revised Project to the County Planning Department for its review;
- (16) invalidating all approvals and/or permits issued for the Project by virtue of Respondents/Defendants' failure to comply with Section 239-m of the General Municipal Law; and
- (17) granting Petitioners/Plaintiffs such other and further relief as this Court deems just and proper.

Dated: January __, 2011
White Plains, New York

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