

Elder Lodge, Inc v. South Plainfield

Order: 1) Re-introduction of and adoption of ordinances approved by court 2) possible appointment of master, 3) enjoining defendants from issuing building permits without prior consent of P's.

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CA002660J

JUN 27 1985

JUDGE SERPENTELLI'S CHAM

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SUPERIOR COURT OF NEW JERSEY

URBAN LEAGUE OF GREATER
 NEW BRUNSWICK, et al.,
 Plaintiffs,

CHANCERY DIVISION
 MIDDLESEX COUNTY
 No. C-4122-73

vs.

THE MAYOR AND COUNCIL OF THE
 BOROUGH OF CARTERET, et al.,
 Defendants.

ELDERLODGE, INC., a New Jersey
 Corporation,
 Plaintiff,

LAW DIVISION
 MIDDLESEX COUNTY
 No. 56349-81

vs.

SOUTH PLAINFIELD BOARD OF ADJUSTMENT
 BY ITS MAJORITY MEMBERS (Ronald
 Hepburn, Chairman; Carl Abbruzzese;
 Robert Horne; Carl La Ferrara;
 Cynthia GaNun, First Alternate);
 BOROUGH OF SOUTH PLAINFIELD BY ITS
 MAYOR AND COUNCIL; JOHN GRAF, BUILDING
 INSPECTOR OF THE BOROUGH OF SOUTH
 PLAINFIELD; and PLANNING BOARD OF THE
 BOROUGH OF SOUTH PLAINFIELD,
 Defendants.

ORDER

58-3-85
7-3-85

Urban League plaintiffs having opened this matter to the Court by a motion to hold South Plainfield in contempt and for temporary restraints against any subdivision or site plan approvals, variances or issuance of any building permits with regard to property subject to rezoning for Mount Laurel compliance under this Court's Judgment of May 22, 1984, and against sale by the Borough of specified lots subject to rezoning under the Judgment, and Urban League plaintiffs having filed in support thereof Affidavits of Eric Neisser, Esq. and Barbara Williams, Esq., a Memorandum of Law in Support, and a proposed Order, and having served all parties and affected property owners or contract-purchasers in person on June 21, 1985, and Frank Santoro, Esq., having served and filed on June 24, a Certification In Opposition on behalf of the Borough of South Plainfield, and the Court having heard oral argument in open court on June 24, 1985 from Eric Neisser, Esq., for Urban League plaintiffs, Frank Santoro, Esq., for defendant Borough of South Plainfield, William Lane, Esq., for the South Plainfield Board of Adjustment, and John George, Esq., for Larry Massaro, a contract-purchaser,

It is hereby O R D E R E D this 3 day of ~~June~~ ^{July}, 1985
that:

1. If the South Plainfield Planning Board has already passed upon the final versions of the zoning and affordable housing ordinances required by the Judgment As To South Plainfield, the South Plainfield Borough Council shall reintroduce those

ordinances, if need be, on first reading, no later than Friday, July 5, 1985, and shall adopt the ordinances on second reading no later than Monday, July 22, 1985. If the Planning Board has not yet passed upon the final versions of the ordinances, then the Planning Board shall meet and make its recommendations no later than Friday, July 5, 1985, the Borough Council shall reintroduce the ordinances, if need be, on first reading, no later than Monday, July 15, 1985 and shall adopt the ordinances on second reading no later than Tuesday, July 30, 1985. If the ordinances need not be reintroduced on first reading, then the dates for first reading stated in the preceding sentences shall be the deadlines for final adoption by the Borough Council.

2. Should the Council not take any one of the appropriate actions by the date specified in Paragraph 1 above, the Court, on request of the plaintiffs, will appoint a Master to submit forthwith a proposed compliance plan for South Plainfield for the Court's immediate consideration.

3. Pending further Order of this Court, defendants are enjoined from issuing building permits for any purpose in the Borough of South Plainfield, without the prior consent of the plaintiff, Urban League.

4. Pending further Order of this Court, defendant Borough of South Plainfield is enjoined from making any land sales or consummating any existing land sale contracts.

5. The other relief requested by plaintiffs in their motion is denied without prejudice as premature.


EUGENE D. SERPENTELLI, A.J.S.C.