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Seeking Courts' permission to file brief

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April 14, 1987

FILE NO.

The Honorable Judges of the Appellate Division
 Superior Court of New Jersey
 CN 006
 Richard J. Hughes Justice Complex
 Trenton, New Jersey 08625

Re: Urban League, et al v. Carteret, et al
 No. A 3795 85T1
 O & Y Old Bridge Development Corp. v.
 Township of Old Bridge, et al
 No.: L 009837 PW
 Woodhaven Village, Inc. v. Township of
 Old Bridge, et al.
 No.: L 036734 PW

Dear Honorable Judges:

During the past several weeks, there have been a variety of letters, briefs and orders affecting the above-captioned cases. On behalf of my client, O&Y Old Bridge Development Corp., I would like to set forth my understanding of the present picture of the case and to seek the Court's permission to file a brief, if one is necessary.

As this court has been made aware through papers submitted by appellant Oakwood at Madison and respondent ACLU/Urban League, this matter arose as a result of long standing litigation between the Township of Old Bridge and various builders/developers. Appellant Oakwood at Madison, gaining certain development rights as a result of litigation denominated Oakwood at Madison v. Township of Madison, 72 NJ 980 (1977) was obligated to provide a portion of its development as "affordable housing", as those terms were understood by the parties at that time. Largely as a result of market conditions prevailing following Oakwood's court victory, Oakwood did not choose to construct either market units or affordable housing units until recently, although it did obtain all requisite municipal approvals for a development of 1,750 housing units.

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In 1984, respondent O&Y Old Bridge Development Corp., along with respondent Woodhaven Village Inc., commenced suit against the Township of Old Bridge, under the doctrine set forth in Southern Burlington County NAACP v. Township of Mt. Laurel (92 N.J. 158, 1983), which case was finally resolved by a settlement entered into between the Township, the ACLU/Urban League, and the plaintiff developers, O&Y Old Bridge Development Corp. and Woodhaven Village. As a matter of judicial economy and in recognition of the court orders then extant in the Oakwood at Madison case, the comprehensive settlement among the parties referenced the 263 affordable housing units allocated to Oakwood at Madison as a result of its prior litigation and as a result of the agreements entered into between it and the Township of Old Bridge. The sole function of the inclusion of the Oakwood obligation was to set forth, in a single document, all of those elements of which the parties in the litigation had knowledge, which would assist the Township of Old Bridge to meet its total affordable housing obligation, set forth in that settlement as 1,668 units by the year 1992. Notice of the compliance hearing was published in the official newspapers servicing Old Bridge and the ACLU attorneys participating in the case indicated that Mr. Mezey was aware of the compliance package which had been developed, with the assistance of a court appointed master, which resulted in the settlement of the O&Y Old Bridge/Woodhaven Village litigation against Old Bridge Township. **The settlement between those parties did not result in the imposition of any further burden on appellant Oakwood at Madison.**

When appellant Oakwood at Madison filed its initial papers in the Appellate Division, we inquired of the ACLU/Urban League attorneys as to the meaning of this action. We were informed that the matter was of limited concern, in that the dispute was really between Oakwood and Urban League, should be selected between these two parties without too much difficulty. We were assured that a settlement of all issues between Oakwood at Madison and the Urban League would be forthcoming, but that we would be kept informed as to any need for further action on our part. As this court knows from its own review of the record, action in this case consisted largely of a series of motions requesting postponement while the parties worked out various aspects of the settlement. In the interest of judicial economy, no other parties in this case, other than the ACLU/Urban League and Oakwood at Madison prepared response papers, briefs, or arguments in this matter.

On February 13, 1987, the Civic League and Oakwood at Madison came to an agreement, which was filed with the trial court with continuing jurisdiction in this matter. That order provided for a dismissal of all litigation in the Appellate Division concerning this case, and was scheduled for a hearing before the Honorable Eugene B. Serpentelli on April 3, 1987. The Trial Court has now notified all parties that this matter will be adjourned pending a full report from the court appointed matter.

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My concern in this matter arises from the action taken by this Court. On March 23, 1987, I received a copy of an order entered by the Appellate Division, indicating that it would not accept any brief on behalf of O&Y Old Bridge (or, for that matter, any other party to this controversy).

If the Court's understanding of this case is as set forth in Mr. Mezey's letter of April 9, 1987 i.e., that the only part of the January 24, 1986 Order which Oakwood wishes to set aside is that portion which affects them, then O&Y does not object to this Court's Order barring the filing of briefs. If, however, there are wider issues affecting the rights of my client, then O&Y Old Bridge Development Corp. would seek to file a brief and participate in the argument in this case.

I would respectfully suggest that this Court hold all matters in abeyance in this case, pending the outcome of motions made before the trial court. It is quite likely that this matter will be disposed of entirely when those motions are heard, which would be the most economical manner to provide full judicial protection of the rights of all parties. If the matter is not fully settled by the trial court and it is necessary to have the matter argued in the Appellate Division, then O & Y could seek permission to file a brief at that time.

Respectfully,


Thomas Jay Hall

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