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MEMO

To: Montville Township Committee Members

From: Ronald S. Soussa

Date: November 12, 2004

Re: Montville Office Plaza
330 Changebridge Road

Last week I was served with legal papers indicating that you have elected to sue me to overturn the amended site plan approval which I was forced to go to court over and won this past June.

I am certain that you believe you have good reasons for this lawsuit. Please know that I believe I have reasons which are at least as good to defend the suit and, in all likelihood, make additional countercharges. I am writing to you in an effort to explain my side of the story and to hopefully prevent further litigation which will cost Montville Township - and perhaps you yourselves personally - expense and damages.

Over the past five years, I have submitted site plan applications which comply completely with all Montville Township regulations and zoning. I have done my best to be a good neighbor and a responsible citizen and I have always hoped to develop a project which we can all be proud of. In return, I have been threatened with litigation by John Rosellini, been compelled to sell a portion of my property (at less than appraised value) to make the project smaller, have lost rental worth hundreds of thousands of dollars from tenants who have signed letters of intent, and have tolerated harassment and needless delay. Frankly, I am fed up and am not about to take it any longer.

On September 25, 2001, I signed a contract (prepared by Marty Murphy and signed by John Rosellini as Mayor) to sell two acres of my property to Montville (copy enclosed). Please see page 6, #20(a) which says:

"Seller agrees to reduce the size of the proposed office building on the balance of property from 48,000 sf to approximately 27,000 sf which will be all contained on one floor".

I have also enclosed Montville's recent complaint entitled "Answer, Counterclaim, and Third Party Complaint" which is also prepared by Mr. Murphy. Please take a look at Paragraph 9 which reads:

"Such a proposed change in height is manifestly contrary to the purpose of the Township's contract with the Plaintiff"

and Paragraph 13 which says:

"the prospective construction of a proposed office building on the Plaintiff's property is a breach of the express and implied terms of the September 25, 2001 contract and would abrogate and frustrate the purpose of the September 25, 2001 contract between the Plaintiff and the Township".

I ask you, as educated people who are familiar with plain English, how you can ever expect to win or for a Judge to regard this as anything other than harassment, given the fact that the plans have always been for one-story buildings, **which are totally in compliance with that September, 2001 contract?**

Why are you wasting time and our Township's money trying to overturn an approval which was already decided by a Judge this past June and is quite obviously totally in conformance with our contract?

I would like to share a few other things with you. In December, 2003, after I filed a lawsuit seeking to overturn the Planning Board's illegal denial of my amended site plan application, I contacted Joe Rompala and asked to meet with him to discuss a possible settlement. Did you know that Mr. Rompala categorically refused to meet with me? Do you believe your Business Administrator has many more important things to do than meet with someone who would like to settle a lawsuit which the Township had no chance of winning?

In April, 2004, I met with John Rosellini at a local restaurant and also proposed a settlement. He said he would consider the matter, discuss it with you, and get back to me. When several weeks went by and I did not hear anything, I went before your April 13, 2004 Township Committee meeting and asked for your thoughts on my offer. It was clear that John had never even discussed the issue with you.

Marty Murphy suggested that I put my settlement offer in writing, which I did by letter dated April 14, 2004 (copy enclosed). I never even received the courtesy of a reply.

In December of 2000, after John failed in changing the zoning to prohibit office use and was then seeking my consent to change the project to one story, he, as mayor and planning board member, assured me in writing that child care was a permitted use in the R-27D zone (copy enclosed). Just a few weeks ago we were notified by Adrian

Humbert, on behalf of the Planning Board, that child care, a critical component to my agreement to reduce the project's size, is not permitted.

Please take another look at page 6 of our September 25, 2001 contract: (c) "In addition to the purchase price set forth hereinabove, Buyer (Montville) will provide for and/or undertake the following:

1. Installation of the sewer line to serve the subject premises from its existing location in Changebridge to serve.... Sewer line must be installed, completed, tested and accepted by the Township of Montville or the Montville Township MUA by June 1, 2002."

To date, the installation of the sewer line, which was clearly the obligation of Montville Township, has not even begun.

Because Montville was so overdue in installing the sewer line, I requested reimbursement for the \$654 in fees which I was improperly charged since the sewer line project was clearly Montville's responsibility. I wrote to Joe Rompala on August 18, 2004 (copy enclosed) requesting the refund. Again, I did not receive the courtesy of a response. I was forced to file a small claims matter, which is now pending, because your Business Administrator could not be bothered to respond to my request.

I don't know whether this explanation will bring about any change in the several years' long pattern in which Montville Township has prevented me from a legal and fully conforming use of my property, which has caused me hundreds of thousands of dollars in lost rent and expense. I bring all of these matters to all of your attention, so that you may have all the facts with respect to the legal matter which you yourselves have created and have chosen to escalate.

The above is for discussion purposes only and is submitted without prejudice to any legal matters which are now pending or which I may bring in the future.

cc: Art Daughtry