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Ringwood ML

Second amended complaint in  
lieu of perogative writ

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GREGORY J. CZURA, ESQ., P.A.  
109 Skyline Drive  
Ringwood, New Jersey 07456  
(201) 962-9200  
Attorney for Plaintiffs

COUNTRYSIDE PROPERTIES, INC., : SUPERIOR COURT OF NEW JERSEY  
a New Jersey Corporation, WALLACE : LAW DIVISION: PASSAIC COUNTY/  
AND CZURA LAND CO., a New Jersey : MIDDLESEX COUNTY  
Partnership and BUILDERS ASSOCIA- : (MOUNT LAUREL II LITIGATION)

Plaintiffs,

: Docket No. L 42095-81

: Civil Action

vs.

: SECOND AMENDED COMPLAINT IN  
: LIEU OF PEROGATIVE WRIT

MAYOR AND COUNCIL OF THE BOROUGH :  
OF RINGWOOD, a New Jersey Muni- :  
cipal Corporation, PLANNING BOARD OF :  
THE BOROUGH OF RINGWOOD and :  
COALITION OF CONCERNED HOMEOWNERS :  
OF RINGWOOD, INC., RINGWOOD BOR- :  
OUGH SEWERAGE AUTHORITY, WANAQUE :  
VALLEY REGIONAL SEWERAGE AUTHORITY, :  
PASSAIC COUNTY PLANNING BOARD, :

Defendants.

Plaintiffs, Countryside Properties, Inc. and

Wallace and Czura Land Co., located at 109 Skyline Drive,  
Ringwood, New Jersey, complaining of the defendants, say:

FIRST COUNT

1. Plaintiffs repeat each and every allegation  
of the First Count of the original Complaint numbered 1 through  
7 as if fully set forth herein.

SECOND COUNT

1. Plaintiffs repeat each and every allegation of the Second Count of the original Complaint numbered 1 through 4, as if fully set forth herein, and the allegations of the First Amended Complaint In Lieu of Perogative Writ numbered 1 through 4 of the Second Count of the First Amended Complaint.

THIRD COUNT

1. Plaintiffs repeat each and every allegation of the Third Count of the original Complaint numbered 1 through 6, as if fully sit forth herein.

FOURTH COUNT

1. Plaintiffs repeat each and every allegation contained in the Fourth Count of the original Complaint, as if fully set forth herein, and all of the allegations of the Fourth Count of the First Amended Complaint In Lieu of Perogative Writ numbered 1 through 5, as though more fully set forth herein.

FIFTH COUNT-

1. Plaintiffs repeat each and every allegation of the Fifth Count of the original Complaint and the allegations of the Fifth Count of the First Amended Complaint numbered 1 through 7, as though more fully set forth herein.

2. Plaintiffs repeat each and every ad damnum clause as set forth in the original and First Amended Complaint as though more fully set forth herein.

SPOT COUNT

1. Plaintiffs repeat each and every allegation of the First through Fifth Counts of the original and Amended Complaints as though more fully set forth herein.

2. The defendant, Ringwood Borough Sewerage Authority, is the owner of certain "dry"<sup>11</sup> sewer lines in the Borough of Ringwood. Specifically, the defendant, Ringwood Borough Sewerage Authority, owns dry lines in a subdivision known as "Kensington Wood" and in a subdivision known as "Painted Forest", which subdivisions are located near parcels of land owned by the plaintiffs.

3. The dry lines in "Kensington Wood" and "Painted Forest" are needed by the plaintiffs in order to service the proposed low and moderate income units as well as the market units that have been proposed by the plaintiffs to meet the defendant borough's indigenous need. The plaintiffs have proposed to the defendant, Ringwood Borough Sewerage Authority, on numerous occasions that it wants permission to use these dry lines to service the plaintiff's tracts.

4. The dry lines and the use thereof are an essential component of the infrastructure that is needed by the Plaintiffs to service the proposed housing project that will meet the defendant's indigenous need obligation.

5. The plaintiffs on numerous occasions have asked that the defendant, Ringwood Borough Sewerage Authority, become signatory to a proposed settlement agreement between the plaintiffs and the defendants, Borough of Ringwood and Borough of Ringwood Planning Board, which proposed settlement agreement would meet the defendant Borough of Ringwood<sup>1</sup>'s indigenous need obligation. Despite repeated requests by the plaintiffs to have the defendant, Ringwood Borough Sewerage Authority, join as signatory to that agreement, the defendant, Ringwood Borough Sewerage Authority has refused, declined and neglected to sign said agreement.

6. The Ringwood Borough Sewerage Authority has refused, declined and neglected to consent to the plaintiffs use of the dry lines and other infrastructure that now exist, which dry lines and infrastructure would service the plaintiff's proposed housing project, which housing project would accommodate the Borough of Ringwood<sup>f</sup>'s indigenous need obligation.

WHEREFORE, the plaintiffs demand judgment against the defendant, Ringwood Borough Sewerage Authority, as follows:

(a) Compelling this defendant to allow the plaintiffs to use any and all dry lines and other infrastructure that now exist, within the confines of the Borough of Ringwood in order to service the plaintiff's proposed housing project.

(b) Compelling the defendant to become signatory to and cooperating in any settlement agreement and/or relief granted to these plaintiffs for the creation of any housing units to meet the indigenous need or other obligations for housing of the defendant, Borough of Ringwood.

(c) Compelling the defendant, Borough of Ringwood Sewerage Authority to take every action to assure that the plaintiffs have access to Wanaque Valley Regional Sewerage Authority treatment plant and to take each and every step necessary to assure that the plaintiffs have adequate capacity for the proposed housing project that will accommodate Ringwood's indigenous need and/or other housing obligations as may be set by the Court.

(d) Granting such other relief as the Court may deem just under the circumstances.

#### SEVENTH COUNT

1. Plaintiffs repeat each and every allegation of the First through Sixth Counts of the original Complaint and of the First Amended Complaint as though more fully set forth herein.

2. The defendant, Wanaque Valley Regional Sewerage Authority is owner and operator of a certain treatment plant now under construction in the Borough of Wanaque.

3. The defendant, Wanaque Valley Regional Sewerage Authority, was formed, in part, to service the sewer needs of the defendant, Borough of Ringwood; and the defendant, Ringwood Borough Sewerage Authority is a participating member in the defendant, Wanaque Valley Regional Sewerage Authority. The treatment plant now under construction in the Borough of Wanaque has or can be made to have adequate capacity for the proposed housing project of the plaintiffs, which housing project would serve to meet the defendant, Borough of Ringwood's, indigenous need housing obligation.

4. The defendant, Wanaque Valley Regional Sewerage Authority, has had numerous meetings concerning the construction of a modular addition to the treatment plant now under construction and has discussed the plaintiff's potential hookup to this modular plant. The plaintiffs have offered on numerous occasions their commitment to the defendant, Wanaque Valley Regional Sewerage Authority, to participate in the modular addition to the soon-to-be completed treatment plant. The plaintiffs have repeatedly asked the defendant, Wanaque Valley Regional Sewerage Authority, to commit itself in writing to the construction of this modular addition. This defendant has failed, refused, and neglected to enter into such a commitment.

5. The defendant, Wanaque Valley Regional

Sewerage Authority, is the owner/operator of a treatment plant located in the Borough of Wanaque and known as the Meadowbrook Treatment Plant. This plant has more than adequate capacity to handle the sewerage needs of the proposed housing project of the plaintiffs until such time as the module to the regional plant is constructed.

6. The current users of the Meadowbrook Treatment Plant are about to be hooked up to the regional treatment plant and the defendant, Wanaque Valley Regional Sewerage Authority, is about to abandon the Meadowbrook plant. This plant is not only capable of handling the sewerage needs of plaintiff's proposed project, but it is in such a proximity to the project as to be an economically viable method of handling the plaintiff's sewerage needs either on a permanent or interim basis.

WHEREFORE, plaintiffs demand judgment against this defendant as follows:

(a) Compelling this defendant to authorize the construction of an adequately sized modular treatment plant with adequate capacity to encompass the plaintiff's sewerage needs.

(b) Compelling this defendant to reserve adequate capacity in its proposed modular unit to serve the



plaintiff's sewerage needs.

(c) Compelling this defendant to maintain the Meadowbrook Treatment Plant and to make it available for the plaintiff's use for its sewerage needs for its proposed housing project.

(d) Compelling this defendant to authorize the plaintiffs to hook up to the Meadowbrook treatment Plant and the Wanaque Valley Regional Sewerage Authority Treatment Plant and to compel this defendant to allow the plaintiff to use all of its dry and live lines and other infrastructure as may be needed by the plaintiff to service its proposed housing project.

(e) Granting such other relief as the Court may deem just under the circumstances.

#### EIGHTH COUNT

1. Plaintiffs repeat each and every allegation of the First Count through the Seventh Count of the original Complaint and the First Amended Complaint, as though more fully set forth herein.

2. The defendant, Passaic County Planning Board, has jurisdiction over the county road known as Skyline Drive.

3. Passaic County Planning Board does not have any site plan review ordinance or any other authority to review any development proposal within the confines of Passaic

County.

4. As a matter of course, the defendant, Ringwood Planning Board, routinely routes any development application within the limits of the Borough of Ringwood to Passaic County Planning Board for its review.

5. The defendant, Passaic County Planning Board, routinely approves and denies development applications submitted to it by Passaic County municipalities.

6. The plaintiffs have had prior experience with the defendant, Passaic County Planning Board, and its review processes. Indeed, the plaintiffs are aware that the defendant, Passaic County Planning Board, will for various reasons most likely delay or deny any application by these plaintiffs for a housing project of the magnitude now being proposed by the plaintiffs to meet the defendant, Borough of Ringwood<sup>1</sup>s, housing obligation.

7. The plaintiffs are aware that unless the defendant, Passaic County Planning Board, is made party to this suit and ordered to cooperate in the review process that may be necessary for the approval of the plaintiff's proposed housing project, a delay of significant magnitude or a denial of this plaintiff's housing project will be forthcoming. The plaintiffs believe that this delay or denial will not be in the best interest of the defendant, Borough of Ringwood<sup>1</sup>s,

indigenous poor and such a denial or delay will be in direct contravention of the mandates of "Mount Laurel II".-

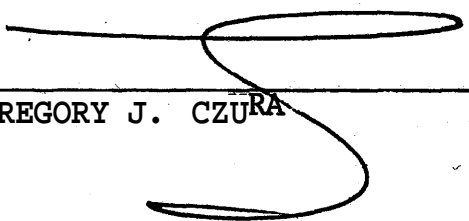
8. Inasmuch as the defendant, Passaic County Planning Board, does not have a development review or site plan review ordinance or any other statutory authority to allow it to participate in the review process of the plaintiff's proposed housing project, these plaintiffs request that this Court enter an Order prohibiting the defendant, Passaic County Planning Board, from participating in the site plan review process for any housing project approved by this Court as a result of this litigation.

WHEREFORE, plaintiffs demand judgment against this defendant as follows:

(a) Prohibiting the defendant from reviewing any development or site plan application of the plaintiffs for any proposed housing project which meets in whole or in part, the defendant, Borough of Ringwood's, housing obligation.

(b) In the alternative, compelling this defendant to fully cooperate with and act expeditiously upon any development or site plan application of the plaintiffs, referred to it by the defendant, Borough of Ringwood Planning Board.

(c) Such other relief as the Court may deem just under the circumstances of this case.

  
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GREGORY J. CZURA

Date: December 30, 1985