

Village of Green Trails Association, Inc
June 18, 2020

Dear Owners,

Re: Dam Spillway Situation

This letter is to inform everyone about a situation that has arisen concerning the repair of the spillway portion of the dam at our Village of Green Trails' lake. For reference please see the documents posted to the Association's website (www.villageofgreentrails.org) that are part of a file of papers and correspondence going back to 1969.

On May 22, 1974, as a result of a lawsuit filed by owners, an injunction was issued by Judge Harry Stussie prohibiting the defendant, Tpheris Israel Chevra Kadisha Congregation, from use of a former easement and right-of-way across the Common Land of the Village of Green Trails to their Synagogue that was originally granted in 1969. (See the 1975 Affidavit) The Congregation was ordered to remove all improvements to the road and the area, and return the land to its original condition. The Congregation continued to use the roadway without regard to the ruling and on August 17, 1976, they were granted a "private way of necessity". The parties involved were then ordered to meet and work out an agreement regarding use of the road and maintenance of the road and the dam. (See the 1978 Stipulation.)

By 2008, the dam was no longer up to the current code and was in need of repairs. The City of Chesterfield served the Congregation notice to fix a defective dam. Complying with the order meant following the new criteria and regulations set by the Missouri Department of Natural Resources and MSD. The entire project, including the dam and its overflow structure (spillway), were paid for by the Congregation.

In 2019, the extreme weather during both spring and summer months washed away the dam's spillway which was part of the 2008 construction. In August, Mr. Mankowitz, president of Tpheris Israel Chevra Kadisha, emailed Mary Monachella to ask if the Village trustees were going to fix the spillway. He provided a short video of the water rushing down the spillway as a result of the previous storm. The Village trustees proceeded with obtaining bids for the spillway repair while investigating the terms of the Stipulation Agreement.

On September 16, 2019, trustee Monachella emailed Mr. Mankowitz and explained that the stipulation agreement requires Tpheris Israel to fix the spillway as it is part of the dam. It was originally constructed and paid for by the congregation. Mary supplied the three bids the trustees gathered as a start and for comparison purposes. Later on the same day Mr. Mankowitz asked for a copy of the Stipulation Agreement and implied he knew nothing of it. (See attached emails.)

Over the next few months Mary made phone calls to Mr. Mankowitz asking if a contractor had been hired and was told the congregation has not had time to discuss the matter. Questions about insurance were also raised. During these three to four months, Tpheris Israel did not give any confirmation that they would fix the spillway or would even discuss it. By January 2020, the Village Board was worried that the 2020 spring rains may do more damage and jeopardize the

integrity of the dam. The trustees asked the Village attorney to write a letter to the Congregation to make sure they understood their liability in the matter. The letter went out January 16, 2020.

Some communication has gone back and forth between the parties legal representatives and we are not close to a solution. We are confident the facts indicate the Congregation is responsible for the repairs and we have the Stipulation agreement and other documentation to support our case in court. This includes verification that the spillway is part of the dam.

To enforce compliance with the Stipulation Agreement our next step will be to file the lawsuit that has been drawn up. The Spillway repair expense is probably a minimum of \$35,000 to \$40,000 without legal fees. The case could drag on creating large attorney fees which should be reimbursed according to the Stipulation. We will have to begin the repairs to avoid further damage and then recover our money with the suit. Our attorney says the court system is backed up due to the COVID shut down.

There currently is no support on the Board for the Association to bear the cost of the repairs to the spillway or any other part of the dam. Please know that the Board wants what is in the best interest of all the owners and harbors no ill will toward the Congregation involved in this dispute.

If you have any comments, your trustees email are listed below.

Respectfully,

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