

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
GREENTREE REALTY, LLC,

Petitioners/Plaintiffs,

Index No.: 05-11872

-against-

THE VILLAGE OF CROTON-ON-HUDSON, THE  
VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF  
CROTON-ON-HUDSON, THE VILLAGE OF CROTON-  
ON-HUDSON ZONING BOARD OF APPEALS, and  
DANIEL O'CONNOR, in his official capacity, as the  
VILLAGE BUILDING INSPECTOR,

**RESPONSE TO**  
**NOTICE TO ADMIT**  
**OF PETITIONERS /**  
**PLAINTIFFS**

Respondents/Defendants.  
-----X

Respondents/Defendants, THE VILLAGE OF CROTON-ON-HUDSON, THE  
VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF CROTON-ON-HUDSON, THE  
VILLAGE OF CROTON-ON-HUDSON ZONING BOARD OF APPEALS, and DANIEL  
O'CONNOR, in his official capacity, as the VILLAGE BUILDING INSPECTOR, by their  
attorneys, MIRANDA SAMBURSKY SLONE SKLARIN VERVENIOTIS LLP, hereby  
answers the Notice to Admit of Petitioners/Plaintiffs dated January 15, 2014, as follows:

1. That from 1960 through 2005, the premises located in Westchester County, New York, known as 1A Croton Point Avenue, Croton-On-Hudson, New York. (Westchester County, Village Tax Map as Section 78.16, Blocks 2, Lots 1 and 2 (the "Property") was used as a construction and demolition debris processing facility and transfer station.

**Response: Denied.**

2. That Louis Milano, Angelo Milano, Milano Brothers, Inc. and/or A. Milano & Sons used the Property as a construction and demolition debris processing facility and transfer station.

**Response: Denied.**

3. That Robert V. Liguori used the Property as a construction and demolition debris processing facility and transfer station.

**Response: Denied.**

4. That Industrial Recycling Systems, Inc. used the Property as a construction and demolition debris processing facility and transfer station.

**Response: Defendants objects to this request as being ambiguous. Defendants further object as they cannot truthfully admit or deny the accuracy of the statement on the grounds that such demand is palpably improper and beyond the scope of the purpose of a Notice to Admit. Kimmel v. Paul, Weiss, Rifkind, Wharton & Garrison, 214 A.D.2d 453, 625 N.Y.S.2d 202 (1<sup>st</sup> Dep't 1995); Nacherlitta v. Prospect Park Alliance, Inc., 88 A.D.3d 770, 930 N.Y.S.2d 643 (2d Dep't 2011). Nor are the current defendants in a position to answer the question. To the extent an answer is required, denied.**

5. That Harmon Recycle & Rail, Inc. (or Harmon & Rail, Inc.) used the Property as a construction and demolition debris processing facility and transfer station.

**Response: Defendants objects to this request as being ambiguous. Defendants further object as they cannot truthfully admit or deny the accuracy of the statement on the grounds that such demand is palpably improper and beyond the scope of the purpose of a Notice to Admit. Kimmel v. Paul, Weiss, Rifkind, Wharton & Garrison, 214 A.D.2d 453, 625 N.Y.S.2d 202 (1<sup>st</sup> Dep't 1995); Nacherlitta v. Prospect Park Alliance, Inc., 88 A.D.3d 770, 930 N.Y.S.2d 643 (2d Dep't 2011). Nor are the current defendants in a position to answer the question. To the extent an answer is required, denied.**

6. That Greentree Realty, LLC used the Property as a construction and demolition debris processing facility and transfer station.

**Response: Defendants objects to this request as being ambiguous. Defendants further object as they cannot truthfully admit or deny the accuracy of the statement on the grounds that such demand is palpably improper and beyond the scope of the purpose of a Notice to Admit. Kimmel v. Paul, Weiss, Rifkind, Wharton & Garrison, 214 A.D.2d 453, 625 N.Y.S.2d 202 (1<sup>st</sup> Dep't 1995); Nacherlitta v. Prospect Park Alliance, Inc., 88 A.D.3d 770, 930 N.Y.S.2d 643 (2d Dep't 2011). Nor are the current defendants in a position to answer the question. To the extent an answer is required, denied.**

7. That Metro Enviro, LLC used the Property as a construction and demolition debris processing facility and transfer station.

**Response: Defendants objects to this request as being ambiguous. Defendants further object as they cannot truthfully admit or deny the accuracy of the statement on the grounds that Defendants do not possess firsthand knowledge of Metro Enviro, LLC's actual use of the property. Nor are the current defendants in a position to answer the question and refer**

Plaintiff to a 1998 Special Permit as to how Metro Enviro, LLC was permitted to use the property. To the extent an answer is required, denied.

8. That Allied Waste Industries, Inc. used the Property as a construction and demolition debris processing facility and transfer station.

**Response:** Defendants objects to this request as being ambiguous. Defendants further object as they cannot truthfully admit or deny the accuracy of the statement on the grounds that such demand is palpably improper and beyond the scope of the purpose of a Notice to Admit. Kimmel v. Paul, Weiss, Rifkind, Wharton & Garrison, 214 A.D.2d 453, 625 N.Y.S.2d 202 (1<sup>st</sup> Dep't 1995); Nacherlitta v. Prospect Park Alliance, Inc., 88 A.D.3d 770, 930 N.Y.S.2d 643 (2d Dep't 2011). Nor are the current defendants in a position to answer the question. To the extent an answer is required, denied.

9. That Metro Enviro Transfer, LLC used the Property as a construction and demolition debris processing facility and transfer station.

**Response:** Defendants objects to this request as being ambiguous. Defendants further object as they cannot truthfully admit or deny the accuracy of the statement on the grounds that Defendants do not possess firsthand knowledge of Metro Enviro Transfer, LLC's actual use of the property. To the extent an answer is required, denied.

10. That, as of April 30, 1999, the Property was in full compliance with the then-current Village Code, including but not limited to §§ 230-18(B) (2); 230-18(B)(4); 230-18(G)(1); 230-37; 230-47; and 230-54 of the Code.

**Response: Defendants object as they cannot truthfully admit or deny the accuracy of the statement on the grounds that such demand is palpably improper; ambiguous; and beyond the scope of the purpose of a Notice to Admit as it calls for a legal conclusion. To the extent an answer is required, denied**

Dated: Mineola, New York  
March 10, 2014

MIRANDA SAMBURSKY SLONE  
SKLARIN VERVENIOTIS LLP  
Attorneys for Defendants  
**THE VILLAGE OF CROTON-ON-HUDSON,  
THE VILLAGE BOARD OF TRUSTEES OF  
THE VILLAGE OF CROTON-ON-HUDSON,  
THE VILLAGE OF CROTON-ON-HUDSON  
ZONING BOARD OF APPEALS, and DANIEL  
O'CONNOR, in his official capacity, as the  
VILLAGE BUILDING INSPECTOR**

By: \_\_\_\_\_  
Michael A. Miranda  
Robert Hewitt  
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Our File No.: 05-280

TO: John M. Flannery, Esq.  
WILSON ELSER MOSKOWITZ EDELMAN  
& DICKER, LLP  
Attorneys for Petitioner/Plaintiff  
1133 Westchester Avenue  
White Plains, New York 10604

VERIFICATION

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

\_\_\_\_\_, being duly sworn, deposes and says that deponent is \_\_\_\_\_ of The Village  
of Croton-On-Hudson, one of the defendants, named in the within action; that deponent has read  
the foregoing Response to Notice to Admit, and knows the contents thereof; and that the same is  
true to deponent's own knowledge, except as to the matters there in stated to be alleged upon  
information and belief, and as to those matters deponent believes to be true.

Sworn to before me this  
day of March, 2014.

\_\_\_\_\_  
NOTARY PUBLIC