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RETURN DATE: January 9, 2001
DOCKET NO.

SUPERIOR COURT

SUSETTE KELO, THELMA BRELESKY,
PASQUALE AND MARGHERITA
CRISTOFARO, WILHELMINA AND CHARLES
DERY, JAMES AND LAURA GURETSKY,
PATAYA CONSTRUCTION LIMITED
PARTNERSHIP, and WILLIAM VON WINKLE

J.D. OF NEW LONDON
AT NEW LONDON

v.

CITY OF NEW LONDON,
NEW LONDON DEVELOPMENT
CORPORATION, and the CITY OF NEW
LONDON REDEVELOPMENT
AGENCY

DECEMBER 20, 2000

COMPLAINT

FIRST COUNT (TAKENES NOT FOR A PUBLIC USE) JUDGMENT FOR DEFTS.
11 ARE FOR A PRIVATE PURPOSE (PARA 101)

1. Plaintiffs are the owners of homes and businesses in the Fort Trumbull neighborhood of New London, Connecticut, a historically immigrant, now more diverse working class enclave along the Thames River.
2. Over Plaintiffs' objection, Defendants have condemned and acquired title to, or are in the process of condemning and acquiring title to, Plaintiffs' real property through the exercise of eminent domain.
3. Plaintiffs' property is slated for redevelopment not for public uses, but rather as a health club, office space, and yet unnamed and unspecified development projects.

4. Plaintiffs challenge this abuse of eminent domain authority as a violation of the Connecticut and United States Constitutions, the laws of the State of Connecticut, and the New London City Charter.
5. The Plaintiffs bring this lawsuit for declaratory and injunctive relief pursuant to amongst other things Connecticut General Statutes Chapter 916 and 42 U.S.C. § 1983.
6. Plaintiff Susette Kelo is the owner of the real property known as 8 East Street, New London, Connecticut.
7. Plaintiff Thelma Brelesky is the owner of the real property known as 78 Smith Street, New London, Connecticut.
8. Plaintiffs Pasquale Cristofaro and Margherita Cristofaro are the owners of the real property known as 53 Goshen Street, New London, Connecticut.
9. Plaintiffs Wilhelmina Dery and Charles Dery are the owners of the real property known as 28 East Street, 79 Walbach Street, 81 Walbach Street, and 83 Walbach Street, New London, Connecticut.
10. Plaintiffs James and Laura Guretsky are the owners of the real property known as 19 Smith Street, 21 Smith Street, and 23 Smith Street.
11. Plaintiff Pataya Construction Limited Partnership is the owner of the real property known as 49 Goshen Street and 41 Goshen Street, New London, Connecticut.
12. Plaintiff William Von Winkle is the owner of the real property known as 27 Smith Street, 31 Smith Street, and 33-35 Smith Street, New London, Connecticut.
13. Defendant City of New London ("the City") is a municipal corporation.

14. Defendant New London Development Corporation (“NDLC”) is a Connecticut non-profit, private economic development organization originally formed in 1978 and re-activated in 1997.
15. Defendant City of New London Development Agency (“NLRA”) is an agency of the Defendant, the City, with the ability to obtain and/or be given the authority as described in Chapter 130 of the Connecticut General Statutes to take, acquire, and demolish real property.
16. In February 1998, it was announced that Defendants would be redeveloping the area in which Plaintiffs live.
17. In February 1998, the State of Connecticut assigned \$12.5 million dollars in state funds to Defendant NLDC to acquire and re-develop approximately 70 homes and commercial properties adjacent to the former Naval Underwater Warfare Center (NUWC) in the Fort Trumbull area of New London.
18. The development was to enhance the new Pfizer facility that was being built next to the Fort Trumbull neighborhood.
19. In February 1998, Harrall-Michalowski Associates Inc., Planning and Development Consultants, submitted a Fort Trumbull Study Area to the City of New London siting boundaries in the Fort Trumbull neighborhood.
20. Between approximately February and March 1998, Defendant NLDC began working with commercial real estate agents to purchase homes and businesses in the Fort Trumbull neighborhood.

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21. During that same period, the NLDC and its designated agents began sending letters to property owners in the area, notifying them of the NLDC's intent to begin purchasing property in support of the new Pfizer facility and listing NLDC guidelines for property acquisition and relocation.
22. In March 1999, Claire Gaudiani, President of the NLDC, sent a letter to property owners in the Fort Trumbull neighborhood offering information concerning the commitment to a major collaborative development project between the City, the State of Connecticut, NLDC and Pfizer, Inc. in the Fort Trumbull area.
23. Gaudiani informed those property owners that real estate agents from the New London Real Estate Group, Inc. would act on behalf of the NLDC to relocate the residents and business owners in the Fort Trumbull neighborhood.
24. On April 6, 1998, the City of New London voted to designate the NLDC to "... develop and accomplish the state-supported waterfront plans ranging from the area north on the Thames River at Thames Shipyard continuing south through the downtown waterfront, along Shaw's Cove and including NUWC properties adjacent to NUWC and the New London Mills Property."
25. Defendants claim that in acquiring Plaintiffs' properties through eminent domain, they are exercising their rightful authority under three separate Connecticut statutes: Chapter 130, Community Development/Redevelopment; Chapter 132, Municipal Development Projects; and Chapter 588I, Economic Development and Manufacturing Assistance.

26. On or about May 18, 1998, the City, through the City Council, by resolutions numbered 051898-3, 051898-4 and 051898-5, created two simultaneous processes to permit redevelopment of the Fort Trumbull neighborhood: the preparation of a redevelopment plan based on the designation of a redevelopment area, governed by C.G.S. Chapter 130; and the preparation of a municipal redevelopment plan, based on the designation of a redevelopment area, governed by C.G.S. Chapters 132 and 5881.
27. Pursuant to the two courses outlined in the immediately preceding Paragraph, and also on or around that May 18, 1998, the City resolved and delegated among other things that the Defendant, NLDC: make application to the State of Connecticut Department of Economic and Community Development (“DECD”) for grant funds; is designated as the entity to prepare plans on behalf of the Defendant, City of New London, for the Fort Trumbull area under Chapter 5881 and Chapter 132 of the Connecticut General Statutes; make application to the DECD for grant funds relating to the creation of a Municipal Development Plan (“the Plan”) pursuant to Chapters 130, 132 and 5881 of the Connecticut General Statutes in the Thames Peninsula area in New London; and establish the boundaries of the planning area (“Fort Trumbull area”); is designated as the Development Agency or Implementing Agency for the City of New London; and/or is authorized and directed to execute, if offered, an assistance agreement with DECD.
28. Pursuant to the two courses outlined in Paragraph 26, and also on or about May 18, 1998, Defendants, the City, through its City Council by resolutions numbered 051898-3, 051898-4, and/or 051898-5 delegated the following responsibilities to

Defendant NLRA: cause Defendant NLDC to prepare the Plan as a redevelopment plan pursuant to Chapter 130 of the Connecticut General Statutes and upon receipt of the aforementioned Plan, Defendant NLRA shall take such steps as are necessary to process the Plan for consideration of its approval.

29. On or about January 13, 2000, defendants NLRA presented the Plan at a required public hearing pursuant to C.G.S. Chapter 130.
30. The public hearing on January 13, 2000 was held jointly with the NLDC, the author of the Plan.
31. On or about January 14, 2000, the NLRA voted to accept the Plan drafted by the NLDC.
32. On or about January 18, 2000, the City, acting through its City Council purported to satisfy the necessary requirements under Conn. Gen. Statutes Chapters 130, 132, and 5881 and adopted the Plan and approved a Map setting forth the proposed development projects within the Plan. The Map is attached to this Complaint as an Exhibit.
33. Among other powers and duties, Defendant, the City, delegated to the NLDC "all rights powers that permitted to accrue to a development agency or implementing agency under Chapters 130, 132, and 5881 . . . , including the power of eminent domain with the project area in the name of the City of New London"
34. As the Map illustrates, the Plan consists of proposed redevelopment of the Fort Trumbull area as a hotel, conference center, private housing, an athletic club, office space, and yet un-defined development projects.

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35. The Plan parcels are named and labeled Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 4A, Parcel 4B, Parcel 5A, Parcel 5B, Parcel 5C, Parcel 6 and Parcel 7.
36. The two relevant parcels for this litigation are Parcel 3 and Parcel 4A.
37. The proposed development projects for Parcel 3 are an athletic club and R&D [Research & Development] office space.
38. Based upon knowledge and belief, the proposed development projects for Parcel 4A are undefined and are listed merely on the Map as Marina and Park Support.
39. Decisions on future use of the properties will be made by Defendant NLDC and/or unknown private parties.
40. Since 1998, Defendant NLDC has been in the process of acquiring property in the Fort Trumbull area.
41. Once the property is obtained, the NLDC has obtained permits to demolish the structures standing on the property.
42. Based upon knowledge and belief, NLDC wants to acquire all the properties within the Fort Trumbull area, demolish the structures, and then market the property to developers.
43. On or about September 18, 2000, the NLDC announced that despite its intention to acquire and demolish all structures within the Plan, the Italian Dramatic Club, located in Parcel 3, would be allowed to remain and its owners would retain title to the property.

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44. On or about October 16, 2000, the NLDC voted to forcibly acquire the remaining properties in the Fort Trumbull area from owners through the use of eminent domain who would not sell voluntarily.
45. On or around December 2000, the NLDC secured a \$2 million dollar line of credit (“credit line”) from Webster Bank of Waterbury, CT for working capital.
46. The credit line was guaranteed by Pfizer, Inc.
47. The NLDC, since the October authorization from its Board of Directors, has begun to file both Statements of Compensation and Certificates of Taking against the remaining property owners, including Plaintiffs, in order to obtain title and possession of the remaining homes and businesses in the Fort Trumbull area.
48. In Connecticut, for a governmental body to exercise its eminent domain authority, it must: “determine the compensation to be paid to the persons entitled thereto for such real property and shall file a statement of compensation, containing a description of the property to be taken and the names of all persons having a record interest therein and setting forth the amount of such compensation, and a deposit as provided in section 8-130, with the clerk of the superior court for the judicial district in which the property affected is located. . . . Not less than twelve days nor more than ninety days after such notice and such statement of compensation have been so served or so mailed and first published, the [agency] shall file with the clerk of the superior court a return of notice setting forth the notice given and, upon receipt of such return of notice, such clerk shall, without any delay or continuance of any kind, issue a certificate of taking setting forth the fact of such taking, a description of all the

property so taken and the names of the owners and of all other persons having a record interest therein. . . . Upon the recording of such certificate, title to such property in fee simple shall vest in the municipality, and the right to just compensation shall vest in the persons entitled thereto. At any time after such certificate of taking has been so recorded, the [agency] may repair, operate or insure such property and enter upon such property, and take whatever action is proposed with regard to such property by the project area redevelopment plan. . . .” Conn. Gen. Stat. § 8-129.

49. In Connecticut, a property owner objecting to an eminent domain action may not raise the constitutionality and/or legality of the government’s actions in the eminent domain proceeding.
50. Pursuant to Conn. Gen. Stat. § 8-132, the owner can, within six months after the filing of the statement of compensation, appeal only the amount of compensation the government has provided.
51. Connecticut courts have recognized that a party seeking judicial review of the constitutionality and/or legality of a government agency’s decision to condemn property has no adequate remedy at law and is therefore entitled to equitable relief.
52. Plaintiffs bring the instant action to challenge the constitutionality and legality of Defendants’ eminent domain actions.
53. Plaintiffs Thelma Brelesky, Pasquale and Margherita Cristofaro, and Pataya Construction Limited Partnership (“Pataya”) own property in Parcel 3 of the Plan.
54. Parcel 3 is designated for redevelopment as an athletic club and as R&D/office space.

55. Based upon information and belief, no contract as been secured between defendant NLDC and any developer of the Parcel 3 property.
56. In November 2000, Plaintiff Thelma Brelesky received notice from the NLDC that a Statement of Compensation had been filed and a Certificate of Taking had been issued for her single-family home.
57. The notice informed her that title to her property will be transferred to the NLDC.
58. Brelesky has owned the home since 1995.
59. The current occupant of her home, her son, Byron Athenian, was informed through a Notice to Move that he must vacate the premises and quit possession of the home no later than February 14, 2001.
60. In November 2000, Plaintiffs Pasquale and Margherita Cristofaro received notice from the NLDC that a Statement of Compensation had been filed and that a Certificate of Taking shall issue for their dual-family home.
61. The notice informed her that title to their property will be transferred to the NLDC.
62. The Cristofaros purchased the home in 1972.
63. The current occupants of their home, Plaintiffs' son, Anthony Cristofaro, and his wife, who live on the top floor of their home, and their two sons, who live on the bottom floor, were informed through a Notice to Move that they must vacate the premises and quit possession of the home no later than March 15, 2001.
64. In November 2000, Plaintiff Pataya Construction Limited Partnership, through the general partner of the company, Richard Beyer, received notice from the NLDC that a

Statement of Compensation had been filed and that a Certificate of Taking shall issues for his two rental properties.

65. The notice informed him that title to her property will be transferred to the NLDC.
66. Beyer had purchased the properties in 1994 and has invested substantial time and resources renovating the properties.
67. One of the properties, 49 Goshen Street, has been a rental property since 1996 and is currently occupied by a tenant.
68. Based upon information and belief, the tenant in his rental home has been informed that he must vacate the premises and quit possession of the home no later than February 14, 2001.
69. The other property, 41 Goshen Street, is in the process of renovation for use as a rental property.
70. Currently, the house stores supplies for Beyer's flooring and stone supply business.
71. Beyer was informed that he must vacate the premises and quit possession of the property no later than February 14, 2001.
72. On December 7, 2000, the NLDC made an application for a permit to demolish both of the properties owned by Beyer.
73. Plaintiffs Susette Kelo, Wilhelmina and Charles Dery, Karl VonWinkle, and James and Laura Guretsky own property in Parcel 4A of the Plan.
74. Parcel 4A is designated for redevelopment as Marina and Park Support.
75. Based upon information and belief, no contract has been secured between defendant NLDC and any developer of the Parcel 4A property.

76. In November 2000, Plaintiff Susette Kelo received notice from the NLDC that a Statement of Compensation had been filed and that a Certificate of Taking shall issue for her two-bedroom, single-family home.
77. The notice informed her that title to her property will be transferred to the NLDC.
78. Kelo bought her home in July 1997.
79. Kelo was also informed through a Notice to Move that she must vacate the premises and quit possession of the home no later than March 9, 2001.
80. In November 2000, Plaintiffs Wilhelmina and Charles Dery received notice from the NLDC that a Statement of Compensation had been filed and that a Certificate of Taking shall issue for their properties.
81. The notice informed Wilhelmina and Charles Dery that title to their properties will be transferred to the NLDC.
82. Plaintiffs Wilhelmina and Charles Dery have lived together in the home at 87 Walbach Street that their family bought in 1901 for 55 years, with Wilhelmina living in the home her entire life—83 years.
83. The Derys also own the adjacent home at 28 East Street, where their son, Matthew, and his family reside, and two rental properties: a single family cottage at 79 Walbach Street and a duplex home at 81-83 Walbach Street.
84. The Derys and the residents of the rental properties have not yet received a notice to move.

85. In November 2000, Plaintiff William Von Winkle received notice from the NLDC that a Statement of Compensation had been filed and that a Certificate of Taking shall issue for his three properties.
86. The notice informed Von Winkle that title to his properties will be transferred to the NLDC.
87. In 1984, Von Winkle purchased the real property known as 33-35 Smith Street, which currently houses the Fort Trumbull Deli (35 Smith Street), owned by Von Winkle's wife, and six rental apartments above the Deli (33 Smith Street) in 1984.
88. In 1993, Von Winkle purchased the real property known as 31 Smith Street, which is a three-unit rental property.
89. In 1995, Von Winkle purchased the real property known as 27 Smith Street, which is two-unit rental property with four rental garages.
90. Von Winkle was notified that he must vacate the premises and quit possession of the property no later than February 14, 2001.
91. Upon information and belief, Von Winkle's tenants likewise were informed that they must vacate the premises and quit possession of the home no later than February 14, 2001.
92. On December 7, 2000, the NLDC made an application for a permit demolish the properties owned by Von Winkle.
93. Plaintiffs James and Laura Guretsky bought the triplex real property known as 19, 21, and 23 Smith Street in 1984.

94. The Guretskys along with their two daughters live in the home at 19 Smith Street and rent out the two other single-family units known as 21 and 23 Smith Street.
95. Based upon information and belief, a Statement of Compensation or Certificate of Taking has not yet been filed against the real property owned by the Guretskys.
96. Given the actions of Defendants with regard to the properties adjacent to them and in Parcels 3 and 4A, the Guretskys face imminent harm and seek to protect their rights.
97. All of the Plaintiffs enjoy greatly the property they rightfully possess and do not want to relinquish it.
98. Although some of the Plaintiffs have filed or will file appeals to the statements of compensation that have been filed by Defendants, as intended herein, they do so merely to preserve their rights under Connecticut law as the Connecticut law on compensation procedures is in a state of flux. *See Bristol v. Milano*, 45 Conn.Sup. 605 (1999).
99. Plaintiffs do not wish to receive compensation for their property, but rather to maintain rightful ownership of it.
100. Under the Connecticut and United States Constitutions, private property may only be taken through eminent domain for a "public use."
101. The condemnations of Plaintiffs' properties are not primarily for a public use but are primarily for a private purpose.
102. The condemnations of Plaintiffs' properties thus do not constitute a valid public use and therefore violate Art. I, Sec. 11 of the Connecticut Constitution and Amendment

V of the United States Constitution made applicable to the states by the Fourteenth Amendment.

103. Plaintiffs are affected and aggrieved by said actions taken by Defendants City of New London, the New London Development Corporation, and the New London Development Authority.

104. There is no adequate remedy at law available to the Plaintiffs and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

SECOND COUNT (EQUAL PROTECTION) JUDGMENT FOR DEFTS. (PARA 102)

1-99. Paragraphs 1 through 99 of the First Count are hereby incorporated into and made Paragraphs 1 through 99 of the Second Count.

100. By permitting one property owner in the Plan (the Italian Dramatic Club) to retain title and possession of property while denying the ability of Plaintiffs to retain title and possession of their property, Defendants treat similarly situated people differently.

101. The right to own, use and possess property is fundamental under the Connecticut and United States Constitutions, and Defendants can demonstrate no rational basis for discriminating in their treatment of these properties nor legitimate or compelling interests to deprive Plaintiffs of their property while permitting another owner within the same Plan to keep its property.

102. The actions of Defendants thus violate the equal protection clauses of Art. I, Sec. 20 of the Connecticut Constitution and the Fourteenth Amendment of the United States Constitution.

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103. Plaintiffs are affected and aggrieved by said actions taken by Defendants City of New London, the New London Development Corporation, and the New London Development Authority.

104. There is no adequate remedy at law available to the Plaintiffs and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

THIRD COUNT (UNREASONABLE, ARBITRARY, CAPRICIOUS) - JUDGMENT FOR DEPTS (PARA 102) - DUE PROCESS

1-99. Paragraphs 1 through 99 of the First Count are hereby incorporated into and made Paragraphs 1 through 99 of the Third Count.

100. The due process clauses of Art. I, Sec. 8 of the Connecticut Constitution and the Fourteenth Amendment to the United States Constitution guarantee that individuals may not be deprived of their property without due process of law.

101. Government deprivations of property rights will not be upheld under the due process clause if they are unreasonable, arbitrary, and/or capricious.

102. The actions of Defendants, including but not limited to the disparate treatment of property owners within the Plan and the desire to take title to and demolish Plaintiffs' properties even though Defendants have not entered into any contract with a redeveloper constitutes unreasonable, arbitrary and capricious actions and thus violates Plaintiffs' due process rights.

103. Plaintiffs are affected and aggrieved by said actions taken by Defendants City of New London, the New London Development Corporation, and the New London Development Authority.

104. There is no adequate remedy at law available to the Plaintiffs and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

FOURTH COUNT (UNCONSTITUTIONAL DELEGATION) JUDGMENT FOR DEFENDANTS
(PARA 102, 103)

- 1-99. Paragraphs 1 through 99 of the First Count are hereby incorporated into and made Paragraphs 1 through 99 of the Fourth Count.
100. Defendants City of New London and the NLRA have delegated decisionmaking authority under Connecticut General Statutes Chapters 130 and 132, including determinations on the public use of this project, the particular uses of eminent domain, and the future uses of Plaintiffs' properties to defendant NLDC and then ultimately to yet-unknown redevelopers of the Plan.
101. The Fourteenth Amendment's Due Process Clause and the Due Process Clause of the Connecticut Constitution, Art. I, Sec. 8, place strict limits on the manner and extent to which a legislative body may delegate to private parties powers that the legislative body might rightfully exercise itself.
102. By delegating too much governmental authority and decisionmaking to the private corporation NLDC and yet-unknown redevelopers without adequate safeguards and review standards in place, Defendants the City of New London and NLRA have violated the Due Process Clauses of the Connecticut and United States Constitution
103. To the extent that Connecticut General Statutes Chapter 132 authorizes the delegation of legislative decisionmaking to Defendant NLDC, it is unconstitutional as applied.

104. Plaintiffs are affected and aggrieved by said actions taken by Defendants City of New London, the New London Development Corporation, and the New London Development Authority.

105. There is no adequate remedy at law available to the Plaintiffs and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

FIFTH COUNT (PROCEDURAL DUE PROCESS) (DUE PROCESS - LACK OF PRETRIAL HEARING) - RIDGEMONT FOR DEFIS (PARA 106)

1-99. Paragraphs 1 through 99 of the First Count are hereby incorporated into made and Paragraphs 1 through 99 of the Fifth Count.

100. Under the Connecticut Redevelopment Act, C.G.S. Chapter 130, property owners are not afforded the opportunity to raise challenges to the constitutionality and/or legality of the eminent domain proceedings in the condemnation action brought by the government.

101. The only issue in the state condemnation proceeding initiated by the government is the amount of compensation due the property owners.

102. Because of the lack of the ability to raise these claims in a condemnation proceeding, Plaintiffs had to bring the instant lawsuit to raise these claims and seek temporary injunctive relief (if Defendants insist on going forward with the demolition of Plaintiffs' properties) and ultimately permanent injunctive relief.

103. Connecticut courts have upheld this procedure under state law because the procedure provides at least some ability to challenge the government's action by applying to state court.

- 104. Under the due process guarantee of the Fourteenth Amendment of the United States Constitution, a property owner must be afforded an adequate opportunity to be heard before the government deprives an owner of real property.
- 105. Due process and the corresponding right to a hearing under the Fourteenth Amendment are not satisfied by the mere fact that the person threatened with loss of or interference with his real property rights can initiate a separate action to request injunctive relief.
- 106. Thus, the lack of an adequate opportunity to be heard before being permanently deprived of ownership of real property violates the Due Process Clause of the Fourteenth Amendment.
- 107. Plaintiffs are affected and aggrieved by said actions taken by Defendants City of New London, the New London Development Corporation, and the New London Development Authority.
- 108. There is no adequate remedy at law available to the Plaintiffs and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

SIXTH COUNT (NOT NECESSARY) (PARA 101) *JUDGMENT FOR DEPTS RE BRELESKY, CHRISTIAN, PATTY (PARA 101)*
JUDGMENT FOR DEPTS RE UNLUKE, KELO, GUNETH, DEBY (PARA 101)

- 1-99. Paragraphs 1 through 99 of the First Count are hereby incorporated into made and Paragraphs 1 through 99 of the Sixth Count.
- 100. Real property can be condemned in Connecticut only if it is reasonably necessary for the accomplishment of a public use.
- 101. Defendants' acquisition of Plaintiffs' property is not reasonably necessary for the Plan.

102. Plaintiffs are affected and aggrieved by said actions taken by Defendants City of New London, the New London Development Corporation, and the New London Development Authority.

103. There is no adequate remedy at law available to the Plaintiffs and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

SEVENTH COUNT (UNLAWFUL PROCEDURE) JUDICIAL FOR DEFEATS.
DON'T MEET STATUTORY CRITERIA
PARA 101, 105

1-99. Paragraphs 1 through 99 of the First Count are hereby incorporated into and made Paragraphs 1 through 99 of the Seventh Count.

100. Defendant City of New London purported to authorize the condemnation of Plaintiffs' properties under Chapter 130 and 132 of the Connecticut General Statutes.

101. However, the condemnations do not meet the statutory requirements for either one.

102. The condemnations of Plaintiffs' properties do not meet the statutory criteria necessary for a proceeding under Chapter 130.

103. Defendants City of New London and NLRA have not taken the procedural steps necessary to designate the Fort Trumbull area for redevelopment under Chapter 130.

104. Defendants City of New London and NLRA also may not designate a private entity, Defendant NLDC, as the redevelopment agency under Chapter 130.

105. Defendants City of New London and NLRA also have failed to make other necessary findings and authorizations for condemnation proceedings under Chapter 130.

106. Defendants City of New London and NLRA have also not made the necessary findings and authorizations for condemnation proceedings under Chapter 132.

107. Thus, Defendants, due to dereliction of their statutory duties, are acting outside the scope of their lawful authority under Connecticut law.

108. Plaintiffs are affected and aggrieved by said actions taken by Defendants City of New London, the New London Development Corporation, and the New London Development Authority.

109. There is no adequate remedy at law available to the Plaintiffs and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

EIGHTH COUNT (VIOLATION OF NL CITY CHARTER) JUDGMENT FOR DEFTS.
PARA 101

1-99. Paragraphs 1 through 99 of the First Count are hereby incorporated into made Paragraphs 1 through 99 of the Eighth Count.

100. The City Charter of the City of New London has a specific process for the taking of land through eminent domain (Article I. Powers, Sec. 3 Powers in General & Article XIV) that requires, *inter alia*, that the City shall have a Board of Compensation that will issue reports and make recommendations to the City Council regarding takings of land (Sections 96, 97, 99), that said land shall only be for specific public uses as defined by the Charter (Section 97), and that "no land shall be occupied by the city until such time for takings appeals shall have expired, and appeals disposed of, unless the city shall file an offer to give such security as the court may require for the payment of all damages." (Section 104).

101. Defendants have failed and continue to fail to follow the procedures and requirements for eminent domain contained in the City of New London City Charter and thus violate said Charter through actions taken against Plaintiffs.

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102. Plaintiffs are affected and aggrieved by said actions taken by Defendants City of New London, the New London Development Corporation, and the New London Development Authority.
103. There is no adequate remedy at law available to the Plaintiffs and the actions of the Defendants will cause irreparable harm to the Plaintiffs.

WHEREFORE, Plaintiffs respectfully pray the Court that the following Orders be entered and determinations be made:

- (a) A declaratory judgment that the actions taken by Defendants were unconstitutional under the Connecticut and United States Constitutions.
- (b) A declaratory judgment that the actions taken by Defendants were illegal under Connecticut law.
- (c) A declaratory judgment that the actions taken by Defendants were illegal under the City of New London City Charter.
- (d) A temporary and permanent injunction against Defendants, their agents, servants, and/or employees from taking any further action to acquire, possess, demolish and/or in any way interfere with the real property of the Plaintiffs through exercising eminent domain authority.
- (e) An order dismissing the Statements of Compensation and Certificates of Taking against the Plaintiff property owners upon whom they have been filed and/or served.
- (f) An order awarding Plaintiffs' reasonable attorney fees and court costs in this action pursuant to C.G.S. § 48-17a and 42 U.S.C. § 1988.

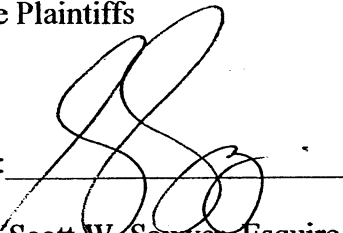
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- (g) A review of the statement of compensation.
- (h) Such other relief as the Court may deem just, proper, and equitable.

Dated at New London, this 20th day of December 2000.

The Plaintiffs

By: _____


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