

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Delmont Volunteer Fire Department, Inc.

DEFENDANTS

Maurice River Township

(b) County of Residence of First Listed Plaintiff Cumberland County
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Cumberland County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
John Gerard Devlin, Esquire 856-858-1690
216 Haddon Avenue, Suite 103, Westmont, NJ 08108

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Apportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input checked="" type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. 1983

Brief description of cause:
Illegal seizure of property under 42 U.S.C. 1983

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
 DEMAND \$ amount over \$150,000
 CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY none

(See instructions):

JUDGE

DOCKET NUMBER

DATE

5/22/07

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

DELMONT VOLUNTEER FIRE DEPARTMENT, INC.

4507 Delsea Drive,
Delmont, Cumberland County, NJ
08314

PLAINTIFF

DOCKET NO.

JURY TRIAL DEMANDED

vs.

MAURICE RIVER TOWNSHIP

590 Main Street,
P.O. Box 218,
Leesburg, NJ
08327

and

JOHN DOES 1-10,

and

A. B. C. CORPORATIONS 1-10

DEFENDANTS

COMPLAINT

PARTIES AND JURISDICTION

1. This action for declaratory, injunctive, monetary and other appropriate relief is brought by plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, being a private fire company continually doing business and serving the public for a period of time in excess of five (5) decades in Cumberland County, New Jersey, servicing and providing volunteer fire and rescue services to the residents and businesses of Cumberland County (including, but not limited to, the SOUTHERN STATE CORRECTIONAL FACILITY, 4295 Route 47, P.O. Box 150 Delmont, New Jersey 08314), to redress intentional violations by the defendant *MAURICE RIVER*

TOWNSHIP and *JOHN DOES 1-10*, and *A.B.C. CORPORATIONS 1-10*, all of whom were acting under the color of law and as the agents, servants, and/or employees of the defendant *MAURICE RIVER TOWNSHIP* of rights secured to plaintiff by the laws of the United States of America and the statutory and common law of the State of New Jersey.

2. Plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, is a domestic corporation organized and existing under the laws of the State of New Jersey,¹ being a private fire company organized under the laws of the State of New Jersey on May 5, 1954 as memorialized in the records of the Clerk of Cumberland County, New Jersey on May 7, 1954 and doing business and maintaining its principal and sole place of business at 4507 Delsea Drive, Delmont, Cumberland County, NJ, 08314.
3. Defendant, *MAURICE RIVER TOWNSHIP* is a municipal entity, having been incorporated as *MAURICE RIVER TOWNSHIP* and incorporated as one of New Jersey's initial 104 townships by an Act of the New Jersey Legislature on February 21, 1798 under the State of New Jersey Township Law of 1798 (P.L. 1798, p. 289), with a principal place of business conducted at 590 Main Street, P.O. Box 218, Leesburg, NJ 08327.
4. The *MAURICE RIVER TOWNSHIP* operates under the Township Committee form of government.² The governing body consists of three elected officials, with one of its members elected by the committee to serve as the Mayor on an annual basis

¹ See, N.J.S.A. 40:149-4; repealed §§ 40:149-4 to 40:149-9, amended by L.1962, c. 94, § 1, which related to establishment of fire companies, appropriations for supplies, regulation by township committee when no fire department existed, establishment of fire department, contracts with volunteer companies and conveyance of property by township to fire company for fire house, were derived from: P. L.1879, c. 72, §§ 3, 4, pp. 109, 110, amended by P. L.1880, c. 91, § 1(4), p. 117, P.L.1884, c. 207, § 4, p. 317 C.S. pp. 2422, 2423, §§ 382, 383.

² See, <http://www.mauricerivertwp.org/mayorcom.html>; [accessed May 11, 2007].

and another to serve as Deputy Mayor. The committee members are elected to serve three-year terms of office on a staggered basis.

5. Members of the *MAURICE RIVER TOWNSHIP COMMITTEE* are Mayor Ronald D. Riggins (term expires December 31, 2008), Deputy Mayor Andrew Sarclette (2007) and Norman Franckle, Jr. (2009), and Edward Duffy, Solicitor.
6. Defendants, *JOHN DOES 1-10* are individual adults working under the color of law and within the scope of their authority as individuals and, at all times relevant hereto, as the agents, servants, employees, and authorized representatives of *MAURICE RIVER TOWNSHIP*.
7. Defendants, *A. B. C. CORPORATIONS 1-10* are organized entities, corporations, and/or governmental agencies, being incorporated and/or unincorporated business and/or public enterprise(s), all working under the color of law and within the scope of authority as organized entities and, at all time relevant hereto, as the agents, servants, employees, and authorized representatives of *MAURICE RIVER TOWNSHIP*.
8. This Honorable Court possesses subject matter jurisdiction of this action under 28 U.S.C. § 1331, 1343(a).

VENUE

9. All actions complained of herein occurred within the jurisdiction of the Court and involve defendants who reside within its jurisdictional limits.
10. Venue is accordingly invoked pursuant to the dictates of 28 U.S.C. §§1391(b) and 1391(c).

FACTUAL ALLEGATIONS

11. Every act set forth in this complaint was done by the defendants or its/their agents, servants, municipal officers, and/or employees, both individually and severally, under the color and pretense of the statutes, ordinances, regulations, customs, and usages of the State of New Jersey.
12. Plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, is a private corporation, organized under the laws of the State of New Jersey, is not a municipal corporation, and is not a state or governmental entity. The business and purpose of the *DELMONT VOLUNTEER FIRE COMPANY, INC.*, is that of a private fire department, operating as such in Cumberland County since its inception and pursuant to the National Fire Incident Reporting System (NFIRS).³
13. The services provided by the *DELMONT VOLUNTEER FIRE COMPANY, INC.*, as volunteer firemen benefit the community and are directly related to public safety and welfare, which is an elementary function of government. *New Jersey Mortgage Finance Agency v. McCrane*, 56 N.J. 414, 420 (1970); *Smith v. Board of Chosen Freeholders of Bergen Cty.*, 139 N.J.Super. 229, 238 (Law Div.1976), *aff'd o.b.*, 146 N.J.Super. 45, (App.Div.), *certif. denied*, 74 N.J. 266, (1977).

³ The FEDERAL FIRE PREVENTION AND CONTROL ACT OF 1974, 15 U.S.C.A. § 2201, authorized the NATIONAL FIRE DATA CENTER in the United States Fire Administration (USFA) to gather and analyze information on the frequency, causes, spread, and extinguishment of fires; on the number, nature and causes of injuries and deaths resulting from fires and on property loss. The NATIONAL FIRE INFORMATION COUNCIL (NFIC) was organized to promote and manage the data collection effort through a cooperative agreement with the USFA. The NFIC is made up of representatives of participating states and metropolitan cities as well as individuals and organizations who support the NFIRS. In New Jersey, the Division of Fire Safety in the Department of Community Affairs has the responsibility for coordinating the data collection effort and is the representative to the NFIC. At all times relevant herein, Plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, is a reporting fire entity to the NFIC. See, <http://www.state.nj.us/dca/dfs/fireinnj2005and2005.pdf>; [accessed May 11,2007]

14. At all times relevant hereto, *MAURICE RIVER TOWNSHIP* operated no paid fire department. *MAURICE RIVER TOWNSHIP* depends for its fire protection upon volunteer fire companies, including the *DELMONT VOLUNTEER FIRE COMPANY, INC.*

STATUTORY SCHEME CONTROLLING AND GOVERNING FIRE MUNICIPALITIES

15. Under the statutory scheme controlling and governing fire municipalities (N.J.S.A: 40A:14-7, *et seq.*), New Jersey municipalities may have three separate fire-fighting forces: (1) volunteer companies, (2) paid municipal fire departments, and/or (3) fire districts with paid personnel.

16. Under N.J.S.A. 40A:14-41, a municipality may not convert a volunteer force into a paid department without voter approval; nothing prevents the creation of a paid municipal department which operates side-by-side with a volunteer company.

17. When fire districts are created, volunteer companies in the district, as in the case of *MAURICE RIVER TOWNSHIP*, remain intact. The paid positions which fire commissioners are now entitled to create by virtue of N.J.S.A 40A:14-81.1 are district positions. The fire commissioners may not create paid positions within the volunteer companies, a distinction recognized in N.J.S.A.40A:14-81.4, which refers to reimbursement of "employees of a fire district and ... volunteer firemen having membership in a volunteer fire company."

18. At all times relevant hereto, defendant, *MAURICE RIVER TOWNSHIP*, never obtained voter approval to convert the *DELMONT VOLUNTEER FIRE COMPANY, INC.* from a volunteer force into a municipal owner and paid fire department pursuant to N.J.S.A. 40A:14-41.

THE RELATIONSHIP OF THE PARTIES

19. On April 21, 1977, the defendant, *MAURICE RIVER TOWNSHIP*, by a written agreement leased to the plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, the premises known 4507 Delsea Drive, in the vicinage of Delmont of in the County of Cumberland and State of New Jersey, for a term of 99 years, commencing April 21, 1977 which premises are further described as: Block 82, Lot 96 on the Tax Map of Maurice River Township containing 2.28 acres of land, more or less. A copy of the aforementioned lease,⁴ hereinafter referred to as “the lease,” is attached, marked Exhibit “A” and is incorporated herein by reference.
20. Pursuant to the leasehold agreement dated April 21, 1977, the *DELMONT VOLUNTEER FIRE COMPANY, INC.* leased certain realty from *MAURICE RIVER TOWNSHIP*; and plaintiff constructed a fire hall and other support facilities upon the property so leased, with the cost of the construction and all supplemental costs having been borne by the plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*
21. The firehouse constructed, occupied, and owned by the *DELMONT VOLUNTEER FIRE COMPANY, INC.*, for its use by the plaintiff, being a volunteer fire company, and its tenant, being the United States Postal Service, with which township contracted on annual basis for services, was a private purpose for which *MAURICE RIVER TOWNSHIP* had no right to seize the property. *Willingboro Tp. v. Mobil Oil Corp.*, 159 N.J.Super. 593 (A.D.1978), *cert. denied* 78 N.J. 401 (1979).
22. At all times herein and pursuant to the lease, the plaintiff was, and still is, the owner and lessee and in possession of real property located at 4507 Delsea Drive, in the vicinage of Delmont of in the County of Cumberland and State of New

⁴ See, attached Exhibit “A”, being a true and correct copy of the leasehold agreement dated April 21, 1977.

Jersey, which premises plaintiff used and occupied as a firehouse, and as a storehouse of all its firefighting and rescue equipment, goods and furnishings, furniture, fixtures, motor vehicles, firefighter's turnout gear, footwear, helmets, communications equipment, wearing apparel, and other personal property more fully described below at ¶ 26 herein and all contained in and appurtenant to the dwelling building being located at 4507 Delsea Drive Delmont, Cumberland County, NJ, 08314.

THE UNLAWFUL SEIZURE AND CONVERSION OF PROPERTY BY THE MUNICIPAL DEFENDANTS

23. On April 21, 2007 and continuing to this date, defendants, *MAURICE RIVER TOWNSHIP*, by and through its authorized agents, servants and/or employees and independent contractors, including *JOHN DOES 1-10* and *A.B.C. CORPORATIONS 1-10* and its assistants and Solicitor, without the consent and against the will of plaintiff and under the color of law, entered the firehouse and changed the locks to the building, directed the sub-tenant of the building (being the United States Postal Service) to divert payment of the rental payments away from the plaintiff as a sub-landlord, injured and defaced the doors and walls of the structure, and took and carried away various articles of firefighting equipment, some of which were purchased with federal grants awarded to the plaintiff,⁵ and articles of

⁵ See, CATALOG OF FEDERAL DOMESTIC ASSISTANCE PROGRAMS, NUMBER 83.554: *ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM*, where plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, was awarded the monetary sum of \$99,954.00, for fiscal year 2005-6; see also, http://www.fedspending.org/faads/faads.php?reptype=r&detail=-1&datatype=T&sortby=t&recipient_cd=NJ02&database=faads&recip_id=226677&fiscal_year=2005&record_num=f500; [accessed May 17, 2007].

personal property and converted the same articles and real property for defendants' own unauthorized possession and use.

24. On April 21, 2007 and continuing to this date defendants, *MAURICE RIVER TOWNSHIP*, by and through its authorized agents, servants and/or employees and independent contractors, including *JOHN DOES 1-10* and *A.B.C. CORPORATIONS 1-10* and its assistants and Solicitor, without the consent and against the will of plaintiff and under the color of law, seized control of the premises of the plaintiff, unlawfully took from plaintiff's possession, carried away the below-described personal property, and unlawfully detained the above-described personal property from plaintiff.

25. On or about April 21, 2007 and without the consent and against the will of plaintiff, defendant *MAURICE RIVER TOWNSHIP* unlawfully and in violation of the constitutionally protected rights of the plaintiff, seized the real and personal property of the plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, by and without authorization, consent or legal authority changing the locks on the firehouse of the plaintiff, detaining and converting the contents of the firehouse, and seizing the proceeds of monetary rental payments owed to the plaintiff by the UNITED STATES POSTAL SERVICE, being a paying tenant of the plaintiff at its firehouse at 4507 Delsea Drive, Delmont, Cumberland County, NJ, 08314.

26. On April 21, 2007 and continuing to the date of the filing of this Complaint, and without the consent and against the will of plaintiff and under the color of law and without any prior notice, due process, and/or order of a court of competent jurisdiction, defendants, *MAURICE RIVER TOWNSHIP*, both individually and in

concert with other state actor--including, but not limited to, defendants, *JOHN DOES 1-10* and defendants, *A. B. C. CORPORATIONS 1-10*, seized the real and personal property of the *DELMONT VOLUNTEER FIRE COMPANY, INC.*, including, among other things, changing the locks of the firehouse building at 4507 Delsea Drive, Delmont, Cumberland County, NJ, 08314, unlawfully and illegally diverting the mail of the *DELMONT VOLUNTEER FIRE COMPANY, INC.*, seizing and otherwise confiscating the property of the *DELMONT VOLUNTEER FIRE COMPANY, INC.*, all of which occurred in violation of the civil rights of the *DELMONT VOLUNTEER FIRE COMPANY, INC.*, and its individual members, officers and volunteers, as memorialized at 42 U.S.C. §1983, guaranteed by the Constitutions of the United States and the State of New Jersey, N.J. CONST., ART. I, II 3, 4, and 7, and seizing and unlawfully asserting exclusive control and dominion over the following items of real and personal property of the plaintiff, being collectively valued for the sum of in excess of \$1,000,000.00, as more fully set forth below:

a. ***2401 EQUIPMENT***

- Maxon Radio w I Handheld Mike
- Siren kit - Model 3692
- 2004 Emergency Response Guidebook
- Fire Field Operations Guide
- Rubber Gloves
- Portable Radio with mounted charger
- Incident Command Board
- Incident Command Tag for Truck
- Box of 30 minute flares
- 4 Flashlight mounts
- 2 Mounted Rechargeable Stream light Orange Flashlights Serial # 547762
- Serial #551091
- Fire Extinguisher — Handheld

- 2 Mounted Scott Pack Full Kits — With 45 Minute Packs
- Orion Multigas Detector — Serial# A8-2475 I -D04 BC#9 141
- Bullard Thermal Camera with Case — Serial# TI1-2588
- 2 Fire Axes — 1 Pick
- 1 Flathead
- 1 Pike Pole—4'
- Step Box 1 — Yellow hose — 1.5"
- Speedlay 1 — 1.5" hose - 200 foot
- Speedlay 2— 1.5" hose - 200 foot
- Cabinet 1— Hose Fittings
- 2.5 Straight bore tip nozzle
- 2.5" 70-250 GPM nozzle
- Gated Y 4" — 2.5"
- Strainer
- Reducer
- Reducer — Standard 3.5 to 3.5 Storz
- 4" Suction intake to Storz
- 2.5 to 1.5 Gated Y
- 6" to 4.5"
- 6" Hard suction intake — 3.5"
- Reducer 6"-5"
- Double male 3.5"
- Double female 2.5"
- Reducer 3.5-2.5"
- Double male 2.5"
- Reducer 2.5-1.5"
- Double male 2.5"
- Double female 2.5"
- Double male 3.5"
- Double female 3.5"
- Reducer— 5-4.5"
- Draft Strainer — Portable Tank
- Reducer 4-3.5"
- Flare Bottle
- 3.5 Male — 2.5 Female Reducer
- 2.5 Double female
- Double female 4"
- Rubber mallet Cabinet 2— 2 spools 25' extension cord
- 2 spools 100' extension cord
- 1 spool 150' of 220 gauge extension cord and outlet kit
- 2 Portable flood lights
- 2 Bolt cutters — 1 large, 1 small
- Decon Bag — Complete Kit
- 1 Haligan Tool
- 2 Rakes
- 1 brush rake

- 1 regular cleanup rake
- 1 Axe
- Draft Hose — Flexible hard suction
- 1 — 10' Pike Pole
- Cabinet 3 — Gas can
- 1 spool of 5" hose
- Pro pack foam system
- 5 gallon drum of foam - National
- 3 Chimney Flares
- 1 spool of 2.5" hose
- Trash Rake
- Hose wrench set — 3 pieces
- 700' OF 5" HOSE
- 1200' OF 2.5 HOSE
- 30' Aluminum ladder
- 14' Roof ladder
- 10' Folding ladder
- Drafting hose — Flexible hard suction
- Cabinet 4— Honda Generator — Model EM3500s 3500 Watt, Gas
- Quartz light power box
- Cabinet 5 — Exhaust fan — Positive pressure ventilation fan
- 4 Spare Scott Bottles —45 minutes each
- Step Box 2— Blue hose— 1.5"
- Front Bumper Box — 100" of 1.5" red hose with nozzle
- Nozzle — 400 GPM — SM-b-F

b. 2403 EQUIPMENT

- Emergency Light System
- Speaker — Realistic
- Rechargeable light box — Flashlight charger
- Scott Pack Bracket
- Incident Command Truck Tag
- Siren — Federal Interceptor Serial# 2E-45006
- 2004 Emergency Response Guidebook
- Fire Field Operations Guide
- Hose Rack 1-
- 1.5" red hose —200'
- Hose Rack 2-
- 1.5" red hose — 200'
- Booster reel with Nozzle
- Hard Suction Hose
- Fitting Wrenches
- Hydrant
- Spanners Compartment 1-
- Miscellaneous fittings

- Nozzles
- Rubber Mallet
- 2.5— 1.5 gated Y
- Rechargeable Flashlights with Chargers Mounted — Serial # 547763
- Serial # 568007
- 4 Scott pack sets complete, Bags Hanging On Truck
- Pry bar
- Axe - Flathead
- Fire Extinguisher — Carbon Dioxide
- Compartment 2-
- 4 spools of 2.5” red hose — 100’
- 1 spool of 2.5” white hose — 200’
- Large bolt cutters
- Shovel
- Rakes
- Chock blocks
- 8 chimney flares
- 2403 EQUIPMENT LIST
- 2 Fitting wrenches
- Compartment 3— 2 spools of 1.5” red hose
- Compartment 4— 4 Spare Scott bottles —45 minutes each
- 1200 OF 51N HOSE
- 600 OF 2.5 iN HOSE
- 350 OF 1.5 iN HOSE
- Fire Extinguisher — Dry Chemical
- Axe — Pick Head
- Aluminum Ladder — 24’
- Aluminum Ladder — 10’ folding
- Roof Ladder— 12’
- 12’ Pike Pole
- Compartment 5— Halogen Tool
- Crowbar
- Gas container Compartment 6— Generator — Onan Emerald 1 Genset — Serial # A860-79469 1
- 2 500 Watt Telescoping Floodlights
- 2 Spotlights on Back Corners of Truck
- 2 Spotlights on Front Passenger Compartment of Truck
- Float Draft
- 2.5 gal. Water Extinguisher
- Broom
- Rake
- Shovel
- 2.5” NOZZ.
- 2- 1 5” NOZZ
- 16” CHAIN SAW

c. ***Fire Chief Squad Car;***

- d. *Two Fire Pumper Trucks;*
- e. *Fire Truck Hook & Ladder;*
- f. *Contents of the Fire House, including, but not limited to. Turnout gear, firefighter helmet, gloves, and footwear;*
- g. *Other items of fire equipment contained within the Fire House, to which entry has been barred to the Plaintiff to permit a full and complete accounting of personal property;*
- h. *The fire house, being located at 4507 Delsea Drive, Delmont, Cumberland County, NJ 08314.*

COUNT I

42 U.S.C. § 1983

27. The plaintiff incorporates paragraphs 1 through 26, above by reference herein as though fully set out in full.
28. This action arises under the Fourth and Fourteenth Amendments to the United States Constitution and more particularly under 42 U.S.C. § 1983.
29. Each and every act alleged was done to the person⁶ of the plaintiff by the defendants both individually and severally in concert with each other and under

⁶ It is settled that a corporation is a "person" within the meaning of both Title 42, United States Code, Section 1983 and Title 28, United States Code, Section 1343 and hence, that it is entitled to sue under the provisions of said statutes for the protection of its rights under the Constitution and Laws of the United States. *McCoy v. Providence Journal Co.*, 190 F.2d 760 (1 Cir. 1951); *Toa Baja Development Corporation v. Garcia-Santiago*, 312 F.Supp. 899 (D.C.P.R.1970); *Inmobiliaria Borinquen, Inc. v. Garcia-Santiago*, 295 F.Supp. 203 (D.C.P.R. 1969). As the First Circuit has observed, "[c]orporations are persons whose rights are protected by 42 U.S.C. § 1983." *Des Vergnes v. Seekonk Water Dist.*, 601 F.2d 9, 16 (1st Cir.1979). "They are also persons who, under the Fourteenth Amendment, have a constitutional right to the equal protection of the laws." *Id.* "That [plaintiff] is a corporation has no bearing on its standing to assert violations of the first and fourteenth amendments under 42 U.S.C. § 1983." *Advocates for the Arts v. Thomson*, 532 F.2d 792, 794 (1st Cir.1976); *see also First Nat'l Bank v. Bellotti*, 435 U.S. 765, 780 n. 15, 98 S.Ct. 1407, 55 L.Ed.2d 707 (1978) (recognizing that corporations are persons within the meaning of the Fourteenth Amendment). *Cf. Cal. Diversified Promotions, Inc. v. Musick*, 505 F.2d 278, 283 (9th Cir.1974) (holding that corporations can bring § 1983 actions to vindicate their due process rights).

the color of the statutes, ordinances, regulations, customs, and usages of the State of New Jersey, and the rules, policies, and direction of *MAURICE RIVER TOWNSHIP* because the defendant, *MAURICE RIVER TOWNSHIP*, and its agents, servants and/or employees were clothed with both actual and apparent authority by the governing body of *MAURICE RIVER TOWNSHIP*.

30. As a direct and proximate cause of the wrongful acts of the defendants and without the consent and against the will of plaintiff, the plaintiff and its members, officers and volunteers suffered extreme indignities, humiliation, severe emotional distress, mental anguish, loss of liberty, loss of standing in the community, and have been held up to ridicule before their peers, and have lost statutory right to Federal and State financial grants⁷ paid and/or payable to the plaintiff, free and clear of the above deprivations.

31. As a direct and proximate cause of the wrongful acts of the defendants, the plaintiff and its members, officers and volunteers suffered and experienced the unlawful deprivation of rights of assembly, freedom of speech by hindering the right of assembly, and the deprivation, conversion and trover of its business, real and personal chattels by the defendants, under the color of law.

32. The actions of the defendant *MAURICE RIVER TOWNSHIP* impeded and hindered the course of justice with the intent to deny the plaintiff the equal protection of the laws.

⁷ See, FEDERAL FIRE PROTECTION AND CONTROL ACT OF 1974, 15 U.S.C. 2229, 2229a; see also, Notices, 72 Fed.Reg. 13289-96 (3-16-07). The 2007 Application Period for the Assistance to Firefighters Grant (AFG), being grants of the National Preparedness Directorate in the Federal Emergency Management Agency, closed on May 4, 2007-- during the period of time defendants had seized the premises of plaintiff and prevented the plaintiff from applying for Federal grants.

33. The actions of the defendant and its agents servants and employees, all of whom were acting in concert and under the color of apparent and implied authority of the defendant, *MAURICE RIVER TOWNSHIP*, jointly and severally, constituted outrageous conduct and were conducted with a reckless indifference to the interests of the plaintiff, thus entitling the plaintiff to an award of exemplary and punitive damages.
34. The defendant *MAURICE RIVER TOWNSHIP* authorized the seizure of files, papers containing business records, insurance and billing records, message books, and appointment books of the plaintiff.
35. The actions and/or omissions of defendant *MAURICE RIVER TOWNSHIP* in seizing the real and personal property of plaintiff were conducted without the consent and against the will of plaintiff and in violation of federal and state constitutional, statutory, and regulatory provisions.
36. Plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, contends the taking of its real and personal property by defendant *MAURICE RIVER TOWNSHIP* constituted an unlawful exercise of the power of eminent domain by the defendant for a private purpose and, as such, was prohibited.
37. The actions and/or omissions of defendant *MAURICE RIVER TOWNSHIP* in seizing the real and personal property of plaintiff was executed and property was seized without any consent of the plaintiff. All of the plaintiff's available books and records were seized.
38. The seized material is now being held by the defendant *MAURICE RIVER TOWNSHIP* and its agents and assistants.

39. The defendant, *MAURICE RIVER TOWNSHIP*, by and through its authorized agents, servants and/or employees and independent contractors, including *JOHN DOES I-10* and *A.B.C. CORPORATIONS I-10* and its assistants and Solicitor, has been advised that the seizure was made in violation of State and Federal law.
40. Demand has been made to return the property and documents illegally seized.
41. Defendant, *MAURICE RIVER TOWNSHIP*, has failed and refused to return any of these documents.
42. The continued retention of the documents is illegal, and constitutes the seizure and deprivation of the plaintiff's property without due process of law.
43. Plaintiff is entitled to an injunction compelling the return of the seized property.
44. As a result of the retention of the property that was illegally seized, the plaintiff has been caused to suffer and sustain injury in that the records necessary for the continuation of the plaintiff's business are not available, thus precluding the plaintiff from applying for Federal grants, including grants previously awarded⁸ to the plaintiff and administered by The National Preparedness Directorate in the Federal Emergency Management Agency, which administers the grants in cooperation with the U.S. Fire Administration and derived from the Federal Fire Protection and Control Act of 1974 (15 U.S.C. §§ 2229 *et seq.*), as amended.
45. As a result of the acts alleged in this complaint, the plaintiff is entitled to compensatory and consequential damages in a sum in excess of \$100,000.00, as well as costs of litigation, attorneys fees, and detention damages.
46. The action of the defendant in illegally seizing and retaining plaintiff's property was of such a willful and malicious act and of such an outrageous nature as to

⁸ See, footnote 5.

demonstrate intentional, willful, wanton or reckless conduct on the part of the defendants, all of whom were acting under the color of law at all times relevant herein.

47. As a result, the plaintiff is entitled to punitive and exemplary damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, respectfully requests that this Honorable Court:

- (a) Enter a declaratory judgment that defendants' acts, policies, practices and procedures complained of herein have violated and continue to violate the rights of plaintiff as secured to it by federal and state legislative enactments;
- (b) Award to plaintiff past and future damages for loss of income, growth opportunities and all benefits denied it due to the improper and unlawful actions of defendants;
- (c) Award to plaintiff compensatory damages in an amount to be determined by the trier of fact as sufficient to compensate plaintiff for the injuries described in this complaint;
- (d) Award to plaintiff punitive or exemplary damages in an amount determined by the trier of fact to be sufficient to punish and deter each defendant against whom these damages are awarded;
- (e) Grant to plaintiff costs, disbursements and reasonable attorneys' fees;
- (f) Award to plaintiff all other relief that is just and proper;
- (g) Grant to plaintiff liquidated damages as allowed pursuant to Title VII; and

(h) Grant to Plaintiff such additional relief as the Court deems just and proper under the circumstances.

COUNT II

**RESERVED FOR NEGLIGENCE
(UNTIL 6 MONTHS AFTER PRESENTMENT, PURSUANT TO N.J.S.A. 59:8-8)**

48. The plaintiff incorporates by reference herein as though fully set out in full, paragraphs I through 47 of the Complaint.
49. Notice of the claim of the plaintiff for Negligence has been transmitted to defendant, *MAURICE RIVER TOWNSHIP*, in accordance with the notification requirements of N.J.S.A.59:8-3, CLAIMS FOR DAMAGES AGAINST PUBLIC ENTITIES.⁹
50. The defendant *MAURICE RIVER TOWNSHIP* owed a duty to the plaintiff to refrain from conducting unreasonable search and seizure of the real and personal property of the plaintiff and others similarly situated, and from violating its rights as a private corporation.
51. In violation of that duty, the defendant, *MAURICE RIVER TOWNSHIP*, by and through its authorized agents, servants and/or employees and independent contractors, including *JOHN DOES 1-10* and *A.B.C. CORPORATIONS 1-10* and its assistants and Solicitor did, without the consent and against the will of plaintiff and with gross negligence, deliberate indifference, willfulness, wantonness and maliciousness and intention, act or fail to act, in the following manner, as more fully set forth herein, and in the following named particulars, among other things:
- a. By unlawfully converting the real and personal property of the plaintiff;

⁹ See, attached Exhibit "B". being the requisite NOTIFICATION OF CLAIM AGAINST LOCAL MUNICIPALITY ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 59:8-4

- b. By causing property damage to the plaintiff by and through official governmental conduct, such as the raids and seizure of the real and personal property of the plaintiff and its members, officials, and volunteers, all of which actions and/or omissions were undertaken for the sole and exclusive benefit of the defendant *MAURICE RIVER TOWNSHIP*, and not the property owner's benefit;
- c. By failing to conduct a due diligent inquiry and/or investigation prior to seizing and converting the real and personal property of the plaintiff;
- d. By negligently and unlawfully using a pretext to convert the real and personal property of the plaintiff and willfully, negligently and purposefully depriving the plaintiff to its right to possession and enjoyment of property;
- e. By negligently and in a grossly negligent and/or intentional manner aiding, instigating, and assisting the unlawful seizure of the real and personal property of the plaintiff;
- f. By negligently and in a grossly negligent and/or intentional manner abridging the privileges or immunities of the plaintiff as a citizens of the United States;
- g. By negligently and in a grossly negligent and/or intentional manner depriving the plaintiff of property without due process of law;
- h. By negligently and in a grossly negligent and/or intentional manner denying the plaintiff the equal protection of the laws in violation of the fourteenth amendment of the federal Constitution; and

- i. By negligently and in a grossly negligent and/or intentional manner impairing the natural and inalienable rights of the plaintiff in acquiring, possessing, and protecting property;
- j. By negligently and in a grossly negligent and/or intentional manner taking the property of the plaintiff for public use without just compensation in violation of paragraphs 1 and 16 of article 1 of the CONSTITUTION OF NEW JERSEY.

52. As a direct and proximate cause of the wrongful acts of the defendants, both individually and severally and each and every one of them acting under the color of law and in violation of the rights of the plaintiff and its members, officers, and volunteers, the *DELMONT VOLUNTEER FIRE COMPANY, INC.* suffered extreme indignities and humiliation, loss of liberty, loss of standing in the community, and has been held up to ridicule before its peers, and has lost its statutory and regulatory rights to Federal and State grants, free and clear of the above descriptions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, respectfully requests that this Honorable Court:

- a. Award to plaintiff past and future damages for loss of income, growth opportunities and all benefits denied it due to the improper and unlawful actions of defendants;

- b. Award to plaintiff compensatory damages in an amount to be determined by the trier of fact as sufficient to compensate plaintiff for the injuries described in this complaint;
- c. Award to plaintiff punitive or exemplary damages in an amount determined by the trier of fact to be sufficient to punish and deter each defendant against whom these damages are awarded;
- d. Grant to plaintiff costs, disbursements and reasonable attorneys' fees;
- e. Award to plaintiff all other relief that is just and proper; and
- f. Grant to Plaintiff such additional relief as the Court deems just and proper under the circumstances.

COUNT III

CONVERSION AND TROVER

53. The plaintiff incorporates paragraphs 1 through 52, above by reference herein as though fully set out in full.
54. On April 21, 2007 and continuing to this date, plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, was the owner and in possession of the aforementioned real and personal property more fully described above at ¶ 26. Such real and personal property had the reasonable value of in excess of \$1,000,000.00.
55. At all times herein, plaintiff was, and still is, the owner and in possession of real property located at 4507 Delsea Drive, in the vicinage of Delmont of in the County of Cumberland and State of New Jersey, which premises plaintiff used and occupied as a firehouse, and of certain goods and furnishings, furniture, fixtures, motor vehicles, firefighter's wearing apparel, and other personal property

contained in and appurtenant to the dwelling, located at 4507 Delsea Drive Delmont, Cumberland County, NJ, 08314.

56. On April 21, 2007 and continuing to this date, defendants, *MAURICE RIVER TOWNSHIP*, by and through its authorized agents, servants and/or employees and independent contractors, including *JOHN DOES 1-10* and *A.B.C. CORPORATIONS 1-10* and its assistants and Solicitor, without the consent and against the will of plaintiff, entered the firehouse and changed the locks to the building, directed the tenant of the building (being the United States Postal Service) to divert payment of the rental payments from the plaintiff, injured and defaced the doors and walls of the dwelling, and took and carried away various articles of firefighting equipment and articles of personal property and converted the same articles and real property for defendants' own use.

57. On April 21, 2007 and continuing to this date, defendants, *MAURICE RIVER TOWNSHIP*, by and through its authorized agents, servants and/or employees and independent contractors, including *JOHN DOES 1-10* and *A.B.C. CORPORATIONS 1-10* and its assistants and Solicitor, without the consent and against the will of plaintiff unlawfully took from plaintiff's possession, and carried away, the above-described personal property and still unlawfully detain the above-described personal property from plaintiff.

PRAYER FOR RELIEF

58. By reason of the unlawful taking and detention of the property, plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, has sustained the following damages, based upon the facts currently known to be and subject to amendment and supplement, inasmuch as plaintiff is suffering unlawful distraint from its property and, as such, avers damages as follows:

- a. An amount of monetary damages believed to be in excess of the sum of \$800,000.00, which is the fair market value of the leasehold, the real property, and the buildings constructed thereon by the plaintiff, pursuant to the 99 year leasehold agreement, which is attached hereto and marked as Exhibit "A";
- b. An amount of monetary damages believed to be in excess of the sum of \$1,600,000.00 which is the fair use value of the described firehouse and appurtenance, or the amount reasonably expected to be expended by plaintiff for a substitute for the described aforementioned premises during the period of its detention by defendant; and
- c. An amount of monetary damages believed to be in excess of the sum of \$200,000.00 being the amount, expended or expected to be expended by, plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, in regaining or in effort to regain possession of personal its real and property.

WHEREFORE, plaintiff demands judgment against defendants for damages, interest and costs for an amount of money equal to the value of the property seized by

the defendant, along with detention damages, attorneys fees, costs of litigation, punitive damages, and such other and further relief as the court may deem proper.

COUNT IV

BREACH OF CONTRACT

59. The plaintiff incorporates paragraphs 1 through 58 above by reference herein, as though fully set out in full.

60. On April 21, 1977, the defendant, *MAURICE RIVER TOWNSHIP*, by a written agreement leased to the plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, the premises known 4507 Delsea Drive, in the vicinage of Delmont of in the County of Cumberland and State of New Jersey, for a term of 99 years, commencing April 21, 1977 which premises are further described as being Block 82, Lot 96 on the Tax Map of Maurice River Township and containing 2.28 acres of land, more or less. A copy of the aforementioned lease, hereinafter referred to as “the lease,” is attached, marked Exhibit “A” and is incorporated herein by reference.

61. The plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, has performed, in the time and in the manner required under the lease, all of Plaintiff's obligations accrued as of the date of the filing of this complaint.

62. The defendant, *MAURICE RIVER TOWNSHIP*, refused and failed to return possession of the premises to the Plaintiff and still refuses to do so.

63. On April 21, 2007 and continuing to this date while the lease was in full force and effect, and while the Plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, legally possessed the leased premises as tenant, the defendants, *MAURICE RIVER TOWNSHIP*, by and through its authorized agents, servants and/or employees and

independent contractors, including *JOHN DOES 1-10* and *A.B.C. CORPORATIONS 1-10* and its assistants and Solicitor, without the Plaintiff's consent and in spite of the protests of the Plaintiff, entered upon the leased premises and assumed control over the premises and the contents therein as more fully described at ¶ 26 of the Complaint, directed and converted the rents payable to the plaintiff to their own purposes, control, and use, and made changed the locks of the firehouse, thus barring the occupancy of the premises from the authorized use of the plaintiff.

64. The entry and the making of the alterations constituted a breach of the leasehold agreement and served as an unauthorized trespass by the defendants, *MAURICE RIVER TOWNSHIP*, by and through its authorized agents, servants and/or employees and independent contractors, including *JOHN DOES 1-10* and *A.B.C. CORPORATIONS 1-10* and its assistants and Solicitor, both individually and severally and under the color of law, without the Plaintiff's consent on the leased premises and interfered with the rights of the Plaintiff under the lease to the sole possession and quiet enjoyment of the premises.

65. The entry and the making of the alterations also caused dust, debris, and building materials to be scattered on and about the Plaintiff's personal property in use at the leased premises, all to the damage of the Plaintiff.

66. The entry and the making of the alterations were made without consent of the plaintiff and in spite of the protests of the Plaintiff

PRAYER FOR RELIEF

67. As a result of the Defendant's trespass and unauthorized alteration, the Plaintiff has suffered the following damages, based upon the facts currently known to be

and subject to amendment and supplement inasmuch as plaintiff is suffering unlawful distraint from its property and, as such, avers damages as follows:

- a. An amount of monetary damages believed to be in excess of the sum of \$800,000.00, which is the fair market value of the leasehold, the property and the buildings constructed thereon by the plaintiff, pursuant to the 99 year leasehold agreement, which is attached hereto and marked as Exhibit "A";
- b. An amount of monetary damages believed to be in excess of the sum of \$1,600,000.00 which is the fair use value of the described firehouse and appurtenances, or the amount reasonably expected to be expended by plaintiff for a substitute for the described aforementioned premises during the period of its detention by defendant; and
- c. An amount of monetary damages believed to be in excess of the sum of \$200,000.00 being the amount, expended or expected to be expended by , plaintiff, *DELMONT VOLUNTEER FIRE COMPANY, INC.*, in regaining or in effort to regain possession of personal its real and property.

WHEREFORE, plaintiff demands judgment against defendants for damages, interest and costs for an amount of money equal to the value of the property seized by the defendant, along with detention damages, attorneys fees, costs of litigation, punitive damages, and such other and further relief as the court may deem proper.

Respectfully submitted,

DEVLIN & ASSOCIATES, P.C.

BY: 

John Gerard Devlin, Esquire
Attorney for Plaintiff, DELMONT VOLUNTEER FIRE COMPANY, INC.,
216 Haddon Avenue, Suite 103
Westmont, NJ 08108

Monday, May 22, 2007

FILED: Electronically via PACER

May 22, 2007

Exhibit A

<p>GRONIKSKI, DITRANO & BRONKSH ATTORNEYS AT LAW MILWAUKEE, WISCONSIN 53203</p>
<p>Date: 1977</p>
<p>DELMONT VOLUNTEER FIRE - and - MAURICE RIVER TOWNSHIP - between -</p>
<p>LEASE AGREEMENT</p>

THIS LEASE, made this 21st day of April, 1977, between MAURICE RIVER TOWNSHIP and DELMONT VOLUNTEER FIRE COMPANY:

WHEREAS, the Township of Maurice River is the owner of certain lands in Delmont, New Jersey known as Block 82, Lot 96 on the Tax Map of Maurice River Township containing 2.28 acres of land more or less; and

WHEREAS, the Delmont Volunteer Fire Company through its officers does desire to lease the said lands from the said Township of Maurice River for use as a site for a new fire hall and support facilities; and

WHEREAS, it is to the advantage of the parties to provide facilities for fire protection for the Delmont area for the health and safety of the residents of the Township;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Township of Maurice River, through its Township Committee, does hereby lease and rent to the Delmont Volunteer Fire Company for the use of the fire company as a site for its proposed new fire hall and other contemplated support facilities the lands known as Block 82, Lot 96 on the Tax Map of Maurice River Township containing 2.28 acres of land more or less for the term of 99 years and for the rental of One Dollar (\$1.00) per year WITH THE OPTION TO RENEW FOR 99 YEARS.

2. The Delmont Volunteer Fire Company shall be obligated to proceed to construct its proposed new fire hall and other contemplated support facilities on the property so leased. The cost of the construction and any supplemental costs shall be born exclusively by the fire company. If the fire company is unable to proceed as planned to build a new fire hall and other facilities,

OKONIEWSKI, DISTEFANO & BRONKHORST
ATTORNEYS AT LAW
MILFORD, NEW JERSEY 08048

the fire company shall so notify the Township Committee and upon agreement between the parties this lease shall be terminated and the property shall return to the exclusive use of the Township.

3. In order to preserve the natural foliage on the property in question as well as to ^{Protect (M.R.T. 4-20-77)} screen the proposed fire hall and support facilities to be built on the lot from the surrounding residents, the fire company shall leave as much natural foliage upon the lot as possible, especially along the lot lines so as to ^{Protect (M.R.T. 4-20-77)} screen the proposed fire hall and support facilities from the residents living in that area of the Township. The fire company shall also grade the property so as to maintain the natural drainage of the land.

IN WITNESS WHEREOF, this Lease Agreement has been executed by and on behalf of Maurice River Township for the Township Committee by the Mayor of Maurice River Township and attested to by the Township Clerk and by the Trustees of the Delmont Volunteer Fire Company.

MAURICE RIVER TOWNSHIP

Attest:

Herbert H. Decker
Herbert H. Decker, Clerk

By: James N. Tomlin
James N. Tomlin, Mayor

DELMONT VOLUNTEER FIRE COMPANY

Stanley H. Merschke
Trustee

Albert Winters
Trustee

Ronald Betts
Trustee

William T. Thompson
Trustee

John J. ...
Trustee

OKONIEWSKI, DISTAFANO & BRONKESH
ATTORNEYS AT LAW
MILBURN, NEW JERSEY 08332

***NOTIFICATION OF CLAIM AGAINST LOCAL MUNICIPALITY
ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 59:8-4
OF THE NEW JERSEY STATUTES.***

To: governing body of public entity:

MAURICE RIVER TOWNSHIP
590 Main Street,
P.O. Box 218,
Leesburg, NJ 08327

The undersigned hereby makes and presents its claim for damages against *MAURICE RIVER TOWNSHIP*, through you as its governing body, in accordance with the provisions of Section 59:4-2 of the New Jersey Statutes.

In support, claimant represents and shows:

*THE NAME AND POST OFFICE ADDRESS OF THE CLAIMANT:
CLAIMANT'S ADDRESS*

1. The full name and post office address of claimant is:
DELMONT VOLUNTEER FIRE DEPARTMENT, INC.
4507 Delsea Drive,
Delmont, Cumberland County, NJ
08314

*THE NAME AND POST OFFICE ADDRESS OF THE PERSON TO WHOM NOTICES SHALL BE SENT:
CLAIMANT'S ATTORNEY*

2. The name and address of claimant's attorney is:
John Gerard Devlin, Esquire,
216 Haddon Avenue, Suite 103
Westmont, NJ 08108
E-mail address: JGD@DEVLINLAW.COM
Telephone: 856 858 1690
Telefacsimile: 856 858 8998

All communications and notices intended for claimant in connection with this claim shall be delivered or mailed to claimant's attorney at the address stated above until and unless different instructions are received by you from the attorney or from the claimant.

***NOTIFICATION OF CLAIM AGAINST LOCAL MUNICIPALITY
ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 59:8-4
OF THE NEW JERSEY STATUTES.***

*THE DATE, PLACE, AND OTHER CIRCUMSTANCES OF THE OCCURRENCE OR TRANSACTION WHICH
GAVE RISE TO THE ASSERTED CLAIM:*

ACTIONABLE TORT

3 On April 21, 2007 and continuing to the date of the filing of this Complaint, and without the consent and against the will of plaintiff and under the color of law and without any prior notice, due process, and/or order of a court of competent jurisdiction, defendants, MAURICE RIVER TOWNSHIP, both individually and in concert with other state actors—including, but not limited to, defendants, JOHN DOES 1-10 and defendants, A. B. C. CORPORATIONS 1-10, seized the real and personal property of the DELMONT VOLUNTEER FIRE COMPANY, INC., including, among other things, changing the locks of the firehouse building at 4507 Delsea Drive, Delmont, Cumberland County, NJ, 08314, unlawfully and illegally diverting the mail of the DELMONT VOLUNTEER FIRE COMPANY, INC., seizing and otherwise confiscating the property of the DELMONT VOLUNTEER FIRE COMPANY, INC., all of which occurred in violation of the civil rights of the DELMONT VOLUNTEER FIRE COMPANY, INC., and its individual members, officers and volunteers, as memorialized at 42 U.S.C. §1983, guaranteed by the Constitutions of the United States and the State of New Jersey, N.J. CONST., ART. I, II 3, 4, and 7, and seizing and unlawfully asserting exclusive control and dominion over the following items of real and personal property of the plaintiff, being collectively valued for the sum of in excess of \$1,000,000.00, as more fully set forth below:

a. ***2401 EQUIPMENT***

- o Maxon Radio w I Handheld Mike
- o Siren kit - Model 3692
- o 2004 Emergency Response Guidebook
- o Fire Field Operations Guide
- o Rubber Gloves
- o Portable Radio with mounted charger
- o Incident Command Board
- o Incident Command Tag for Truck
- o Box of 30 minute flares
- o 4 Flashlight mounts
- o 2 Mounted Rechargeable Stream light Orange Flashlights Serial # 547762
- o Serial #551091
- o Fire Extinguisher — Handheld
- o 2 Mounted Scott Pack Full Kits — With 45 Minute Packs
- o Orion Multigas Detector — Serial# A8-2475 I -D04 BC#9 141
- o Bullard Thermal Camera with Case — Serial# TI1-2588
- o 2 Fire Axes — 1 Pick
- o 1 Flathead
- o 1 Pike Pole—4'
- o Step Box 1 — Yellow hose — 1.5"
- o Spedlay 1 — 1.5" hose - 200 foot

***NOTIFICATION OF CLAIM AGAINST LOCAL MUNICIPALITY
ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 59:8-4
OF THE NEW JERSEY STATUTES.***

- o Speedlay 2— 1.5” hose - 200 foot
- o Cabinet 1— Hose Fittings
- o 2.5 Straight bore tip nozzle
- o 2.5” 70-250 GPM nozzle
- o Gated Y 4” — 2.5”
- o Strainer
- o Reducer
- o Reducer — Standard 3.5 to 3.5 Storz
- o 4” Suction intake to Storz
- o 2.5 to 1.5 Gated Y
- o 6” to 4.5”
- o 6” Hard suction intake — 3.5”
- o Reducer 6”-5”
- o Double male 3.5”
- o Double female 2.5”
- o Reducer 3.5-2.5”
- o Double male 2.5”
- o Reducer 2.5-1.5”
- o Double male 2.5”
- o Double female 2.5”
- o Double male 3.5”
- o Double female 3.5”
- o Reducer— 5-4.5”
- o Draft Strainer — Portable Tank
- o Reducer 4-3.5”
- o Flare Bottle
- o 3.5 Male — 2.5 Female Reducer
- o 2.5 Double female
- o Double female 4”
- o Rubber mallet Cabinet 2— 2 spools 25’ extension cord
- o 2 spools 100’ extension cord
- o 1 spool 150’ of 220 gauge extension cord and outlet kit
- o 2 Portable flood lights
- o 2 Bolt cutters — 1 large, 1 small
- o Decon Bag — Complete Kit
- o 1 Haligan Tool
- o 2 Rakes
- o 1 brush rake
- o 1 regular cleanup rake
- o 1 Axe
- o Draft Hose — Flexible hard suction
- o 1 — 10’ Pike Pole
- o Cabinet 3 — Gas can

***NOTIFICATION OF CLAIM AGAINST LOCAL MUNICIPALITY
ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 59:8-4
OF THE NEW JERSEY STATUTES.***

- o 1 spool of 5" hose
- o Pro pack foam system
- o 5 gallon drum of foam - National
- o 3 Chimney Flares
- o 1 spool of 2.5" hose
- o Trash Rake
- o Hose wrench set — 3 pieces
- o 700' OF 5" HOSE
- o 1200' OF 2.5 HOSE
- o 30' Aluminum ladder
- o 14' Roof ladder
- o 10' Folding ladder
- o Drafting hose — Flexible hard suction
- o Cabinet 4— Honda Generator — Model EM3500s 3500 Watt, Gas
- o Quartz light power box
- o Cabinet 5 — Exhaust fan — Positive pressure ventilation fan
- o 4 Spare Scott Bottles —45 minutes each
- o Step Box 2— Blue hose— 1.5"
- o Front Bumper Box — 100" of 1.5" red hose with nozzle
- o Nozzle — 400 GPM — SM-b-F

b. 2403 EQUIPMENT

- o Emergency Light System
- o Speaker — Realistic
- o Rechargeable light box — Flashlight charger
- o Scott Pack Bracket
- o Incident Command Truck Tag
- o Siren — Federal Interceptor Serial# 2E-45006
- o 2004 Emergency Response Guidebook
- o Fire Field Operations Guide
- o Hose Rack 1-
- o 1.5" red hose —200'
- o Hose Rack 2-
- o 1.5" red hose — 200'
- o Booster reel with Nozzle
- o Hard Suction Hose
- o Fitting Wrenches
- o Hydrant
- o Spanners Compartment 1-
- o Miscellaneous fittings
- o Nozzles
- o Rubber Mallet
- o 2.5— 1.5 gated Y

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- o Rechargeable Flashlights with Chargers Mounted — Serial # 547763
- o Serial # 568007
- o 4 Scott pack sets complete, Bags Hanging On Truck
- o Pry bar
- o Axe - Flathead
- o Fire Extinguisher — Carbon Dioxide
- o Compartment 2-
- o 4 spools of 2.5" red hose — 100'
- o 1 spool of 2.5" white hose — 200'
- o Large bolt cutters
- o Shovel
- o Rakes
- o Chock blocks
- o 8 chimney flares
- o 2403 EQUIPMENT LIST
- o 2 Fitting wrenches
- o Compartment 3— 2 spools of 1.5" red hose
- o Compartment 4— 4 Spare Scott bottles —45 minutes each
- o 1200 OF 51N HOSE
- o 600 OF 2.5 iN HOSE
- o 350 OF 1.5 iN HOSE
- o Fire Extinguisher — Dry Chemical
- o Axe — Pick Head
- o Aluminum Ladder — 24'
- o Aluminum Ladder — 10' folding
- o Roof Ladder— 12'
- o 12' Pike Pole
- o Compartment 5— Halogen Tool
- o Crowbar
- o Gas container Compartment 6— Generator — Onan Emerald 1 Genset — Serial #
A860-79469 1
- o 2 500 Watt Telescoping Floodlights
- o 2 Spotlights on Back Corners of Truck
- o 2 Spotlights on Front Passenger Compartment of Truck
- o Float Draft
- o 2.5 gal. Water Extinguisher
- o Broom
- o Rake
- o Shovel
- o 2.5" NOZZ.
- o 2- 1 5" NOZZ
- o 16" CHAIN SAW

c. Fire Chief Squad Car;

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- d. Two Fire Pumper Trucks;
- e. Fire Truck Hook & Ladder;
- f. Contents of the Fire House, including, but not limited to. Turnout gear, firefighter helmet, gloves, and footwear;
- g. Other items of fire equipment contained within the Fire House, to which entry has been barred to the Plaintiff to permit a full and complete accounting of personal property;
- h. The fire house, being located at 4507 Delsea Drive, Delmont, Cumberland County, NJ 08314.

PROXIMATE CAUSE

4. The proximate cause of claimant's damages was done to the person of the plaintiff by the defendants both individually and severally in concert with each other and under the color of the statutes, ordinances, regulations, customs, and usages of the State of New Jersey, and the rules, policies, and direction of MAURICE RIVER TOWNSHIP because the defendant, MAURICE RIVER TOWNSHIP, and its agents, servants and/or employees were clothed with both actual and apparent authority by the governing body of MAURICE RIVER TOWNSHIP. As a direct and proximate cause of the wrongful acts of the defendants and without the consent and against the will of plaintiff, the plaintiff and its members, officers and volunteers suffered extreme indignities, humiliation, severe emotional distress, mental anguish, loss of liberty, loss of standing in the community, and have been held up to ridicule before their peers, and have lost statutory right to Federal and State financial grants paid and/or payable to the plaintiff, free and clear of the above deprivations. The defendant MAURICE RIVER TOWNSHIP owed a duty to the plaintiff to refrain from conducting unreasonable search and seizure of the real and personal property of the plaintiff and others similarly situated, and from violating its rights as a private corporation. In violation of that duty, the defendant, MAURICE RIVER TOWNSHIP, by and through its authorized agents, servants and/or employees and independent contractors, including JOHN DOES 1-10 and A.B.C. CORPORATIONS 1-10 and its assistants and Solicitor did, without the consent and against the will of plaintiff and with gross negligence, deliberate indifference, willfulness, wantonness and maliciousness and intention, act or fail to act, in the following manner, as more fully set forth herein, and in the following named particulars, among other things:

- a. By unlawfully converting the real and personal property of the plaintiff;
- b. By causing property damage to the plaintiff by and through official governmental conduct, such as the raids and seizure of the real and personal property of the plaintiff and its members, officials, and volunteers, all of which actions and/or omissions were undertaken for the sole and exclusive benefit of the defendant MAURICE RIVER TOWNSHIP, and not the property owner's benefit;
- c. By failing to conduct a due diligent inquiry and/or investigation prior to seizing and converting the real and personal property of the plaintiff;

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d. By negligently and unlawfully using a pretext to convert the real and personal property of the plaintiff and willfully, negligently and purposefully depriving the plaintiff to its right to possession and enjoyment of property;

e. By negligently and in a grossly negligent and/or intentional manner aiding, instigating, and assisting the unlawful seizure of the real and personal property of the plaintiff;

f. By negligently and in a grossly negligent and/or intentional manner abridging the privileges or immunities of the plaintiff as a citizen of the United States;

g. By negligently and in a grossly negligent and/or intentional manner depriving the plaintiff of property without due process of law;

h. By negligently and in a grossly negligent and/or intentional manner denying the plaintiff the equal protection of the laws in violation of the fourteenth amendment of the federal Constitution; and

i. By negligently and in a grossly negligent and/or intentional manner impairing the natural and inalienable rights of the plaintiff in acquiring, possessing, and protecting property;

j. By negligently and in a grossly negligent and/or intentional manner taking the property of the plaintiff for public use without just compensation in violation of paragraphs 1 and 16 of article 1 of the CONSTITUTION OF NEW JERSEY.

As a further direct and proximate cause of the wrongful acts of the defendants, both individually and severally and each and every one of them acting under the color of law and in violation of the rights of the plaintiff and its members, officers, and volunteers, the DELMONT VOLUNTEER FIRE COMPANY, INC. suffered extreme indignities and humiliation, loss of liberty, loss of standing in the community, and has been held up to ridicule before its peers, and has lost its statutory and regulatory rights to Federal and State grants, free and clear of the above descriptions.

NOTICE AFORESAID BY MUNICIPAL ENTITY OF TORTIOUS ACTIVITY

5. The MAURICE RIVER TOWNSHIP knew about or with the exercise of reasonable inspection should have discovered that on April 21, 2007 and continuing to this date while the lease was in full force and effect, and while the Plaintiff, DELMONT VOLUNTEER FIRE COMPANY, INC., legally possessed the leased premises as tenant, the defendants, MAURICE RIVER TOWNSHIP, by and through its authorized agents, servants and/or employees and independent contractors, including JOHN DOES 1-10 and A.B.C. CORPORATIONS 1-10 and its assistants and Solicitor, without the Plaintiff's consent and in spite of the protests of the Plaintiff, entered upon the leased premises and assumed control over the premises and the contents therein as more fully described above, directed and converted the rents payable to the plaintiff to their own purposes, control, and use, and made changed the locks of the firehouse, thus barring the occupancy of the premises from the authorized use of the plaintiff.

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*THE NAMES OF THE PUBLIC ENTITY OFFICIALS AND/OR EMPLOYEES CAUSING THE INSURY:
IDENTIFICATION OF WITNESSES AND ACTORS OF MUNICIPALITY*

6. The employees of MAURICE RIVER TOWNSHIP were negligent, and such negligence caused the creation or continuance of the taking of the real and personal property. The names of the responsible employees are not presently known to claimant, but include the following individuals, being identified as follows:

Members of the MAURICE RIVER TOWNSHIP COMMITTEE are Mayor Ronald D. Riggins (term expires December 31, 2008), Deputy Mayor Andrew Sarclette (2007) and Norman Franckle, Jr. (2009) and Solicitor Edward Duffy, all of whom maintain addresses for the receipt of mail at 590 Main Street, P.O. Box 218, Leesburg, NJ 08327

IDENTIFICATION OF WITNESSES AND ACTORS OF CLAIMANT

7. The names and addresses of the person known by claimant to have witnessed the taking of the property of the plaintiffs are as follows:

Fire Chief

Wayne A. Chatten, Jr.

2 Handsmill Road

P.O. Box 122

Delmont, NJ 08314

Assistant Fire Chief

Clayton Borneman

P.O. Box 122

Delmont, NJ 08314

*A GENERAL DESCRIPTION OF THE INJURY, DAAGE OR LOSSES INCURRED SO FAR AS IT MAY BE
KNOWN AT THE TIME OF THE PRESENTATION OF THE CLAIM;
IDENTIFICATION OF DAMAGES OF CLAIMANT*

8. Claimant's loss caused it to sustain the following injuries has sustained the following damages, based upon the facts currently known to be and subject to amendment and supplement inasmuch as plaintiff is suffering distraint from its property and, as such, avers as follows:

a. An amount of monetary damages believed to be in excess of the sum of \$800,000.00, which is the fair market value of the property and the buildings constructed thereon by the plaintiff, pursuant to the 99 year leasehold agreement;

b. An amount of monetary damages believed to be in excess of the sum of \$1,600,000.00 which is the fair use value of the described firehouse and

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appurtenance, or the amount reasonably expected to be expended by plaintiff for a substitute for the described aforementioned premises during the period of its detention by defendant; and

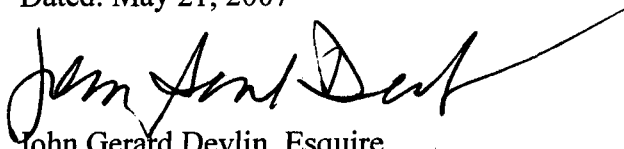
c. An amount of monetary damages believed to be in excess of the sum of \$200,000.00 being the amount, expended or expected to be expended by, plaintiff, DELMONT VOLUNTEER FIRE COMPANY, INC., in regaining or in effort to regain possession of personal its real and property.

IDENTIFICATION OF LIQUIDATED DAMAGES OF CLAIMANT

9. As of the date of this claim, claimant has sustained the following pecuniary loss and damage:

- a. past and future damages for loss of income, growth opportunities and all benefits denied it due to the improper and unlawful actions of defendants;
- b. compensatory damages in an amount to be determined by the trier of fact as sufficient to compensate plaintiff for the injuries described in this complaint;
- c. punitive or exemplary damages in an amount determined by the trier of fact to be sufficient to punish and deter each defendant against whom these damages are awarded;
- d. costs, disbursements and reasonable attorneys' fees;
- e. all other relief that is just and proper; and
- f. such additional relief as the Court deems just and proper under the circumstances.

Dated: May 21, 2007



John Gerard Devlin, Esquire
Attorney for Plaintiff
DELMONT VOLUNTEER FIRE COMPANY, INC.,
216 Haddon Avenue, Suite 103
Westmont, NJ 08108