

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
TOWN OF WOODBURY and the TOWN OF
WOODBURY TOWN BOARD,

SUMMONS

Plaintiffs,

Index No. _____

- against -

Date Purchased: June 11, 2018

VILLAGE OF WOODBURY, VILLAGE OF
WOODBURY BOARD OF TRUSTEES and ORANGE
COUNTY,

Plaintiffs designates Orange County
as the place of trial. The basis of
venue is that the subject property in
question is situated in Orange
County.

Defendants.
-----X

TO THE ABOVE-NAMED DEFENDANTS:

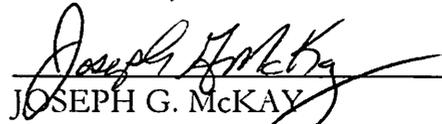
YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys, CATANIA, MAHON, MILLIGRAM & RIDER, PLLC, within 20 days after the service of this summons, exclusive of the day of service or within 30 days after the service is complete if this summons is not personally served upon you within the State of New York; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: Newburgh, NY
June 11, 2018

Yours, etc.,

CATANIA, MAHON, MILLIGRAM
& RIDER, PLLC

By:



JOSEPH G. MCKAY
Attorneys for Plaintiffs
One Corwin Court
P.O. Box 1479
Newburgh, NY 12550
T: (845) 565-1100

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
TOWN OF WOODBURY and the TOWN OF
WOODBURY TOWN BOARD,

VERIFIED COMPLAINT

Plaintiffs,

Index No. _____

- against -

Date Purchased: June 11, 2018

VILLAGE OF WOODBURY, VILLAGE OF
WOODBURY BOARD OF TRUSTEES and ORANGE
COUNTY,

Defendants.

-----X

Plaintiffs, TOWN OF WOODBURY (the "TOWN") and the TOWN OF
WOODBURY TOWN BOARD (the "TOWN BOARD"), by and through their attorneys,
CATANIA, MAHON, MILLIGRAM & RIDER, PLLC, complaining against the Defendants,
alleges as follows:

PRELIMINARY STATEMENT

1. This is a declaratory judgment action pursuant to Section 3001 of the New York
State Civil Practice Law and Rules (CPLR) seeking to void an exchange of real property
between the TOWN and the Village of Woodbury (the "VILLAGE") as being in violation of
the Statute of Frauds as set forth in Section 5-703 of the General Obligations Law (GOL).
This action is also brought pursuant to Section 329 of the Real Property Law (RPL) and Article
15 of the Real Property Actions and Proceedings Law (RPAPL), seeking to void, set aside and
cancel the purported conveyance of TOWN property to the VILLAGE.

2. This action specifically seeks to set aside two (2) deeds that constitute an unlawful exchange of real property between the TOWN and the VILLAGE: (i) the deed executed by David Sutz, former Town Supervisor, on August 18, 2017 and recorded on August 29, 2017 at Book 14282, Page 23 in the Orange County Clerk's Office, which deed conveyed approximately eight and six-tenths (8.6) acres of TOWN land behind the existing Town Hall to the VILLAGE; and (ii) the deed executed by David Sutz, former Town Supervisor ("former Supervisor Sutz"), executed on August 18, 2017 and recorded on August 29, 2017 in Book 14282 at Page 28 in the Orange County Clerk's Office, which deed purported to convey approximately one hundred thirteen (113) acres of VILLAGE-owned land to the TOWN, which land was already operated by the TOWN as a park.

3. The real property exchange between the TOWN and the VILLAGE must be set aside for numerous reasons, including, but not limited to, the following:

- a. there was no written agreement or other meeting of the minds between the TOWN and the VILLAGE as to what portion of the TOWN's property would be conveyed to the VILLAGE, in violation of the Statute of Frauds (GOL §5-703);
- b. former Supervisor Sutz exceeded his authority by retaining a surveyor without TOWN BOARD approval, and by unilaterally determining, based on that survey, what "portions" of the TOWN's property would be conveyed to the VILLAGE, also without the approval of the TOWN BOARD;
- c. former Supervisor Sutz exceeded his authority by executing a deed that transferred TOWN property located at Section 219, Block 5, Lot 8 to the VILLAGE, which was never approved by the TOWN BOARD;
- d. former Supervisor Sutz exceeded his authority by failing to have an attorney prepare, review and authorize the execution of any and all

documents related to the proposed real property exchange with the VILLAGE, as required by the TOWN BOARD's July 2017 resolution;

- e. the deed that transferred a portion of the lot behind Town Hall lacked the necessary subdivision approval from the Village of Woodbury Planning Board, thereby creating an illegal subdivision, which should not have been recorded in the Orange County Clerk's Office, and which should not have resulted in the County creating new tax lots and assigning tax map identification numbers to those new lots;
- f. the deed purportedly conveying the parkland from the Town Water District, as transferor, to the TOWN, as transferee, must be voided because the VILLAGE owned the property, not the Town of Woodbury Water District, and because the former Supervisor had no authority to transfer any property owned by the VILLAGE;
- g. the conveyance of parkland owned by the VILLAGE to the TOWN lacked prior approval of the New York State Legislature as required by the public trust doctrine when alienating any parkland, rendering the transfer void.

THE PARTIES AND THEIR CAPACITIES

4. Plaintiff, TOWN, is a municipal corporation organized and existing under the laws of the State of New York, with primary offices located at 511 Route 32, Highland Mills, New York.

5. Plaintiff, TOWN BOARD is the governing body of the TOWN with the power over the general management and control of TOWN finances and empowered to, among other things, by a majority vote of the board, acquire and/or convey real property.

6. Defendant, the VILLAGE is a municipal corporation organized and existing in the State of New York, with primary offices located at the Highland Mills Firehouse, 455 Route 32, Highland Mills, New York.

7. Defendant, VILLAGE OF WOODBURY BOARD OF TRUSTEES (the “VILLAGE BOARD”), is the governing body of the VILLAGE empowered to, among other things, acquire and/or convey real property.

8. The TOWN and VILLAGE share essentially the same municipal boundaries and are almost completely co-terminus, except for a small portion of the Village of Harriman that is located within the TOWN, but not the VILLAGE.

9. Defendant, ORANGE COUNTY, is a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 255 Main Street, Goshen, New York, and is charged with the responsibility of recording deeds, creating tax maps, issuing tax lot identification numbers, and, where necessary, canceling instruments and/or deeds of record and correcting tax maps and tax lot identification numbers.

FACTUAL ALLEGATIONS

The TOWN's Purported Transfers to the VILLAGE.

10. Prior to the purported property transfers, the TOWN owned approximately eleven and four tenths (+/- 11.40) acres of land behind Town Hall that stretched back to Hickory Street to the west and to Townsend Street to the north.

11. The land behind Town Hall consisted of three (3) tax parcels, all located within Orange County tax map Section 219, Block 5. The three (3) lots in question are Lots 20, 21 and 8. Attached as Exhibit “A” is a copy of the 2017 Orange County Tax Map which highlights the parcels in question prior to the unlawful conveyance to the VILLAGE.

12. The TOWN parcels purportedly transferred to the VILLAGE are the following: (a) an unauthorized “portion” of Lot 20, which portion consists of approximately 6.9 acres, and which houses a small highway department facility and additional vacant land extending from immediately behind the TOWN Senior Center/Library westerly to Hickory Street (hereinafter referred to as the “Senior Center/Library”); (b) the entirety of Lot 21, which consists of approximately 4.2 acres, and which houses the main highway garage leased to the VILLAGE, is commonly referred to as 15 Penie Lane (the “Highway Garage Parcel”); and (c) the entirety of Lot 8, which consists of approximately three tenths of one acre (+/- .30), and which houses an existing structure and a portion of the private driveway known as Penie Lane. The TOWN has historically used the private driveway to access Townsend Avenue from the town hall parking lot, and, more generally, for ingress and egress to its properties and facilities in and around its municipal complex.

13. The transfer of the three (3) parcels from the TOWN to the VILLAGE were made in one deed executed by former Supervisor David Sutz on August 18, 2017, which deed was recorded on August 29, 2017 at Book 14282, Page 23 in the Orange County Clerk’s Office. (A copy of that deed is attached as Exhibit “B”.)

14. As a result of the conveyances to the VILLAGE, the boundary lines between Lot 20 (which housed the Town Senior Center/Library and smaller highway department facilities) and Lot 21 (which contained the VILLAGE’s main highway garage) were adjusted. The result was the creation of two new tax parcels. A copy of the 2018 Orange County Tax Map reflecting the creation of the new tax parcels is attached as Exhibit “C”.

15. As shown on the 2018 Orange County Tax Map, new tax parcel 219-5-21.2 is now owned by the VILLAGE, is approximately 6.9 acres in size and contains all the highway facilities and vacant land towards the west.

16. Together, prior to the transfer to the VILLAGE, Lots 20 and 21 contained approximately eleven and four tenths (11.4) acres of property behind Town Hall. The purported transfer to the VILLAGE, by former Supervisor Sutz, conveyed eighty-five percent (85%) of that acreage, leaving the TOWN with a mere 1.7 acres of land, now identified as new tax parcel 219-5-20.2, which contains the Town Senior Center/Library and associated parking facilities. This new gerrymandered lot is all that is left of the land directly adjacent to the Senior Center and Library, and this dramatically reduced lot size, upon information and belief, renders the new lot non-conforming and incapable of being used, modified or improved by the TOWN in the future.

17. The third parcel purportedly conveyed to the VILLAGE by former Supervisor Sutz was Lot 8. Former Supervisor Sutz was never authorized to convey Lot 8 to the VILLAGE.

18. Lot 8 is also incorrectly identified on the 2018 Orange County Tax Map as being owned by the TOWN, but the deed executed by former Supervisor Sutz on August 18, 2017 clearly includes that lot in the conveyance to the VILLAGE.

19. The 2018 Tentative Assessment Roll for the TOWN correctly identifies the VILLAGE as the owner of Lot 8 with a full market value of \$70,600.

The VILLAGE's Purported Transfer of Parkland to the TOWN.

20. In or about 1977, the Town of Woodbury Water District leased a parcel of approximately one hundred thirteen (113) acres to the TOWN, to be used exclusively for park and recreation purposes. That parcel was maintained as a TOWN park until the VILLAGE was created in 2006. The park is commonly known as the Earl Reservoir or the "Res".

21. The Earl Reservoir Park is open to all the TOWN/VILLAGE residents, including those residents that live in the portion of the TOWN that falls within the Village of Harriman.

22. Pursuant to Village Law Section 2-254, after its creation, the VILLAGE took ownership of all land owned by the Town of Woodbury Water District which was wholly included within the boundaries of the VILLAGE, including the Earl Reservoir Park, identified as Orange County Tax Parcel Section 204, Block 1, Lot 30. The TOWN's parks department has continued to maintain the Earl Reservoir Park pursuant to an Intermunicipal Agreement with the VILLAGE.

23. Although the park was owned by the VILLAGE, former Supervisor Sutz executed a deed, purportedly conveying the VILLAGE's park property to the TOWN.

24. The deed was executed by former Supervisor David Sutz on August 18, 2017, and recorded on August 29, 2017 at Book 14282, Page 28 in the Orange County Clerk's Office. A copy of that deed is attached hereto as Exhibit "D".

25. The 2017 Orange County Tax Map incorrectly identifies the Town of Woodbury Water District as the owner of the park property. A copy of the 2017 Orange County Tax Map is attached as Exhibit "E".

The February 2017 TOWN BOARD Meeting.

26. Upon information and belief, according to TOWN BOARD records, the proposed property exchange was first publicly discussed at the February, 2017 Town Board meeting. A copy of the relevant minutes from the TOWN BOARD's February 16, 2017 Meeting are attached hereto as Exhibit "F".

27. At that meeting, former Supervisor Sutz proposed that the TOWN and VILLAGE exchange properties, as follows:

"Earl's Reservoir (two sizeable lots) to the TOWN [in exchange for] the Highway property owned by the Town."

28. At the February 2017 meeting, the TOWN councilmembers questioned whether the proposed transfers were appropriate considering the large amount of vacant buildable land that the TOWN would be conveying to the VILLAGE under the proposal, among other concerns.

29. Former Supervisor Sutz offered a motion to authorize himself to "sign the required paperwork to be filed with the County to exchange the property from the TOWN to the VILLAGE and from the VILLAGE to the TOWN once prepared and reviewed by" the Attorney for the TOWN.

30. Former Supervisor Sutz's motion did not identify the lot numbers of the parcels to be transferred, their acreage or value, and whether or not the entire parcels would be transferred or whether only a portion would be transferred.

31. Former Supervisor Sutz's motion failed, as three (3) board members abstained from the vote.

The March 2017 TOWN BOARD Meeting.

32. At the March 2017 Town Board meeting, the construction of an addition to a building in the park was discussed. Former Supervisor Sutz mentioned the proposal to exchange properties with the VILLAGE.

33. Former Supervisor Sutz stated that he was going to "put [] together a packet for both boards with visuals of both properties."

34. Former Supervisor Sutz never provided the TOWN BOARD members with a packet of any data or information concerning the proposed property transfers.

35. Former Supervisor Sutz never provided the TOWN BOARD members with any "visuals" of the properties. (A copy of the March 2017 TOWN BOARD meeting minutes is attached hereto as Exhibit "G".)

The July 20, 2017 TOWN BOARD Meeting.

36. The property exchange was discussed again at the July 20, 2017 TOWN BOARD meeting. (A copy of the July 20, 2017 TOWN BOARD meeting minutes is attached hereto as Exhibit "H".)

37. A majority of the TOWN BOARD voted to authorize former Supervisor Sutz to proceed with the review of the proposed property transfer as follows:

Motion was then offered by Councilman Arone, seconded by Councilman Hunter, to authorize the Supervisor to sign any and all documents relating to a property exchange with the Village of Woodbury as follows, upon the final preparation, review and authorization by counsel:

From the Town to the Village – Section 219, Block 5, Lot 21 and *a portion of Lot 20* (highway garage and shed)

From the Village to the Town – Section 204-1-30 (Earl’s Reservoir)

| | | | |
|----------------|------|---|----------------------------|
| ADOPTED | AYES | 4 | Sutz, Arone, Essig, Hunter |
| | NOES | 1 | Palermo |

38. After the TOWN BOARD adopted its July 20, 2017 resolution, former Supervisor Sutz never spoke to, advised, or in any way informed the TOWN BOARD members of his actions in furtherance of the proposed transfers.

39. In direct contradiction of the July 20, 2017 resolution, with all deliberate speed, former Supervisor Sutz took it upon himself to complete the purported property transfers, and within a period of twenty-nine (29) days, executed a deed transferring the TOWN’s property to the VILLAGE, without any review or authorization by the TOWN BOARD or by legal counsel.

40. Upon information and belief, efforts were taken to ensure that the TOWN BOARD, the Attorney for the TOWN and the Engineer for the TOWN were kept out of the property exchange process altogether.

41. Because former Supervisor Sutz rushed to execute the deed conveying the TOWN's property to the VILLAGE within twenty-nine (29) days, the TOWN BOARD never had the opportunity to discuss or determine what "portion" of Lot 20 it would, or could, transfer to the VILLAGE.

42. Because former Supervisor Sutz rushed to execute the deed conveying the TOWN's property to the VILLAGE within twenty-nine (29) days, the TOWN BOARD never had the opportunity to discuss or authorize the preparation of a survey, or the preparation of a legal description or map to determine what "portion" of Lot 20 it would, or could, transfer to the VILLAGE.

43. Because former Supervisor Sutz rushed to execute a deed conveying the TOWN's property within twenty-nine (29) days, the TOWN BOARD never had the opportunity to discuss or authorize the preparation of a subdivision application or lot-line change application to the Village Planning Board, which would have delineated the proposed new boundaries of the Highway Garage parcel (Lot 21) and the Senior Center/Library parcel (Lot 20), and the impact of the boundary change on the TOWN's ability to construct new facilities on the Library and Senior Center parcel in the future.

44. Because former Supervisor Sutz rushed to execute a deed conveying the TOWN's property to the VILLAGE within twenty-nine (29) days, the TOWN BOARD never had the opportunity to obtain information from the TOWN's Assessor as to the respective assessment values and market values of the of the parcels that were proposed to be transferred, and never had the opportunity to determine the equity and fairness of the proposed property

swap.

45. The TOWN BOARD never intended to accept the park parcel without the prior approval of the Legislature.

46. Finally, because former Supervisor Sutz rushed to execute a deed conveying the TOWN’s property to the VILLAGE within twenty-nine (29) days, the TOWN BOARD never had the opportunity to discuss or perform the required environmental review under the New York State Environmental Quality Review Act (“SEQRA”).

The VILLAGE BOARD Meeting of July 27, 2017.

47. On July 27, 2017, only seven (7) days after the adoption of the TOWN BOARD resolution, the VILLAGE BOARD met. (A copy of the July 27, 2017 VILLAGE BOARD meeting minutes is attached hereto as Exhibit “I”.)

48. On July 27, 2017, the VILLAGE BOARD adopted the resolution that stated as follows:

Motion was then offered by Trustee Egan, seconded by Trustee Crouse, to authorize the Mayor to sign any and all documents relating to a property exchange with the Town of Woodbury as follows, upon the final preparation, review and authorization by counsel:

From the Town to the Village – Section 219, Block 5, Lot 21 and *a portion of Lot 20* (highway garage and shed)

From the Village to the Town – Section 204-1-30 (Earl’s Reservoir)

| | | | |
|----------------|------|---|---|
| ADOPTED | AYES | 5 | Queenan, Crouse, Egan, Flood, Mickolajczyk |
| | NOES | 0 | |

49. The VILLAGE BOARD resolution also limited the proposed property transfers to Lot 21 and “a portion” of Lot 20.

50. Neither the TOWN BOARD resolution nor the VILLAGE BOARD resolution mentioned, let alone authorized, the transfer of the TOWN’s Lot 8 to the VILLAGE.

51. Upon information and belief, the VILLAGE Mayor violated the authorization given to him by the VILLAGE BOARD resolution by failing to have the “documents relating to the property exchange” signed only after “final preparation, review and authorization by counsel.” A copy of the Real Property Transfer Report (RP-5217) form executed and filed by the VILLAGE Mayor transferring TOWN Lot 21, TOWN Lot 8 and a “portion” of TOWN Lot 20 to the VILLAGE, dated August 18, 2017, is annexed hereto as a part of Exhibit “B”.

The August 3, 2017 TOWN BOARD Meeting.

52. On August 3, 2017, former Supervisor Sutz attended a TOWN BOARD meeting.

53. The minutes of the meeting reflect that former Supervisor Sutz made no mention of the proposed property transfer with the VILLAGE, or that he had already had a survey map, legal descriptions and deeds prepared to complete the property transfers, including a self-determined description of the “portion” of Lot 20 that would be transferred to the VILLAGE. (A copy of the August 3, 2017 TOWN BOARD meeting minutes is annexed hereto as Exhibit “J”.)

The August 17, 2017 TOWN BOARD Meeting.

54. On August 17, 2017, former Supervisor Sutz attended a TOWN BOARD meeting.

55. The minutes of the meeting reflect that former Supervisor Sutz made no mention of the proposed property transfer with the VILLAGE, or that he had already had a survey map, legal descriptions and deeds prepared to complete the property transfers, including a self-determined description of the "portion" of Lot 20 that would be transferred to the VILLAGE.

56. The minutes of the meeting reflect that former Supervisor Sutz made no mention to the TOWN BOARD members of the fact that he would be executing the deeds to complete the property transfers the next day. A copy of the August 17, 2017 TOWN BOARD meeting minutes is annexed hereto as Exhibit "K".

57. Although former Supervisor Sutz remained in office until December 31, 2017, more than eight months after the subdivision map was finalized, and more than four (4) months after he executed and recorded the deed conveying TOWN property to the VILLAGE, he never advised the TOWN BOARD of the existence of the subdivision map, and never advised the TOWN BOARD that he had executed and recorded the deed conveying the TOWN's property to the VILLAGE.

The TOWN BOARD Discovered in 2018, That Former Supervisor Sutz Completed the Property Transfers in August of 2017.

58. On January 1, 2018, Frank J. Palermo became the Town Supervisor. After taking office, Supervisor Palermo and the TOWN BOARD members discovered that the proposed property transfers between the TOWN and the VILLAGE, the details of which had not been discussed since the July 2017 board meeting, had been completed by former Supervisor Sutz in August 2017, without their knowledge, consent or authority.

59. In 2018, Supervisor Palermo and the TOWN BOARD members discovered that sometime in or before December 2016, more than eight months before the adoption of the TOWN BOARD's July 2017 resolution, that former Supervisor Sutz had retained Steven J. Green, a Goshen, New York surveyor, to prepare a map or survey of the TOWN's properties that Sutz proposed be transferred to the VILLAGE.

60. Former Supervisor Sutz did not request that the retained Engineer for the TOWN, Fusco Engineering and Land Surveying, P.C., perform the mapping or surveying of the TOWN's properties in 2016.

61. The TOWN BOARD did not authorize former Supervisor Sutz to retain Steven J. Green's surveying services.

62. Between the time he was retained by former Supervisor Sutz in 2016, and the time the deed conveying the TOWN property to the VILLAGE was recorded in August 2017, Steven J. Green never met with the TOWN BOARD to discuss the services he would provide,

or to discuss the work he had performed in determining what "portion" of Lot 20 would be, or could be, transferred to the VILLAGE.

63. Upon information and belief, former Supervisor Sutz did not use the services of the board-appointed Engineer for the TOWN to survey the TOWN's properties, because he did not want the TOWN BOARD members to be aware that he was unilaterally completing the property conveyance process.

64. Upon information and belief, surveyor Steven J. Green is also an employee of Orange County, employed in the Real Property Department, and was involved in the processing and creation of the new County tax lots, which are under dispute, and which were based upon the unauthorized survey he prepared for former Supervisor Sutz.

65. Steven J. Green communicated with former Supervisor Sutz concerning the survey and property transfers, with such communications being made between Green and employees of the VILLAGE's Building Department and other town personnel.

66. Neither Stephen J. Green nor former Supervisor Sutz included or copied any TOWN BOARD members on their communications, and neither informed any TOWN BOARD members of such communications.

67. Upon information and belief, former Supervisor Sutz had communications with other third parties which the TOWN BOARD was not made aware of in order to unilaterally complete the property transfers.

68. Without the approval of the TOWN BOARD, Steven J. Green prepared one or more metes and bounds descriptions that described the portions of the TOWN's property that was purportedly to be conveyed to the VILLAGE.

69. On or about July 25, 2017, only five (5) days after the TOWN BOARD resolution, Steven J. Green emailed a draft metes and bounds description to the Town Assessor, which he intended to attach to the TOWN's deed to the VILLAGE.

70. The metes and bounds description Steven J. Green drafted would have conveyed the entirety of all the lands owned by the TOWN behind Town Hall, including all of the land comprising Lots 20 and 21.

71. On or about July 25, 2017, Steven J. Green revised the metes and bounds description of the TOWN property to be conveyed to the VILLAGE, so that Lot 21 and eighty percent (80%) of Lot 20 would be conveyed to the VILLAGE.

72. The metes and bounds description prepared by Steven J. Green was derived from a field survey he performed at former Supervisor Sutz's request in December 2016, more than eight (8) months prior to the TOWN BOARD's resolution.

73. A certified survey and map purporting to transfer eighty percent (80%) of the TOWN's Lot 20 to the VILLAGE was signed and sealed by Steven J. Green on March 17, 2017, more than four (4) months prior to the TOWN BOARD's resolution.

74. Despite the fact that the TOWN BOARD had discussed transferring a "portion" of Lot 20 to the VILLAGE during its February 16 and July 20, 2017 TOWN

BOARD meetings, former Supervisor Sutz never informed the TOWN BOARD at those meetings that he had already retained the services of Steven J. Green to perform a survey.

75. Despite the fact that the TOWN BOARD had discussed transferring a “portion” of Lot 20 to the VILLAGE during its February 16 and July 20, 2017 TOWN BOARD meetings, former Supervisor Sutz never informed the TOWN BOARD at those meetings that; that Steven J. Green had already performed a survey of the property.

76. Despite the fact that the TOWN BOARD had discussed transferring a “portion” of Lot 20 to the VILLAGE during its February 16 and July 20, 2017 TOWN BOARD meetings, former Supervisor Sutz never informed the TOWN BOARD at those meetings that; that Steven J. Green had already drawn a survey map delineating the proposed modification of the boundaries between Town Lots 20 and 21.

77. Despite the fact that the TOWN BOARD had discussed transferring a “portion” of Lot 20 to the VILLAGE during its July 20, 2017 TOWN BOARD meeting, former Supervisor Sutz never informed the TOWN BOARD at that meeting that Steven J. Green had already finalized, signed and sealed a survey map determining which “portion” of Town Lot 20 would be transferred to the VILLAGE on March 17, 2017. A copy of the sealed survey map is attached hereto as Exhibit “L”.

The Purported Agreement to Transfer Real Property Violated the Statute of Frauds.

78. There was never a written agreement executed by the TOWN or VILLAGE with respect to the proposed property transfers.

79. The TOWN BOARD and the VILLAGE BOARD never met to discuss the proposed property transfers.

80. The resolutions of the TOWN BOARD and VILLAGE BOARD did not constitute a valid agreement to transfer real property between the TOWN and VILLAGE.

81. The resolutions of the TOWN BOARD and VILLAGE BOARD did not describe the property of the TOWN proposed to be conveyed to the VILLAGE with sufficient definitiveness and exactness to identify it with reasonable certainty.

82. At the time of the adoption of the TOWN BOARD's July 20, 2017 resolution, the TOWN BOARD members had not determined what "portion" of Lot 20, if any, it would agree to transfer to the VILLAGE.

83. It was the intention and understanding of a majority of the TOWN BOARD members that former Supervisor Sutz would undertake a review of the property behind Town Hall and provide the TOWN BOARD with a proposal as to exactly what "portion" of Lot 20 Sutz proposed to transfer to the VILLAGE, for the TOWN BOARD's review and/or approval.

84. The TOWN BOARD did not authorize former Supervisor Sutz to unilaterally determine what "portion" of Lot 20 would be transferred to the VILLAGE, and former Supervisor Sutz had no power or authority provided by the New York State Town Law to make that determination himself.

85. Neither the TOWN BOARD or nor VILLAGE BOARD resolutions describe with any particularity, the size, shape and legal description of the proposed transfer of “a portion” of Lot 20 to the VILLAGE.

86. There was no meeting of the minds between the TOWN BOARD and the VILLAGE BOARD concerning the proposed property transfer, especially with respect to what “portion of the TOWN’s Lot 20” the boards believed would be, or could be, conveyed to the VILLAGE, in consideration of the VILLAGE’s transfer of parkland to the TOWN.

87. The purported agreement to exchange property between the TOWN and VILLAGE did not satisfy the Statute of Frauds (GOL §5-703).

Former Supervisor Sutz Prepared a Deed Purporting to Transfer the TOWN’s Lot 8 to the VILLAGE Without Authorization by the TOWN BOARD.

88. Without any authority whatsoever, former Supervisor Sutz prepared, or had another prepare, a deed purporting to transfer the TOWN’s property, located at Section 219, Block 5, Lot 8, to the VILLAGE.

89. At no point in time did the TOWN BOARD discuss transferring Lot 8 to the VILLAGE.

90. At no time did the TOWN BOARD authorize former Supervisor Sutz to transfer Lot 8 to the VILLAGE.

91. Upon information and belief, the VILLAGE BOARD never adopted a resolution requesting or accepting the transfer of Lot 8.

92. The deed conveying Lot 8 to the VILLAGE is invalid and must be declared void.

The Recording of Flawed Deeds.

93. After the adoption of the TOWN BOARD's July 2017 resolution, former Supervisor Sutz, without the knowledge, authority or consent of the TOWN BOARD, prepared, or caused another individual to prepare two deeds to complete the property transfers.

94. Upon information and belief, contrary to both the TOWN's resolution and the VILLAGE's resolution, neither of the deeds were prepared, reviewed or authorized by counsel, because each deed was fatally flawed.

95. The deed that purports to transfer the VILLAGE's parkland to the TOWN was executed on behalf of the Town of Woodbury Water District, which did not exist at the time the deed was executed. To be proper, that deed should have recited that the conveyance was from the VILLAGE, the owner of the property, to the TOWN. To be proper, that deed should have been executed by the Mayor of the VILLAGE, not by former Supervisor Sutz.

96. The second deed executed by former Supervisor Sutz purports to convey the entirety of Lot 21 and a "portion" of Lot 20 to the VILLAGE.

97. The second deed executed by former Supervisor Sutz conveyed the entirety of the TOWN's Lot 8 to the VILLAGE, without the TOWN BOARD's authority or consent.

98. The second deed executed by former Supervisor Sutz, reconfigured the boundaries of TOWN Lots 20 and 21 in accordance with the map prepared, signed and sealed by Steven J. Green on March 17, 2017, which map was made and filed without any consultation with or review or authorization by the TOWN BOARD.

99. Both deeds were notarized by the VILLAGE Clerk, who also serves as the TOWN Clerk.

100. The VILLAGE to paid the filing fees to have the deeds recorded by the Orange County Clerk.

101. Upon information and belief, former Supervisor Sutz had the VILLAGE pay the recording fees so that the TOWN BOARD would not become aware that the deeds were being filed.

The Transfers of TOWN Property Violated Applicable Subdivision Regulations.

102. Former Supervisor Sutz's unilateral reconfiguration of the tax lots violated both New York State and local Subdivision Regulations since no formal subdivision approval was ever obtained from the Village Planning Board.

103. Former Supervisor Sutz never obtained authority from the TOWN BOARD to make a subdivision application with the Village Planning Board.

104. Upon information and belief, former Supervisor Sutz did not request that the TOWN BOARD file a subdivision application with the Village Planning Board because the TOWN BOARD would have become aware of what "portion" of Lot 20 was being

transferred to the VILLAGE, and the TOWN BOARD would have, or could have, objected to or modified the transfer.

105. Upon information and belief, former Supervisor Sutz presented the March 17, 2017 map modifying the boundaries of Lots 20 and 21 to the Chairwoman of the Village Planning Board, so that it could be recorded in Orange County Real Property Department to create new tax lots.

106. Upon information and belief, the Chairwoman of the Village Planning Board refused to sign the March 17, 2017 map for recording with the County, because it had not been reviewed and approved by the Town's appointed Engineer or an attorney for the Town.

107. Upon information and belief, after the Chairwoman of the Village Planning Board refused to sign the March 17, 2017 map, former Supervisor Sutz had Steven J. Green record the map with the Orange County Real Property Department.

108. Upon information and belief, the deeds executed by former Supervisor Sutz falsely inferred or represented to the recording agency that the TOWN BOARD had agreed to convey Lot 8 to the VILLAGE, and that the TOWN BOARD had agreed to accept the conveyance of the park parcel.

109. Upon information and belief, the deeds executed and recorded by former Supervisor Sutz falsely inferred or represented to the recording agency that the TOWN BOARD had determined what "portion of Lot 20" would be conveyed to the VILLAGE.

110. Upon information and belief, the March 17, 2017 map, the deeds and related recording documents constituted false instruments.

111. Those instruments were recorded by the Orange County Real Property Department and the Orange County Clerk.

The Transfer of the VILLAGE Park was Unlawful.

112. General Municipal Law (GML) §72(h)(a) provides that “[n]otwithstanding any provision of any general, special or local law or of any charter, the supervisors of a county, the town board of a town, the board of trustees of a village, . . . may sell, transfer or lease to or exchange with any municipal corporation or municipal corporations, either without consideration or for such consideration and upon such terms and conditions as shall be approved by such officer or body, any real property owned by such county, town, village.”

113. GML §72-h(b) makes clear, however, that section 72-h does “not apply to any real property which is made inalienable under the provisions of any general, special or local law or of any charter.”

114. An intermunicipal transfer of parkland, even where the parkland continues to be used for park purposes for the same members of the public, requires New York State Legislative approval under the public trust doctrine.

115. No Legislative approval was sought that would have authorized the transfer of the VILLAGE’s parkland to the TOWN, and, further, the deed transferring the land in question to the TOWN, should have, but did not, contain language restricting the use of the property to parkland in the future.

116. Upon information and belief, former Supervisor Sutz did not seek Legislative approval before executing the deed to the parkland parcel, because it would have required the adoption of a resolution by the TOWN BOARD and would have resulted in his unilateral actions becoming known to the TOWN BOARD members.

117. The deed conveying the park parcel without Legislative approval is invalid and must be declared void and canceled of record.

The Transfers Must be Set Aside Because the Exchange of Consideration is Grossly Inadequate.

118. The property “exchange” at issue here must be set aside.

119. Courts in New York State have invalidated sales of municipal real property where the consideration underlying the transfer was grossly inadequate.

120. When engaged in the sale or transfer of real property, town boards have a fiduciary duty to ensure that terms of the proposed transfer are on the most beneficial terms for the TOWN, in order to safeguard the public interest.

121. According to the 2018 Town of Woodbury Assessor’s Tentative Assessment Roll, the VILLAGE property purportedly transferred to the TOWN has a full market value of approximately \$968,300.00, while the TOWN property purportedly transferred to the VILLAGE has an approximate full market value of \$2,204,800.

122. Without the TOWN BOARD’s approval, former Supervisor Sutz unilaterally transferred properties worth over \$2 million to the VILLAGE, and in return received a parcel

of parkland valued at only \$968,300.00, which the TOWN's residents already had full access to, and title to which the TOWN itself did not really need.

123. Because former Supervisor Sutz rushed to prepare, execute and record a deed transferring TOWN property to the VILLAGE within forty (40) days, the TOWN BOARD did not have an opportunity to investigate, review or discuss the respective property values of the parcels proposed to be transferred prior to the conveyance of the TOWN's property by former Supervisor Sutz.

124. While an inter-municipal transfer of property may not require consideration, the TOWN BOARD intended that in exchange for any proposed conveyance of TOWN property to the VILLAGE, that the VILLAGE would convey property of equivalent value, or nearly equivalent value, to the TOWN.

125. The value of the TOWN property purportedly conveyed to the VILLAGE by former Supervisor Sutz is grossly disproportionate to the value of the property purported transferred by the VILLAGE to the TOWN, and the alleged transfers must be set aside and voided.

AS AND FOR A FIRST CAUSE OF ACTION

**(Setting Aside Both Deeds Because the
Purported Transfers Violated the Statute of Frauds)**

126. Plaintiffs repeat and reallege each and every allegation contained in paragraphs "1" through "125" hereinabove, as though the same were more fully set forth herein.

127. The resolutions adopted by the TOWN BOARD and the VILLAGE BOARD

did not constitute a valid written agreement for the transfer or real property.

128. The resolutions adopted by the TOWN BOARD and the VILLAGE BOARD did not identify the “portion” of the TOWN’s property with sufficient certainty to constitute a valid agreement for the transfer or real property.

129. The resolutions adopted by the TOWN BOARD and the VILLAGE BOARD did not demonstrate a meeting of the minds sufficient to constitute a valid offer and acceptance for the transfer or real property.

130. The property exchange between the TOWN and VILLAGE was based upon consideration and the values of the properties involved.

131. The purported agreement between the TOWN and the VILLAGE to transfer real property violated General Obligations Law §5-703.

AS AND FOR A SECOND CAUSE ACTION

(Setting Aside the TOWN Deed to the VILLAGE Because Town Board Did Not Authorize Former Supervisor to Make the Conveyance)

132. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “131” hereinabove, as though the same were more fully set forth herein.

133. The July 20, 2017 resolution adopted by the TOWN BOARD contemplated that only a portion of Lot 20 could be conveyed to the VILLAGE.

134. The TOWN BOARD’s resolution did not identify exact portion of Lot 20 that was proposed to be conveyed, because the TOWN BOARD had not made that determination.

135. Without advising the TOWN BOARD, the former Town Supervisor had the Town's property surveyed, and without providing that survey to the TOWN BOARD, unilaterally determined what "portion" of the TOWN's property would be conveyed to the VILLAGE.

136. Without the approval of the TOWN BOARD, the former Town Supervisor executed and recorded a deed to the VILLAGE, purportedly conveying a portion of TOWN land to the VILLAGE that the TOWN BOARD had not authorized.

137. New York State Town Law does not empower Town Supervisors to convey real property owned by the TOWN without the approval of the TOWN BOARD.

138. The deed transferring the TOWN's property behind Town Hall to the VILLAGE should be voided, annulled and set aside because the former Town Supervisor violated the New York State Town Law by solely determining what "portion" of Town property was to be conveyed to the VILLAGE, and by executing and recording a deed conveying the TOWN's property to the VILLAGE, without TOWN BOARD approval.

AS AND FOR A THIRD CAUSE OF ACTION

(Setting Aside the TOWN Deed to the VILLAGE Because Town Board Did Not Authorize Former Supervisor to Make the Conveyance of Lot 8)

139. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "138" hereinabove, as though the same were more fully set forth herein.

140. The July 20, 2017 resolution adopted by the TOWN BOARD did not discuss, did not offer, and did not authorize a conveyance of TOWN Lot 8 to the VILLAGE.

141. The July 27, 2017 resolution adopted by the VILLAGE BOARD did not discuss, did not accept a conveyance of TOWN Lot 8 by the VILLAGE.

142. Without advising the TOWN BOARD, the former Town Supervisor had the Town's property surveyed, and prepared a deed that purported to convey the TOWN's Lot 8 to the VILLAGE.

143. Without the approval of the TOWN BOARD, the former Town Supervisor executed and recorded a deed to the VILLAGE, purportedly conveying the TOWN's Lot 8 to the VILLAGE.

144. New York State Town Law does not empower Town Supervisors to convey real property owned by the TOWN without the approval of the TOWN BOARD.

145. The deed transferring the TOWN's Lot 8 to the VILLAGE should be voided, annulled and set aside because the former Town Supervisor violated the New York State Town Law by executing and recording a deed conveying the TOWN's Lot 8 to the VILLAGE, without TOWN BOARD approval.

AS AND FOR A FOURTH CAUSE OF ACTION

**(Setting Aside the Deed from the TOWN to
the VILLAGE Because it is an Illegal Subdivision)**

146. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "145" hereinabove, as though the same were more fully set forth herein.

147. Without advising the TOWN BOARD, the former Town Supervisor had TOWN Lots 20 and 21 surveyed.

148. Without advising the TOWN BOARD, the former Town Supervisor had a map prepared that proposed to modify the boundaries of TOWN Lots 20 and 21, and which had the effect of determining what “portion” of Lot 20 would be conveyed to the VILLAGE.

149. Although the map purporting to change the boundaries between Lot 20 and Lot 21 was prepared and signed on March 17, 2017, more than four months before the TOWN BOARD’s July 20, 2017 meeting, the former Town Supervisor never advised the TOWN BOARD members that the map had been prepared.

150. Although the map purporting to change the boundaries between Lot 20 and Lot 21 was prepared and signed on March 17, 2017, more than four months before the TOWN BOARD’s July 20, 2017 meeting, the former Town Supervisor never provided that map to the TOWN BOARD for its review or consideration.

151. Without the approval of the TOWN BOARD, the former Town Supervisor executed and recorded a deed to the VILLAGE, purportedly conveying TOWN Lot 21 and a portion of TOWN Lot 20, as depicted on the March 17, 2017 map, to the VILLAGE.

152. The transfer of Lots 20 and Lot 21 was illegal under both New York State Town Law and the VILLAGE’s own local Subdivision Regulations because neither the TOWN nor the VILLAGE had the legal authority to change the boundary lines between Lots 20 and Lot 21 without a Subdivision Approval from the Village Planning Board, and without a subdivision plat being duly signed by the Village Planning Board’s Chairperson.

153. The TOWN BOARD never knew of the March 17, 2017 subdivision map; never approved of the subdivision, and never authorized former Supervisor Sutz to apply to the VILLAGE Planning Board for the subdivision approval of TOWN property.

154. Upon information and belief, without filing an application with the Village Planning Board for a subdivision of TOWN property, former Supervisor Sutz requested that the Village Planning Board Chairwoman sign and approve the March 17, 2017 subdivision map.

155. The Village Planning Board Chairwoman refused to sign the subdivision map and approve the subdivision of the Town's properties.

156. Upon information and belief, Steven J. Green, in his capacity as an employee of the tax map department, improperly waived the subdivision approval requirement and created new tax parcels based upon his own survey.

157. Orange County improperly assigned new tax map identification numbers to the two (2) lots involved in the transfer because there was no legally recognizable reconfiguration of the lots.

158. The purported reconfiguration and subsequent transfer of property from the TOWN to the VILLAGE as well as the County's assignment of new tax map identification numbers was illegal and should be declared null and void.

AS AND FOR A FIFTH CAUSE OF ACTION

(Setting Aside the Deed from the Town Water District to the TOWN on Behalf of the VILLAGE Because the Town Water District Had No Such Authority)

159. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “158” hereinabove, as though the same were more fully set forth herein.

160. The park property purportedly transferred to the TOWN from the VILLAGE was owned, according to the last deed of record, by the Town of Woodbury Water District.

161. The Town of Woodbury Water District was disbanded upon the formation of the VILLAGE in 2006.

162. Pursuant to Village Law 2-254, upon the formation of the VILLAGE, all Town of Woodbury Water District property contained wholly within the boundaries of the VILLAGE transferred to the VILLAGE by operation of law, and the Town Water District ceased to exist.

163. The deed to the TOWN, however, erroneously recites that the transfer of the property is from the Town of Woodbury Water District to the TOWN.

164. Since the entity known as the Town of Woodbury Water District no longer existed at the time of the purported transfer, that deed is defective and should be voided, annulled and set aside.

AS AND FOR A SIXTH CAUSE OF ACTION

(Setting Aside the Deed from the Town Water District to the TOWN on Behalf of the VILLAGE Because It was an Illegal Alienation of Parkland)

165. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “164” hereinabove, as though the same were more fully set forth herein.

166. The conveyance of parkland owned by the VILLAGE to the TOWN lacked Legislative approval, which approval is required under the public trust doctrine when alienating any parkland.

167. Neither the TOWN nor the VILLAGE applied to the New York State Legislature to have the proposed transfer of park property approved prior to the execution and recording of the deed making that conveyance by former Supervisor Sutz.

168. The transfer of the VILLAGE’s Earl Reservoir park to the TOWN must be voided, annulled and set aside for lack of Legislative approval.

AS AND FOR A SEVENTH CAUSE OF ACTION

**(Setting Aside the Deed from the TOWN
to the VILLAGE for Lack of Consideration)**

169. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “168” hereinabove, as though the same were more fully set forth herein.

170. When engaged in the sale or transfer of real property, town boards have a fiduciary duty to ensure that the terms of any such transfer are beneficial for the TOWN, in order to safeguard the public interest.

171. Courts in New York State have invalidated sales of municipal real property where the consideration underlying the transfer was grossly inadequate

172. According to the 2018 Town of Woodbury Assessor's Tentative Assessment Roll, the VILLAGE property purportedly transferred to the TOWN has a full market value of approximately \$968,300.00, while the TOWN property purportedly transferred to the VILLAGE has an approximate full market value of \$2,204,800.

173. Without the TOWN BOARD's approval, former Supervisor Sutz unilaterally transferred properties worth over \$2 million to the VILLAGE, and in return received a parcel of parkland valued at only \$968,300.00, which the TOWN's residents already had full access to, and title to which the TOWN itself did not really need.

174. Because former Supervisor Sutz rushed to prepare, execute and record a deed transferring TOWN property to the VILLAGE within forty (40) days, the TOWN BOARD did not have an opportunity to investigate, review or discuss the respective property values of the parcels proposed to be transferred prior to the conveyance of the TOWN's property by former Supervisor Sutz.

175. While an inter-municipal transfer of property may not require consideration, the TOWN BOARD intended that in exchange for any proposed conveyance of TOWN property to the VILLAGE, that the VILLAGE would convey property of equivalent value, or nearly equivalent value, to the TOWN, to safeguard the public interest.

176. The value of the TOWN property purportedly conveyed to the VILLAGE by former Supervisor Sutz is grossly disproportionate to the value of the property purportedly

transferred by the VILLAGE to the TOWN, such that the alleged transfers must be set aside and voided.

AS AND FOR AN EIGHTH CAUSE OF ACTION

(Cancelling Deeds of Record pursuant to Real Property Law Section 329)

177. Plaintiffs repeat and reallege each and every allegation contained in paragraphs “1” through “176” hereinabove, as though the same were more fully set forth herein.

178. This Court should set aside, vacate and cancel of record the 2017 deeds involved in the property exchange between the TOWN and the VILLAGE pursuant to Real Property Law Section 329 because, among other things: the transfers violated the Statute of Frauds; the transfer of the park parcel did not have Legislative approval; the former Town Supervisor had no authority to make the conveyances of TOWN property to the VILLAGE; the former Town Supervisor had no authority to convey Lot 8 to the VILLAGE; the purported transfers lacked adequate and fair consideration, and constituted an illegal subdivision.

179. Plaintiffs seek judgment pursuant to Real Property Law Section 329 which cancels the deed conveying the TOWN’s property to the VILLAGE, which deed was recorded in the Orange County Clerk’s Office on August 29, 2017 at Book 14282, Page 23.

AS AND FOR A NINTH CAUSE OF ACTION

**(Claim to Real Property under Article 15 of the Real Property
Actions and Proceeding Law)**

180. Plaintiffs repeat and reallege each and every allegation contained in paragraphs

“1” through “179” hereinabove, as though the same were more fully set forth herein.

181. Prior to the unauthorized conveyance of TOWN property to the VILLAGE, the TOWN owned the subject property in fee simple.

182. According to the deed from the TOWN to the VILLAGE, which deed was recorded in the Orange County Clerk’s Office on August 29, 2017 at Book 14282, Page 23, the Defendant, Village of Woodbury, now claims ownership of the property.

183. There are no defendants known or unknown who have an interest in this proceeding other than as named in this complaint, and none of the defendants are an infant, mentally retarded, mentally ill or an alcohol abuser.

184. That the judgment to be entered herein will not affect any person or persons not in being or ascertained at the commencement of this action who by any contingency contained in a device or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the property involved; and every person and being who could, would, or might have been entitled to such estate or interest if such event had happened immediately before the commencement of this action is named as a party thereto.

185. Pursuant to Real Property Actions and Proceedings Law Article 15, the TOWN seeks judgment supporting its claim to ownership of the subject property that was illegally deceded to the VILLAGE.

AS AND FOR A TENTH CAUSE OF ACTION

(Setting Aside Both Deeds and Related Instruments Because the Former Supervisor Did Not Have the Attorney for the Town Prepare, Review and Authorize the Documents Required to Exchange Property with the VILLAGE)

186. Plaintiffs repeat and reallege each and every allegation contained in paragraphs “1” through “185” hereinabove, as though the same were more fully set forth herein.

187. On July 20, 2017, the TOWN BOARD adopted a resolution that authorized former Supervisor Sutz to “to sign any and all documents related to a property exchange with the VILLAGE as follows: upon final preparation, review and authorization by counsel.”

188. Despite the clear language of the resolution, after its adoption, former Supervisor Sutz never contacted any attorney to “prepare or review” any of the “documents” that were required in connection with the proposed property transfers.

189. Former Supervisor Sutz violated the terms and conditions of the TOWN BOARD’s resolution and transferred the TOWN’s property to the VILLAGE without having the “documents”, such as the survey, map and deeds, “prepared and reviewed” by counsel.

190. As such, the deed transferring the TOWN’s property to the VILLAGE must be voided, annulled and set aside.

WHEREFORE, Plaintiffs demand judgment and respectfully request that this Court issue an order and judgment pursuant to section 3001 of the Civil Practice Law and Rules declaring that:

- a. The deed from the TOWN to the VILLAGE, dated August 19, 2017, and recorded on August 29, 2017 in the Orange County Clerk’s Office at Book 14282, Page 23, be declared null, void and of no effect;

- b. Directing Orange County and/or the Orange County Clerk to set aside, vacate and cancel of record that certain deed dated August 19, 2017, from the TOWN to the VILLAGE, which deed was recorded on August 29, 2017 at Book 14282, Page 23;
- c. Directing Orange County to remove the new tax map identification numbers it unlawfully assigned to the two (2) reconfigured lots owned by the TOWN purportedly conveyed to the VILLAGE, and re-assign the prior identification numbers utilized before the purported unlawful transfer, as well as amending the tax maps to depict the parcels as they existed prior to purported the transfer;
- d. The alleged deed from the Town of Woodbury Water District to the TOWN, dated August 19, 2017, and recorded on August 29, 2017 in the Orange County Clerk's Office at Book 14282, Page 28, be declared null, void and of no effect;
- e. Directing the Orange County Clerk to set aside, vacate and cancel of record that certain deed dated August 19, 2017, from the Town Water District to the TOWN, which deed was recorded on August 29, 2017 at Book 14282, Page 28;
- f. Awarding Plaintiffs the costs, disbursements, and attorneys' fees incurred in prosecuting this proceeding; and
- g. Such other further relief as this Court deems just, proper and equitable.

Dated: Newburgh, NY
June 11, 2018

Yours, etc.,

CATANIA, MAHON, MILLIGRAM
& RIDER, PLLC

By: _____


JOSEPH G. MCKAY
Attorneys for Plaintiffs
One Corwin Court
P.O. Box 1479
Newburgh, NY 12550
T: (845) 565-1100

