

Monroe 1986

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Letter to Court

Attach: 5 copies and an original of Monroe's Brief

Pgs 126

CA000418 B

MARIO APUZZO  
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(201) 521-1900

August 5, 1986

Ms. Elizabeth McLaughlin, Clerk  
Superior Court of New Jersey  
Appellate Division  
Hughes Justice Complex, CN-006  
Trenton, NJ 08625

Re: Urban League of Greater New Brunswick et al., Respondent v.  
The Mayor and Council of the Borough of Carteret et al.,  
Appellant

Dear Ms. McLaughlin:

Enclosed for filing please find an original and five copies of the Township of Monroe's Letter Brief and appendix. Pursuant to R. 2:6-12, I am also serving two copies of this Letter Brief and appendix as per the attached mailing list. There is no transcript in this matter.

Attached to this letter, please find proof of service of these documents.

Thank you for your attention in this matter.

Very truly yours,

  
MARIO APUZZO  
Director of Law  
Township of Monroe

MA:rl  
Encs.

cc: As per Monroe Mailing List

MARIO APUZZO  
ATTORNEY AT LAW  
81 EAST RAILROAD AVENUE  
JAMESBURG, NEW JERSEY 08831

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LETTER BRIEF

August 4, 1986

Superior Court of New Jersey  
Appellate Division  
Docket No. A-5394-94T1  
Urban League of Greater New Brunswick et al., Respondent  
v. The Mayor and Council of the Borough of Carteret et al.,  
Appellant  
Civil Action  
Court Below: Superior Court of New Jersey, Law Division  
Judge Sat Below: Honorable Eugene D. Serpentelli, A.J.S.C.  
Letter Brief for the Township of Monroe, Appellant  
Submitted by: Mario Apuzzo  
Director of Law  
Township of Monroe  
County of Middlesex  
Department of Law  
81 East Railroad Avenue  
Jamesburg, NJ 08831  
(201) 521-1900

To the Honorable Judges of the Appellate Division:

Please accept this Letter Brief in support of the Appeal by The Township of Monroe, Defendant-Appellant, in the above-captioned matter.

  
MARIO APUZZO  
Director of Law of The  
Township of Monroe

MA:rl  
Encs.

cc: As per Monroe Mailing List

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## PROCEDURAL HISTORY

On July 23, 1974, the Plaintiff, Urban League of Greater New Brunswick and other individuals on their own behalf and on behalf of others similarly situated (a class) filed a Complaint against 23 New Jersey municipalities, one of which was the Township of Monroe, (hereinafter referred to as "the Township") challenging zoning and other land use ordinances, policies, and practices of the defendant municipalities on basis of economic and racial discrimination. Claims for relief were based upon N.J.S.A. 40:55-32; Article 1, Paragraphs 1, 5 and 8 of the New Jersey Constitution, 42 U.S.C.A. 1981, 1982 and 3601; and the Thirteenth and Fourteenth Amendments to the United States Constitution. Judgment was rendered in Plaintiffs' favor. There followed an appeal to the Supreme Court which remanded the case back to the Superior Court as part of the resolution of Southern Burlington County, NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983) (hereinafter referred to as ("Mount Laurel II")). After an eighteen day trial in April and May, 1984, this court on July 27, 1984 found the Township to be in violation of Mount Laurel II and ordered it to submit a compliance plan within ninety days. Ms. Carla Lerman was appointed by the court as Master to assist the Township in its compliance effort (Da12-52). The Township Council, after some delays, on March 29, 1985, submitted a compliance plan with the assistance of a professional planner, Hintz-Nelessen Associates, P.C. That plan has been reviewed by Ms. Lerman in her report dated July 1, 1985.

On April 1, 1985, the Mayor and Council of the Township of Monroe respectively appointed and confirmed Mario Apuzzo as the new Director of Law/Township Attorney of the Township of Monroe (Da86-20). Mr. Apuzzo replaced Thomas R. Farino, Jr. in this position.

On April 22, 1985, although he was no longer the Township Attorney, Thomas R. Farino, Jr. filed a Notice of Motion with the Superior Court of New Jersey, Chancery Division, Middlesex/Ocean Counties which resulted in the Order now being appealed (Da26). The Honorable Eugene D. Serpentelli, on May 13, 1985, signed the Order which is the subject of this appeal (Da54-56). This Order was not brought to the attention of the Township of Monroe until June 24, 1985 when Mr. Farino's transmittal letter of June 21, 1985 transmitting the Order was received by the Township Clerk (Da50-12).

On July 29, 1985, the Township of Monroe filed a Notice of Appeal, appealing the May 13, 1985 Order (Da62). On August 7, 1985, the Township of Monroe then filed an Amended Notice of Appeal (Da65). While this attorney recognized that both these Notice of Appeals had been filed beyond the 45-day time limitation of R. 2:4-1, he nevertheless did not file a motion asking for a 30-day extension pursuant to R. 2:4-4 because he received by telephone word from Donna Tarr, the Team 1 Leader, that such a motion was not necessary and that the Appellate Division had accepted the appeal as filed. Ms. Tarr made these statements to this attorney after this attorney explained to her

the circumstances of the Township of Monroe knowing of neither Mr. Farino's Notice of Motion filed on April 22, 1985 nor Judge Serpentelli's Order of May 13, 1985 until the Order was received by the Township Clerk on June 24, 1985 (Da87-30).

Respondent, Carl E. Hintz, and the Urban League of Greater New Brunswick then filed on September 26, 1985 and October 21, 1985, respectively, motions to dismiss the appeal as out of time (Da76 and Da92). This attorney also filed a Notice of Cross Motion to Oppose Motion to Dismiss the Appeal As Out of Time on October 18, 1985 (Da89). On December 13, 1985, the Appellate Division then decided these motions and dismissed the appeal (Da93, Da94, and Da95).

On February 20, 1986, the Supreme Court of New Jersey decided The Hills Development Co. v. Township of Bernards (A-122-85) (and related cases). The Monroe Township Urban League case was one of these related cases (A-127). On or about March 27, 1986, respondent, Carl Hintz, wanting to enforce the May 13, 1985 Order filed an application for an Order to Show Cause to Enforce Litigant's Rights (Da99). Because this attorney decided that the Supreme Court decision of February 20, 1986 made Judge Serpentelli's Order of May 13, 1985 a final one, he filed on behalf of the Township of Monroe on April 7, 1986, a Notice of Appeal again appealing the May 13, 1985 Order (Da102).

## STATEMENT OF FACTS

As a result of the ongoing litigation in Urban League of Greater New Brunswick, et al. v. Borough of Carteret, et al. in which the Township of Monroe is one of many defendants, the Township was found to be in violation of Mt. Laurel II and was ordered by Order and Judgment dated August 13, 1984 to submit a compliance package to the Court (Da10). Ms. Carla Lerman was appointed by the court as Master to assist the Township (Da12-22). On March 29, 1985, the Township Council submitted a compliance plan which had been prepared with the aid of Hintz-Nelessen Associates, P.C., Planners.

The 1984 Local Municipal Budget of the Township of Monroe provided for \$34,700.00 in the category classified as Office of the Township Attorney, Urban League Suit (Da73-30). Vouchers were submitted by Thomas R. Farino, Jr. totaling \$34,625.50 for the period between January 1, 1984 and May, 1984 for legal services relating to the Urban League litigation (Da73-38). Mr. Farino was advised that the remaining available balance from which to pay for his legal services was \$74.50 as of May, 1984 (Da73-50 and Da4).

As the Master, Ms. Lerman was court-appointed, no allowance was ever made in the Municipal Budget for payment for her services (Da75-18). No Purchase Orders, required by established procedures, were ever created to encumber funds for payment of Ms. Lerman. (Da74-56 and Da75-1). Further, no Purchase Orders

exist for the services of the Planner, Mr. Carl E. Hintz, and the Township Business Administrator was never informed that Mr. Hintz had been employed by the Township Council (Da75-28). No provisions were ever made in the 1984 Monroe Township Municipal Budget to pay for any of these professional services (Da75-18). In his Order of May 13, 1985, the Honorable Eugene D. Serpentelli, A.J.S.C. ordered Monroe Township to pay \$23,893.00 to Thomas R. Farino, Esq.; \$10,248.42 to Carl E. Hintz; and \$6,839.55 to Carla Lerman (Da51).

As of April 1, 1985, Thomas R. Farino, Esq. was no longer attorney for the Township of Monroe. Mario Apuzzo assumed responsibility for representation of the Township in Urban League, as well as other matters, as of April 1, 1985 (Da86-20). On April 22, 1985, Thomas R. Farino filed a Notice of Motion with the Superior Court of New Jersey which resulted in the Order now being appealed (Da26). In this Notice of Motion, Mr. Farino held himself out as the "Attorney for Township of Monroe" even though he knew that Mario Apuzzo was such attorney and not he (Da26-14). Mr. Farino did not advise this attorney nor did he give the Mayor and Council any official notice that he had filed such a motion. The May 13, 1985 Order was not brought to the attention of the Township of Monroe until June 24, 1985 when Mr. Farino's transmittal letter of June 21, 1985 transmitting the Order was received by the Township Clerk (Da50-12).

## LEGAL ARGUMENT

### POINT I

THIS COURT'S ORDERS OF DECEMBER 13, 1985 DISMISSING THE APPEAL OF THE MAY 13, 1985 ORDER DO NOT PRECLUDE THE REFILEING OF THIS APPEAL WHICH WAS DONE ON APRIL 7, 1986.

This court's Order on Motion No. M-575-85 states: "If this appeal is from an interlocutory order, it was brought without leave and should be dismissed. Frantzen v. Howard, 132 N.J. Super. 226 (App. Div. 1975). If the order from which the appeal was taken was the equivalent of a final judgment, the appeal was, in any event, out of time. The appeal is dismissed."

We submit that the May 13, 1985 Order was an interlocutory one at the time the defendant, Township of Monroe, filed its first appeal of this Order on July 29, 1985. In Adams v. Adams, 53 N.J. Super. 424, 429, cert. denied, 30 N.J. 151 (1959), the court stated that an interlocutory judgment is defined as one "given in the middle of a cause on some plea, proceeding or default which is only intermediate and does not finally determine or complete the suit. Such orders or decrees relate to questions of law or practice settling only some intervening matter, collateral to the issue and not touching the merits of the action." This Order clearly did not dispose of the issues Monroe Township was faced with in Urban League of Greater New Brunswick, et al. v. Borough of Carteret, et al., consolidated with Southern Burlington County NAACP, et al. v. Township of Mt. Laurel, et al., 92 N.J. 158 (1983) ("Mt. Laurel II"). This Order did not decide whether Monroe Township complied with the dictates of Mount Laurel II.

This Order did not give the plaintiffs or defendants in the Mt. Laurel II litigation any relief which would have ended the litigation as to all issues and all parties. Instead, this was only an Order directing that Monroe Township make certain payments, to certain professionals who provided various services during the Mt. Laurel II litigation. Whether or not the Township of Monroe pays these professionals is certainly a collateral issue to the whole Mt. Laurel II litigation and does not finally determine or complete the suit. The payment issue in no way goes to the merit of the Mt. Laurel II action. Also, the December 13, 1985 Orders do not state that the appeal is dismissed with prejudice.

The New Jersey Supreme Court's opinion in The Hills Development Co. v. Township of Bernards (A-122-85) (and related cases) was decided on February 20, 1986. This decision did finalize the Mt. Laurel II litigation so that the May 13, 1985 Order now became ripe for appeal. Assuming that the parties can resolve their differences before the newly created Council on Affordable Housing, there is nothing left for the courts to do in this case.

POINT II

THE TRIAL COURT LACKED THE AUTHORITY TO ISSUE AN ORDER REQUIRING THE TOWNSHIP OF MONROE TO MAKE PAYMENTS OF MONIES AS DIRECTED THEREIN BECAUSE TO COMPLY WITH THE LOCAL BUDGET LAW (N.J.S.A. 40A:4-1 to 87), NEITHER THE COUNCIL NOR THE MAYOR CAN EXPEND ANY MONEY TO PAY FOR THE SERVICES PERFORMED BY THOMAS R. FARINO, CARLA LERMAN, OR CARL E. HINTZ, FOR TO DO SO WOULD INVOLVE AN EXPENDITURE OF MONEY FOR A PURPOSE FOR WHICH NO APPROPRIATION WAS PREVIOUSLY PROVIDED.

As to the incurring of expenses for which no appropriation has been made, N.J.S.A. 40A:4-57 provides that:

No officer, board, body or commission shall, during any fiscal year, expend any money (except to pay notes, bonds or interest thereon), incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose for which no appropriation is provided, or, in excess of the amount appropriated for such purpose. Any contract made in violation hereof shall be null and void, and no monies shall be paid thereon. . . .

Appropriations can be made not only in the annual budget itself but pursuant to the emergency appropriation authority of N.J.S.A. 40A:4-46, which provides that:

A local unit may make emergency appropriations, after the adoption of a budget, for a purpose which is not foreseen at the time of the adoption thereof, or for which adequate provision was not made therein. Such an appropriation shall be made to meet a pressing need for public expenditure to protect or promote the public health, safety, morals or welfare or to provide temporary housing or public assistance prior to the next succeeding fiscal year. . . .

Mount Laurel Twp. v. Local Finance Bd. ("Mount Laurel Twp.") (1979) 79 N.J. 397 (1979), aff'd. 166 N.J. Super. 254 (A.D. 1978), citing Home Owners Construction Co. v. Glen Rock, 34.N.J. 305 (1961)<sup>1</sup> and Essex County Bd. of Taxation v. Newark, 73 N.J. 69 (1977).<sup>2</sup> Hence, only under limited circumstances, not here applicable, may a municipal expenditure be made prior to an appropriation.

In Mount Laurel Twp., the Local Finance Board ("Board") disapproved an emergency ordinance appropriating \$108,000 for payment of expenses incurred by the Township of Mount Laurel in connection with the nine-week trial of South Burlington NAACP, etc. v. Mt. Laurel Township, Docket No. L-25791-70 P.W. which commenced in May 1977 and concluded in July 1977. Although the total trial expenses exceeded the budget by over \$100,000 no attempt was made to appropriate funds for the payment thereof until after the trial when an emergency ordinance was passed.

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1 In Home Owners Construction Co., the Supreme Court stated that a contract or expenditure by a municipality may be made prior to an appropriation therefor if the municipality is experiencing a bona fide emergency or the expenditure will only be for an incidental alteration during public works and the expenditure is reasonable and in the public interest.

2 In Essex County Board of Taxation, the Supreme Court stated that a municipality can contract or expend funds prior to an appropriation therefor if there is a legislative mandate requiring an expenditure and there are available funds for financing the expenditure which may be owed to the municipality and diverted to the creditor.

These trial expenses included expenses for services performed by experts as well as outside legal counsel. The court said that "even if the trial expenses were not anticipated when the budget was adopted, (footnote) the necessary funds could have been appropriated by the emergency appropriation techniques before the point at which the additional expenses were incurred and before outside counsel and additional experts were retained." Id. at 257 (emphasis supplied). The court added that surely the municipality must have known prior to the trial that it was about to exceed the legal expense line item. Id. Finally, the court concluded that the Board acted properly in disapproving the emergency ordinance because it was adopted after the unappropriated liability had been contracted for and actually incurred. Id.

We recognize that in Essex County Board of Taxation v. Newark, 73 N.J. 69 (1977), the Court in effect allowed the expenditure of municipal funds without there being a prior appropriation therefor. But the Court was able to allow this because that case involved special circumstances which do not exist in the case before us. There the City of Newark was compelled by state statute to expend its monies for a legislatively mandated revaluation program. The Court was also able to find a means to fund the contractual obligation by diverting to the Essex County Board of Taxation for financing the obligation the tax revenues distributable by the State Treasurer to the city for its general purposes under N.J.S.A. 54:11D-1 et

seq. Even the Court admitted that it was presented with "peculiar circumstances" in that case. Id. at 75. In the absence of these exceptional circumstances, we submit that the decision of Essex Cty. Bd. of Taxation v. Newark, 139 N.J. Super, 264 (App. Div. 1976) is applicable. In that decision the Court stated: "We are satisfied that a court may not. . . ignore the legislative declared public policy that an appropriation by the municipality's governing body precede any disbursement of municipal funds." Id. at 275. The court should reject any argument that the Council of Monroe Township can still pass an emergency appropriation because it has not yet expended or disbursed any funds. N.J.S.A. 40A:4-57 lists as prohibited acts if no appropriation is made before hand: "expend any money. . . , incur any liability, or enter into any contract. . ." The statute also states that "Any contract made in violation hereof shall be null and void, and no moneys shall be paid thereon." Hence, we can see that expenditure is not the only means to violate the statute but also merely creating the liability. Finally, it should be noted that this decision offers a procedure which if followed in the case before us, we would not be in this problem of overexpenditure: "the trial court has full power, if it but exercise it, to compel the required appropriation to be made." Id. This should, however, have been done before the Township of Monroe incurred the liabilities in question.

It would be contrary to N.J.S.A. 40A:4-57 for the Township to now expend monies to comply with the Court Order because there

were no funds appropriated in the budget prior to incurring the expense for services performed by Thomas R. Farino, Carla Lerman, and Carl E. Hintz. The 1984 Local Municipal Budget of the Township made provision for \$34,700.00 for legal services in the Urban League suit (Da73-30). The Township was aware that it was about to exceed the legal expense line item and that no funds were appropriated for services by a professional planner or master (Da 15,16). Mr. Farino was advised that his vouchers for withdrawals from the Urban League account for 1984 had reached a total of \$34,625.50 as of May, 1984 and that the remaining balance was \$74.50 (Da73-50 and Da4). Also, the Township never voluntarily retained the services of either Mr. Hintz or Ms. Lerman. Only the Mayor has the authority to enter into contracts to hire administrative professionals and this was never done. See Indyk v. Klink, 121 N.J. Super. 314, 297 A.2d 5 (App. Div. 1972). Rather, their services were imposed on the Township by the Court. Mt. Laurel Twp. v. Local Finance Bd., Id. at 257. The needed funds could have been appropriated by the emergency appropriation technique prior to incurring the expense and before further legal services by Mr. Farino and planning services by Ms. Lerman and Mr. Hintz were performed. The governing body did not appropriate funds for the expenditure of monies to pay for the services of Thomas R. Farino, Esq., Carla Lerman, and Carl E. Hintz prior to their performing the services for the Township and may not do so now nor may it expend such monies now (See In the Matter of: State Grand Jury Investigation Concerning Township of

North Bergen Municipal Budget overexpenditures, Da33) ("If it is not a situation where an emergency appropriation or transfer is proper, it is the responsibility of the elected governing body to see to it that the bill is not paid and the expenditure is not made" (Da43-22). See also, Bauer v. City of Newark, 7 N.J. 426 (1951) ("The law will not imply a promise to pay when that course would flout an explicit statutory mandate; and. . . there can be no recovery on a quantum meruit.")) and Gavett v. Hoboken, 47 N.J. Super. 596 (L. Dir 1957) (holding that where no appropriation was made by city prior to employment for engineering services, no recovery could be had on such services by virtue of R.S. 40:2-29 providing that no officer or body of a municipality during any fiscal year may incur any liability for any purpose for which no appropriation is provided in the budget).

### POINT III

THE MAY 13, 1985 ORDER FOR PAYMENTS SHOULD BE VOIDED BECAUSE THE DEFENDANT TOWNSHIP OF MONROE WAS NOT AFFORDED NOTICE OF AND AN OPPORTUNITY TO BE HEARD IN THE MOTION PROCEEDINGS WHICH PRODUCED THE ORDER.

The issue of notice and opportunity to be heard in motion practice was dealt with in Zon. Bd. of Adj. v. Service Elec. Cable T.V., 198 N.J. Super. 370, 487 A. 2d 331 (App. Div. 1985). The Court stated that: "It is fundamental that with certain exceptions, a party making a motion in a civil matter must serve all parties who had appeared not later than 14 days before the return date. R. 1:5-1; R. 1:6-3. Failure to comply with this requirement may result in dismissal of the motion. R. 1:2-4." Id. at 335. The Court found that one of the parties was never properly served with the Notice of Motion and that no proof of service appeared in the record. The court added that the trial court abused its discretion by not dismissing the motion or at least postponing decision until the party had an opportunity to appear and be heard in opposition to it. Id. The Court also stated that due process demanded nothing less Id. Finally, it said that noncompliance with the service requirements for motions clearly caused the party demonstrable prejudice by denying it the opportunity for at least oral if not written argument in opposition to the motion. Id. at 335-36. See also, Conklin v. Automotive Conveying of N.J., 71 N.J. Super. 153, 17 A.2d 513 (App. Div. 1961) (every litigant is entitled to notice as to every motion affecting him).

The May 13, 1985 Order was obtained through the former

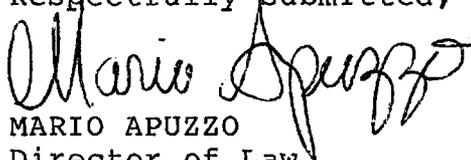
Township Attorney's Motion filed April 22, 1985 (Da26). The motion papers are devoid of any proof of service on the defendant, Monroe Township (Da29). On April 22, 1985, Mr. Farino was no longer the Township Attorney for Monroe Township, Mario Apuzzo having assumed the post beginning April 1, 1985. Mr. Farino was also applying at the time for an Order that was prejudicial to his former client and failed to give any notice of what he was doing to this attorney or to the Mayor, Peter P. Garibaldi. Because the Township had no knowledge of the motion, it never appeared in the proceedings to contest the Order. It is true that the President of the Council had notice of the motion, he providing an affidavit therefor. This does not however mean that the Township of Monroe was properly served. Clearly the Township attorney should have been given notice so that he could have taken appropriate steps to protect the interests of his client, the Township of Monroe. Because the Township had no knowledge of the motion, it was denied due process when the Order was entered against it. The Order should therefore be stricken.

Finally, the defendant, Monroe Township, has attached to this Letter Brief in the Appendix numerous exhibits which are relevant in this matter. We recognize that many of these documents are not part of the "record" below. We submit, however, that these documents would have been presented to the trial court if the Township of Monroe would have had knowledge of Mr. Farino's motion. The Court should therefore in the interest of fundamental fairness and justice allow the defendant now to supplement the record.

CONCLUSION

For the foregoing reasons, it is respectfully requested of this Honorable Court that the May 13, 1985 Order issued by the Court below be vacated, relieving the Township of Monroe of the payment obligations imposed by that Order.

Respectfully submitted,

  
MARIO APUZZO  
Director of Law

MA:rl  
Encls.

cc: As per Monroe Mailing List

MAILING LIST

Urban League of Greater New Brunswick  
et als. v. Monroe Township et als.,  
Docket Nos. C-4122-73, L-076030-83 PW,  
L-28288-84, and L-32638-84 P.W.

---

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Monroe Township Council  
c/o Mary Carroll, Clerk  
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April 5, 1976

WHEREAS, in the opinion of the Township Attorney for the Township of Monroe a prudent course of action in said suit would be one in which the Township of Monroe would be absolved of any liability,

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Monroe that the Township Attorney be and is hereby authorized to engage in settlement proceedings with all parties involved in the North American Revaluation suit.

Copy of Resolution duly filed.

UPON MOTION made by Councilman Frederic R. Brewer and seconded by Councilman Gustave W. Knauth, a Resolution was adopted regarding the need for low and moderate income housing, as hereinbelow set forth.

- Roll Call     Aye     Councilman Frederic R. Brewer
- Aye     Councilman Gustave W. Knauth
- Aye     Councilman Ben A. Roth
- Aye     Councilman William J. Ryan
- Aye     Council President Michael J. Dipierro

RESOLUTION as follows:

#94

RESOLUTION CERTIFYING THE NEED FOR LOW AND MODERATE INCOME HOUSING IN THE TOWNSHIP OF MONROE, COUNTY OF MIDDLESEX.

WHEREAS, pursuant to the provisions of the New Jersey Housing Finance Agency Law of 1967, (Chapter 81, P.L. 1967), no application for a loan for the construction or rehabilitation of a housing project to be located in any municipality will be processed unless there is filed with the Secretary of the Agency a certified copy of a resolution adopted by said municipality reciting the need for low and moderate income housing in said municipality,

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Monroe that they find and certify that there is a need for low and moderate income housing projects in the Township of Monroe.

BE IT FURTHER RESOLVED that the Clerk of the Township of Monroe be and is hereby authorized and directed to file a certified copy of this resolution with the Secretary of the New Jersey Housing Finance Agency.

Copy of Resolution duly filed.

UPON MOTION made by Councilman Ben A. Roth and seconded by Councilman Frederic R. Brewer, a Resolution was adopted regarding the contract of the Township Planner, as hereinbelow set forth.

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April 5, 1976

Roll Call    Aye    Councilman Frederic R. Brewer  
                  Aye    Councilman Gustave W. Knauth  
                  Aye    Councilman Ben A. Roth  
                  Aye    Councilman William J. Ryan  
                  Aye    Council President Michael J. Dipierro

10

RESOLUTION as follows:

#95

RESOLUTION AUTHORIZING MONROE TOWNSHIP PLANNING BOARD TO  
EXTEND THE CONTRACT OF PROFESSIONAL PLANNER TO DECEMBER 31,  
1976.

WHEREAS, Joshua Siegel is presently under contract  
with the Planning Board of the Township of Monroe as a  
professional planner, and

2c

WHEREAS, Joshua Siegel has performed work regarding  
a new master plan and zoning ordinance for the Township of  
Monroe, and

WHEREAS, the Urban League trial of which the Township  
of Monroe is a party will ultimately effect the results of the  
new master plan and zoning ordinance, and

WHEREAS, the State Legislature has recently enacted  
a new Land Use Law which will result in substantial changes to  
the new master plan, zoning ordinance and Planning Board  
responsibilities, and

3c

WHEREAS, it would be in the best interest of the  
Township of Monroe to retain the services of Joshua Siegel  
during the transition period brought about by said changes,

NOW THEREFORE BE IT RESOLVED by the Township Council  
of the Township of Monroe that the Township Council hereby  
authorize the Planning Board of the Township of Monroe to  
extend the contract of the professional planner, Joshua Siegel  
to December 31, 1976.

4c

Copy of Resolution duly filed.

UPON MOTION made by Councilman William J. Ryan and seconded by  
Councilman Ben A. Roth, a Resolution was adopted regarding a  
sewage study of the Upper Millstone River Region, as hereinbelow  
set forth.

5c

Roll Call    Aye    Councilman Frederic R. Brewer  
                  Aye    Councilman Gustave W. Knauth  
                  Aye    Councilman Ben A. Roth  
                  Aye    Councilman William J. Ryan  
                  Aye    Council President Michael J. Dipierro

RESOLUTION as follows:

#96

6c

Council President Michael J. Dipierro opened the meeting for Public Discussion.

Austin Dooley discussed school taxes and wanted to know what has happened to the Master Plan.

Mayor Peter P. Garibaldi explained that the Master Plan was deferred due to the Urban League Case. 10

A discussion was held on the status of the Master Plan.

Councilman Ben A. Roth was of the opinion that the Planner's voucher should not be paid until something is seen.

Council President Michael J. Dipierro brought out that Attorney Farino advised that the Planner was needed in the Urban League case.

Charles W. Case wanted to know if compliance would be made with Judge Furman's decision. 20

Township Attorney Thomas R. Farino Jr. explained that the municipality will try to comply.

Mayor Peter P. Garibaldi brought out that the Planner was to send a memo to the Clerk and Council regarding Furman's decision.

Councilman Ben A. Roth considered that all Boards should send minutes to the Clerk for distribution to the Council. 30

Council President Michael J. Dipierro discussed the Board of Education vs. the Township Squatters Rights to the Administrative Building and further discussed the Board of Education Resolution giving approval to Central Monroe Fire Company to construct a building. Mr. Dipierro brought out that he questioned construction of a \$30,000 building with no rights and wanted to know who will fund the Fire Company.

Mayor Peter P. Garibaldi requested the Administrator for an accounting of expenses of the Fire Company. 40

Township Attorney Thomas R. Farino Jr. explained that the Jones Landfill suit was adjourned for one month.

Township Attorney Thomas R. Farino Jr. reported on the Toto Bros. decisions. Mr. Farino explained that Judge Furman was of the opinion that Judge Stromstos legal opinion would prevail as it was a later decision than his, and that it was a policy decision for the Council.

Council President Michael J. Dipierro announced that the agenda meeting will be held on Wednesday, June 2, 1976 and the regular meeting of the Council will be held on Wednesday, June 9, 1976 at 8:00 P.M. at the Municipal Building instead of on Monday, June 7, 1976 due to the Primary Election. 50

MAY 22, 1984 LETTER OF JOSEPH  
R. SCRANTON.



# Township of Monroe

County of Middlesex

ADMINISTRATIVE OFFICES:

Municipal Complex  
Perrineville Road  
Jamesburg, N.J. 08831  
(201) 521-4400

PETER P. GARIBALDI  
Mayor

JOSEPH R. SCRANTON  
Administrator

TO: Thomas R. Farino, Jr. - Township Attorney  
FROM: Joseph R. Scranton - Business Administrator  
RE: Vouchers for Mount Laurel Litigation  
DATE: May 22, 1984

Please find attached a copy of your most recent Voucher for the above referenced case. You will note that the payment amount has been adjusted to \$8850.00. Payment of this amount will leave a balance of \$74.50 in the account. We should discuss this matter in terms of the budget allocations and the current available balance.

Respectfully,

JOSEPH R. SCRANTON  
BUSINESS ADMINISTRATOR

JRS:am

attached: Copy of Voucher

cc: Peter P. Garibaldi, Mayor  
Urban League Suit File ✓

**VOUCHER**

PURCHASE ORDER NUMBER  
**8413597**

NEW JERSEY 08831

FOR GOODS OR SERVICES

THOMAS R. FARINO, JR., ESQUIRE  
Cor. Applegarth & Half Acre Roads  
Cranbury, New Jersey 08512

**VENDOR DECLARATION:** I CERTIFY THAT THE WITHIN VOUCHER IS CORRECT IN ALL ITS PARTICULARS; THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED, AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID VOUCHER.

**PAYMENT PROCEDURE:**

1. TO BE CONSIDERED FOR PAYMENT PROPERLY EXECUTED VOUCHERS MUST BE SUBMITTED ON OR BEFORE THE 20TH OF THE MONTH.
2. VOUCHERS ARE PRESENTED TO THE COUNCIL FOR CONSIDERATION OF PAYMENT AT THEIR AGENDA MEETING WHICH IS HELD ON THE LAST WEDNESDAY OF EACH MONTH.
3. MEETINGS ARE HELD ON THE FIRST MONDAY OF EACH MONTH FOR PAYMENT OF BILLS.

AND BILL TO:

Township of Monroe  
Municipal Complex  
Jamesburg, N.J. 08831

*[Signature]* Twp. Attorney 5/21/84  
PAYEE SIGNATURE TITLE DATE  
RETURN THIS VOUCHER TO THE ABOVE ADDRESS

P.O. #	ACCOUNT #	VENDOR #	P.O. DATE	BUD. YR.	P.O. AMOUNT
13597	024-0402-222	0308	1/25/84	84	
					32-40 - 41+ 20
					42-50 - 51+

DELIVERY REEDED	REQ. NO.	DEPARTMENT	REQUISITIONED BY	CONTRACT	BID	QUOTE
		0401	Thomas R. Farino, Jr.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

QUANTITY	UNIT	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
		<u>MT. LAUREL LITIGATION</u>		
		URBAN LEAGUE LITIGATION & MONROE DEVELOPMENT LITIGATION		30
		133 hours X \$75.00/hour =		<del>\$9,975.00</del>
		ACTUALLY PAID		
		118 Hours X 75.00/Hour =		8850.00
		BALANCE UNPAID = \$1125.00		50

RECEIVED BY: \_\_\_\_\_ TREASURER: \_\_\_\_\_ **8850.00**

MUNICIPALITY WE ARE EXEMPT BY STATUTE FROM PAYMENT OF ALL FEDERAL, STATE AND MUNICIPAL TAXES. N.J. TAX EXEMPT NO. 22-6002092 TOTAL **8850.00**

I CERTIFY THAT THE ABOVE ARTICLES HAVE BEEN RECEIVED OR THE SERVICES RENDERED, AND DELIVERY SLIPS AUDITED.  
*[Signature]* 5/21/84  
T. HEAD DATE

I CERTIFY THAT THIS VOUCHER IS CORRECT AND JUST, AND PAYMENT APPROVED.  
*[Signature]* 5-22-84  
AUTHORIZED SIGNATURE DATE

ORIGINAL VOUCHER

20a

ORDER AND JUDGEMENT DATED  
AUGUST 13, 1984

FILED 8/13/84  
E. D. SERPENTELLI, J.S.C.

BARBARA J. WILLIAMS, ESQ.  
JOHN M. PAYNE, ESQ.  
Constitutional Litigation Clinic  
Rutgers Law School  
15 Washington Street  
Newark, New Jersey 07102  
(201) 648-5687

BRUCE S. GELBER, ESQ.  
National Committee Against Discrimination  
in Housing  
733 - 15th Street, N.W., Suite 1026  
Washington, D.C. 20005  
(202) 783-8150

ATTORNEYS FOR URBAN LEAGUE PLAINTIFFS

URBAN LEAGUE OF GREATER  
NEW BRUNSWICK, et. al.,  
  
Plaintiffs,  
  
vs.  
  
THE MAYOR AND COUNCIL OF THE  
BOROUGH OF CARTERET, et. al.,  
  
Defendants.

SUPERIOR COURT OF  
NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX/OCEAN  
COUNTIES

Docket No. C4122-73

JOSEPH MORRIS AND ROBERT  
MORRIS,  
  
Plaintiffs,  
  
vs.  
  
THE TOWNSHIP OF CRANBURY  
IN THE COUNTY OF MIDDLESEX,  
A Municipal Corporation of  
the State of New Jersey,  
  
Defendant.

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN  
COUNTIES

Docket No. L054117-  
83

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6a

GARFIELD & COMPANY

Plaintiff,

vs.

MAYOR AND THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY, A Municipal Corporation and the Members thereof; PLANNING BOARD OF THE TOWNSHIP OF CRANBURY, and the members thereof,

Defendants.

SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX/OCEAN COUNTIES

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Docket No. L055956-83 P.W.

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BROWING FERRIS INDUSTRIES OF SOUTH JERSEY, INC., A Corporation of the State of New Jersey, RICHCRETE CONCRETE CO., A corporation of the State of New Jersey, and MID-STATE FILIGREE SYSTEMS, INC., A Corporation of the State of New Jersey,

vs.

CRANBURY TOWNSHIP PLANNING BOARD AND THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY,

Defendants.

SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX/OCEAN COUNTIES

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Docket No. L058046-83 P.W.

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CRANBURY DEVELOPMENT CORPORATION, A Corporation of the State of New Jersey,

Plaintiff,

vs.

CRANBURY TOWNSHIP PLANNING BOARD AND THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY,

Defendants.

SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX/OCEAN COUNTIES

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Docket No. L59643-83

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CRANBURY LAND COMPANY, a  
New Jersey Limited  
Partnership,

Plaintiff,

vs.

CRANBURY TOWNSHIP, A  
Municipal Corporation of the  
State of New Jersey located  
in Middlesex County, New  
Jersey,

Defendant.

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN  
COUNTIES

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Docket No. L070841-  
83

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MONROE DEVELOPMENT  
ASSOCIATES,

Plaintiff,

vs.

MONROE TOWNSHIP,

Defendant.

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN  
COUNTIES

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Docket No. L-076030-  
83PW

LAWRENCE ZIRINSKY,

Plaintiff,

vs.

THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY, A  
Municipal Corporation and THE  
PLANNING BOARD OF THE TOWN-  
SHIP OF CRANBURY,

Defendants.

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN  
COUNTIES

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Docket No. L079309-  
83 PW

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TOLL BROTHERS, INC., A  
Pennsylvania Corporation,

Plaintiff,

vs.

THE TOWNSHIP OF CRANBURY IN  
THE COUNTY OF MIDDLESEX, A  
Municipal Corporation of the  
State of New Jersey, THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY AND THE  
PLANNING BOARD OF THE TOWN-  
SHIP OF CRANBURY,

Defendants.

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN  
COUNTIES

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Docket No. L005652-  
84

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LORI ASSOCIATES, A New Jersey  
Partnership; and HADB  
ASSOCIATES, a New Jersey  
Partnership,

Plaintiffs,

vs.

MONROE TOWNSHIP, A municipal  
corporation of the State of  
New Jersey, located in  
Middlesex County, New Jersey,

Defendant.

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN  
COUNTIES

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Docket No. L-28288-  
84

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GREAT MEADOWS COMPANY, A New  
Jersey partnership; MONROE  
GREENS ASSOCIATES, as tenants  
in common; and GUARANTEED  
REALTY ASSOCIATES, INC., a  
New Jersey Corporation,

Plaintiffs,

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN  
COUNTIES

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Docket No. L-32638-  
84 P.W.

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vs.

MONROE TOWNSHIP, a municipal corporation of the State of New Jersey, located in the State of New Jersey, located in Middlesex County, New Jersey,

Defendant.

ORDER AND JUDGMENT AS TO MONROE AND CRANBURY TOWNSHIPS

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The above entitled matters having been tried before this Court commencing on April 30, 1984 pursuant to the remand of the Supreme Court in Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983) (Mount Laurel II), the Court having heard and considered the testimony and evidence adduced during the trial, and the Court having rendered its opinion in a letter opinion dated July 27, 1984,

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IT IS, THEREFORE, ON THIS 13 DAY OF August, 1984 ORDERED AND ADJUDGED AS FOLLOWS:

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1. Based on the fair share methodology set forth and fully described in this Court's opinion in AMG Realty Company, et. al. v. Township of Warren, Docket Nos. L-23277-80 PW and L-67820-80 PW, dated July 16, 1984, the Township of Monroe's fair share of the regional need for low and moderate income housing for the decade of 1980 to 1990 is 774 housing units, representing 201 units of indigenous and surplus present need and .573 units of prospective need.

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2. Based on the fair share methodology set forth and fully described in this Court's opinion in AMG Realty

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Company, et. al. v. Township of Warren, supra, the Township of Cranbury's fair share of the regional need for low and moderate income housing for the decade of 1980 to 1990 is 816 housing units, representing 116 units of indigenous and surplus present need and 700 units of prospective need.

3. The total fair share for the Township of Monroe of 774 units shall consist of 387 low cost units and 387 moderate cost units. The total fair share for the Township of Cranbury of 816 units shall consist of 408 low cost units and 408 moderate cost units. Use of the terms "low and moderate" shall be generally in accordance with the guidelines provided by the Supreme Court in Mount Laurel II at p. 221, n. 8.

4. The Township of Monroe's zoning ordinance and land use regulations are not in compliance with the constitutional obligation set forth in Mount Laurel II in that they do not provide a realistic opportunity for satisfaction of the township's fair share of the regional need for lower income housing.

5. The Township of Cranbury's zoning ordinance and land use regulations are not in compliance with the constitutional obligation set forth in Mount Laurel II in that they do not provide a realistic opportunity for satisfaction of the township's fair share of the regional need for lower income housing.

6. The Townships of Monroe and Cranbury shall, within 90 days of the filing of this Court's letter opinion of July 27, 1984, revise their zoning ordinances to comply with

Mount Laurel II. Both townships shall provide for adequate zoning to meet their fair share obligation, shall eliminate from their ordinances all cost generating provisions which would stand in the way of the construction of lower income housing and shall, if necessary, incorporate in the revised ordinances all affirmative devices necessary to lead to the construction of their fair share of lower income housing.

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7. Carla L. Lerman, of 413 Englewood Avenue, Teaneck, New Jersey 07666, is hereby appointed as the master to assist the Township of Monroe in revising its zoning ordinance to comply with this Order and Judgment. Philip B. Caton, of 342 West State Street, Trenton, New Jersey 08618, is hereby appointed as the master to assist the Township of Cranbury in revising its zoning ordinance to comply with this Order and Judgment.

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8. The issue of the right to a builder's remedy with respect to both municipalities shall be reserved pending completion of the revision process. To the extent any of the developer-plaintiffs are not voluntarily granted a builder's remedy in the revision process, each master shall report to the Court concerning the suitability of that builder's site for the construction of Mount Laurel housing. As to the issue of priority among builders for a builder's remedy in Cranbury, Mr. Caton shall make recommendations as to the relative suitability, from a planning standpoint, of each builder's site.

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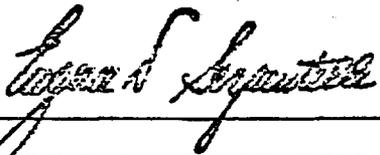
9. At the conclusion of the 90 day revision period, or upon enactment of the revised ordinance, whichever occurs

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first, a hearing shall be scheduled, on notice to all parties, to determine whether each township's revised zoning ordinance conforms to this Order and Judgment and to the guidelines of Mount Laurel II. All builder's remedy issues regarding either municipality shall be considered as part of this compliance hearing.

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\_\_\_\_\_  
EUGENE D. SERPENELLI, J.S.C.

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*File Copy*

LETTER DATED SEPTEMBER 19, 1984  
OF JOSEPH R. SCRANTON



# Township of Monroe

County of Middlesex

ADMINISTRATIVE OFFICES:

Municipal Complex  
Perrineville Road  
Jamesburg, N.J. 08831  
(201) 521-4400

PETER P. GARIBALDI  
Mayor

JOSEPH R. SCRANTON  
Administrator

TO: Thomas R. Farino, Jr., Township Attorney  
FROM: Joseph R. Scranton, Business Administrator  
DATE: September 19, 1984  
RE: Urban League - Payment Requests  
Carla L. Lerman, \$297.55

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Please find attached your original letter to me dated September 14, 1984 with letter invoice of September 9, 1984 from Ms. Carla Lerman, and accompanying support date from Michael J. Tobia.

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I have discussed this matter with Mayor Garibaldi and been advised to return this material to your office. In that the Township did not retain the services of Ms. Lerman and made no budgetary provision to accommodate this bill, we will have no ability to issue payment. The Mayor also pointed out that Ms. Lerman's services were not retained by the Township and that she should seek reimbursement from her actual client.

Respectfully

*Joseph R. Scranton*  
JOSEPH R. SCRANTON  
Business Administrator

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JRS:dma  
Attachments

cc: Peter P. GARibaldi, Mayor ✓  
Admin. File Copy

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*Township of Monroe*  
County of Middlesex

THOMAS R. FARINO, JR.  
Director

DEPARTMENT OF LAW: CORNER APPEGARTH AND  
HALF ACRE ROADS  
CRANBURY, NEW JERSEY 08512  
(609) 655-2700

September 14, 1984

Mr. Joseph R. Scranton  
Municipal Complex  
Perrineville Road  
Jamesburg, New Jersey 08831

Re: Urban League

Dear Joe:

Enclōsed please find billing statement I received from Carla L. Lerman for professional services rendered in connection with the above captioned matter together with copy of paid bill of Michael Tobia.

Thank you for your kind attention to this matter.

Very truly yours,

THOMAS R. FARINO, JR.  
Township Attorney

TRF/kg  
Enc.

CARLA L. LERMAN  
413 W. ENGLEWOOD AVENUE  
TEANECK, NEW JERSEY 07666

September 9, 1984

Thomas R. Farino, Jr., Esq.  
Cor. Applegarth and Half Acre Roads  
Cranbury, New Jersey 08512

Dear Mr. Farino,

I am submitting herewith my statement for professional services performed in the trial of Urban League of Greater New Brunswick v. Carteret et al. I have also included one half the cost of recomputing the commutersheds for Monroe and Cranbury, and for preparing the map which you requested. The bill from Michael Tobia for the mapping work, which I have already paid, is enclosed.

April 16 and 30, 1984  
May 3 and 9, 1984

Attendance and testifying at trial:

31 hours \$2170.

Billed equally to twelve parties:

$\$2170. \div 12$  \$180.80

Revision of commutersheds and preparation of map, as requested:

2 hours 140.  
map 93.50  
\$233.50

Billed equally to two parties: \$116.75

Total \$297.55

The bill that I submitted in May, 1984, for work performed from August 1983 through March 1984, is still outstanding.

I appreciate your consideration in this matter.

Sincerely,



Carla L. Lerman

enc.

cc: Hon. Eugene D. Serpentelli, J.S.C.

MICHAEL J. TOBIA  
COMMUNITY PLANNING SERVICES  
25 SHERMAN AVENUE  
CEDAR GROVE, NEW JERSEY 07009  
(201) 857-0535

May 14, 1984

Carla L. Lerman  
413 West Englewood Avenue  
Teaneck, New Jersey 07666

Dear Carla:

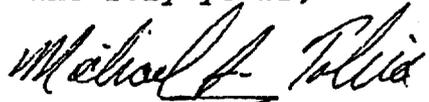
Below is my bill for the additional work you requested concerning Cranbury and Monroe. Wages are calculated at the rate of \$15.00 per hour.

- 1. Redrawing commutersheds for Cranbury and Monroe . . . . 2 hours - \$30.00
- 2. Drafting and mapping of Cranbury and Monroe regions (using 30 and 45 minute drive times) 4 hours - \$60.00

Wage total . . . . . \$90.00  
Documents (map purchase) 3.50  
Total . . . . . \$93.50

Good luck with the ongoing debate over Ocean County. If you need additional help, please feel free to call.

Sincerely yours,



Michael J. Tobia

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PAUL LERMAN  
CARLA L. LERMAN  
413 WEST ENGLEWOOD AVE.  
TEANECK, N.J. 07666

3217

6/6 1984 55-271/212

PAY TO THE ORDER OF Michael Tobia \$93,50

Ninety Three and 5/100 DOLLARS



National Community Bank  
of New Jersey  
The Plaza Off., Teaneck, N.J.

FOR paying at bank

Carla L. Lerman

⑆02⑆2027⑆9⑆00⑆78 067 0⑆⑆

PA

COUNCIL OF THE TOWNSHIP OF MONROE  
MINUTES  
SPECIAL MEETING—JANUARY 28, 1985

The Council of the Township of Monroe met in the Municipal Complex, Perrineville Road, for a Special Meeting.

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The Special Meeting was Called to Order at 8:15 P.M. by Council President William R. Tipper with a Salute to the Flag.

UPON ROLL CALL by the Municipal Clerk the following members of the Council were present: Councilmen Michael J. Dipierro and Albert Levinson and Council President William R. Tipper.

Council Vice-President David Rothman arrived at 8:20 P.M.

ALSO PRESENT for the Council were Attorney Thomas R. Farino, Jr. and Planner Carl A. Hintz. Master Carla Lerman arrived at 8:30 P.M.

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ABSENT from this meeting was Councilman Michael Leibowitz.

Council President William R. Tipper read the following SUNSHINE LAW:

In accordance with the Open Public Meetings Act, it is hereby announced and shall be entered into the Minutes of this meeting that adequate notice of this meeting has been provided by the following:

1. Posted on January 24th, 1985 on the bulletin board of the Office of the Township Clerk, Municipal Complex, Perrineville Road, Jamesburg, New Jersey and remains posted at that location.
2. Communicated to the New Brunswick HOME NEWS and CRANBURY PRESS on January 26th, 1985.
3. Filed on January 24, 1985 with the Deputy Municipal Clerk at the Municipal Complex, Perrineville Road, Jamesburg, New Jersey and remains on file for public inspection; and
4. Sent to those individuals who have requested personal notice.

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Council President William R. Tipper announced the purpose of this Special Meeting was to discuss the services of the proposed Planner and try to put together the Compliance Package for the Courts regarding MT. LAUREL II. Council President Tipper introduced Mr. Carl Hintz. Attorney Thomas R. Farino, Jr. advised that there was only one Developer that must be considered for the Compliance Package.

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Attorney Farino outlined that the Compliance Package must consist of two components: Entitlement and Prioritization. Monroe Township must only concern itself with Entitlement because there was only one developer who filed in concurrence with the MT. LAUREL II URBAN LEAGUE SUIT; that was Monroe Developers. Even though other developers filed suits later, they are not to be considered as "Entitled" under the jurisdiction of Judge Serpentelli in his determination of other municipalities that have had this same problem. The "Builder's Remedy" consideration under the "Entitlement" provision must be realized for only those developers who filed suit at the time of MT. LAUREL II's initial litigation. Other considerations for the presentations that were made are that the developer will provide substantial low/moderate income housing and that his site is suitable for compliance.

This directive has defined the developer that must be considered by our Township for the mandatory "Builder's Remedy"; i.e., only Monroe Developers.

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UPON MOTION made by Council President William R. Tipper and seconded by Councilman Albert Levinson, a Resolution was adopted to Close the meeting to the public in order to discuss the services of Mr. Hintz, as hereinbelow set forth.

ROLL CALL: Councilman Michael J. Dipierro : Aye  
Councilman Albert Levinson : Aye  
Council President William R. Tipper : Aye

Attorney Farino read the RESOLUTION as follows:

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RESOLUTION AUTHORIZING CLOSED PORTION OF PUBLIC MEETING

WHEREAS, the Open Public Meetings Act permits the governing body to close to the public those portions of its meetings at which certain designated subjects are discussed; and

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WHEREAS, one such subject involves pending litigation; and

WHEREAS, the Council is now desirous of discussing certain aspects of the Mt. Laurel litigation entitled "Urban League vs. The Township of Monroe," which litigation is presently pending in the Law Division of the New Jersey Superior Court; and

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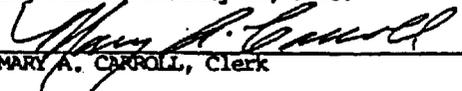
WHEREAS, the contents of this closed discussion will be revealed to the public upon the conclusion of this closed session;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Monroe that it hereby authorizes the following portion of this public meeting to be closed to the public.

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WILLIAM R. TIPPER, President

I hereby certify the above to be a true copy of a resolution adopted by the Monroe Township Council at a meeting held on January 28, 1985.

  
MARY A. CARROLL, Clerk

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Copy of Resolution duly filed.  
R-1-85-48

Council President Tipper opened a discussion on Mr. Hintz's proposed Contract fee schedule. (Council Vice-President Rothman had arrived at this time.) Council President Tipper reviewed the proposed fee schedule which outlined Mr. Hintz's wish to received \$75.00 per hour for regular services to attend meetings and \$100.00 per hour for any Court appearances and usual clerical, staffing, draftsmen fees outlined. Three Councilmen advised that the proposed fees seemed concurrent with the going rate. Council Vice-President Rothman felt the same but requested that the Court time fee be reconsidered. Mr. Hintz advised that he has reduced the rate in some instances so he would agree to \$90.00 per hour. His time so far has been approximately 15 to 20 hours to prepare the draft "Preliminary Evaluation of Site Suitability for MT. LAUREL II Compliance" that he then presented along with an outline "Site Selection Criteria for MT. LAUREL II COMPONENT" which had been completed over the past weekend after his review of the material that he had picked up from the Clerk's office during the week. Councilman Dipierro was concerned as to how we can pay this Firm even if we are totally satisfied with his performance. Attorney Farino outlined that the Judge had assured him that this will be addressed in the Compliance Order. Council President Tipper advised that we must augment the Budget to include this at Budget deliberations. This item will be part of the "in cap" considerations and will have to reflect the expenses now being incurred. Mr. Hintz related how he compiled the information this evening, and Councilman Dipierro advised that he felt that the Planner was being utilized to put the verbiage in writing. Attorney Farino advised that the "Compliance

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Package" must outline and substantiate why and why not a presentation would be considered. Master Carla Lerman advised that that was why we must have substantiation from Oak Realty before we can consider the site; it must be plausible; we need information from Bradgate and Patron before this site can be even considered as possible. No information has been received as yet, but she was assured that we would receive some definite information. Councilman Dipierro felt we should go with the area but not get involved with any particular builder; we should outline the area and not worry as to who will come up with the wherewithall. Councilman Levinson agreed and that also, we should include the Tornopsky site which adjoins Oak. Reconsideration of the sites that have been proposed would be addressed this evening. The deadline of February 8th was incorrect; we have only until the 31st of January to comply. It is necessary to ask for another extension because this will not be finished tonight. Attorney Farino advised that the litigants of the adversary nature are complaining now to the Judge to stop giving Monroe additional time. The Judge realizes the constraints that have been imposed on us, but he feels we must get this accomplished in a timely manner. The Councilmen would like to accommodate everyone, even themselves, and get this over tonight, but if it takes more time, it will have to; they are working in good faith.

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Council President Tipper then addressed the service fees of Mr. Hintz, and it was necessary to adopt a Resolution agreeing to the proposed rates and appoint Mr. Hintz the Planner for their perusal during MT. LAUREL II. Besides, the Site Selection Criteria outline presented this evening must be reviewed.

UPON MOTION made by Councilman Albert Levinson and seconded by Council President William R. Tipper, a Resolution was adopted appointing HINTZ-NELESSEN ASSOCIATES, P. C. as the MT. LAUREL II Planner. (with the hourly rates being \$75.00 for regular services to attend meetings and \$90.00 for Court appearances).

ROLL CALL: Councilman Michael J. Dipierro Aye  
Councilman Albert Levinson Aye  
Council Vice-President David Rothman Aye  
Council President William R. Tipper Aye

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RESOLUTION as follows:

RESOLUTION AUTHORIZING RETENTION OF PROFESSIONAL PLANNING SERVICES

WHEREAS, the governing body of the Township of Monroe is presently engaged in the process of attempting to effect a compliant zoning ordinance pursuant to the Letter Opinion of the Hon. Eugene D. Serpentelli, J.S.C., dated July 27, 1984, which ruled that the Land Use Regulations of the Township of Monroe are invalid under Mt. Laurel II guidelines; and

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WHEREAS, the professional planning services of the Township Planner have been unavailable to the governing body during this entire ordinance revision process; and

WHEREAS, the governing body of the Township of Monroe has now reached that stage of its deliberations at which the services of a professional planner are deemed of utmost importance in order to draft the appropriate zoning language to effectuate the compliant zoning ordinance; and

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WHEREAS, the Council has interviewed Professional Planner Carl E. Hintz for the purpose of preparing a compliance package for submission to the Court;

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NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Monroe that it hereby retains the professional planning services of Carl E. Hintz for the purpose of preparing the Township's compliance package for submission to the Court regarding the pending Mt. Laurel litigation.

  
WILLIAM R. TIPPER, President

I hereby certify the above to be a true copy of a resolution adopted by the Monroe Township Council at a meeting held on January 28, 1985.

  
MARY E. CARROLL, Clerk

Copy of Resolution duly filed.  
R-1-85-49

Mr. Hintz then proceeded to explain the documents he had presented the Council this evening. The "Preliminary Evaluation of Site Suitability for MT. LAUREL II Compliance" draft was discussed. On Page #8, there was a Table that contained 17 points outlining criteria for the applications, and a point system of 1 to 10 would be used for the Council's opinions of how the application complied; a minus 1 to 10 would be used for the worst opinions of an application. Each application would be assessed to justify either the approval of the site by the Council or to justify non-consideration of the Council for a site. This criteria point system would be necessary for the Compliance Package presentation to the Court and for any further litigation that might become necessary to defend a denial.

Mr. Hintz outlined the Developers on his sketch and assigned a letter to each for rating as follows:

- A Tomopsky Site
- B Monroe Developers
- B2 Kaufman
- C1 Monroe Greens
- C2
- D Oak Realty
- E Ballantrae
- F Lori Associates
- G Caton
- H Mobile Home Site - RULED OUT
- I Camelot
- J HABD
- K Hobart Hills
- L Caleb
- M Smirti
- N Docks Corner-Browns Corner

Each application was discussed as to its rating in relation to the 17 points. Items #1 through 12 had been discussed for all of the presentations, and it was apparent that when considering one applicant, when you got to the last applicant, another extenuating circumstance would re-arrange your thinking in the rating. Also, the Council agreed to rule out the ITEM H MOBILE HOME SITE completely, and others might not even qualify even in the harest areas (such as Smirti-M). It was obvious that to accomplish this completely this evening was impossible, therefore, the Council requested that Mr. Hintz advise them of his ratings inasmuch as he was more aware of what was desired and in view of his experience with other municipalities that he had been working on regarding MT. LAUREL II. It was now going onto 11:00 P.M. and the Council felt that the main objective to determine this evening was to outline the positive locations in order to justify their decisions; have Mr. Hintz draw up a draft Ordinance for consideration; meet the deadline imposed by the Courts to show good faith (it is apparent that we are now going to need additional time); and set up public meetings to get this accomplished. The first order of business was to

LETTER DATED FEBRUARY 1, 1985 OF  
MAYOR PETER P. GARIBALDI



PETER P. GARIBALDI  
Mayor

# Township of Monroe

County of Middlesex  
ADMINISTRATIVE OFFICES:

Municipal Complex 10  
Perrineville Road  
Jamesburg, N.J. 08831  
(201) 521-4400

February 1, 1985

Department of Law and Public Safety  
Justice Complex  
CN 081  
Trenton, New Jersey 08625

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Attn: Mr. Irwin I. Kimmelman, State Attorney General

Re: Violations of State Statutes  
Related to Fiscal Affairs

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Dear Mr. Kimmelman:

I am writing in regard to several matters that have and our occurring in the Township of Monroe as they pertain to the above referenced laws and what I perceive to be flagrant violations.

In May of 1984, our Township's 1984 Budget accounts made provision for \$34,700 in a specific line item for payment of legal services pertaining to litigation we were involved in related to Mount Laurel II. In May of 1984 our Township Attorney was advised that he had drawn \$34,625.50 from the account and that there were no funds provided for beyond the 74.50 balance remaining. He has continued to provide legal services to our Council. No provision has been made for the inevitable bills he will present for the many hours of service he provided to the Council from the period May, 1984 to December 31, 1984. There is no question that he intends to present a bill to the Township. I am equally certain that the amount will be significant.

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I formally requested that the Local Finance Board render an opinion in regard to the above and they confirmed that unless the Council passed an Emergency Resolution, they would be in violation of the law. They did not make any arrangement to cover costs they incurred related to these legal expenses in 1984. To compound this matter, I was advised last evening that they have retained the services of a professional planner to prepare a compliance package for presentation to the courts as it pertains to Mount Laurel II. This matter was never discussed with my office and there is no provision in the 1985 Temporary Budget we are currently working under for the contract amount. As a matter of record, at this writing I have not been advised of the amount or scope of services related to this contract.

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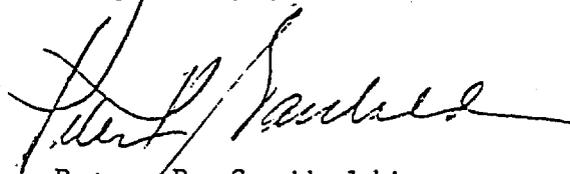
My concerns related to the above are the flagrant violations that these activities represent in regard to the statutes we are governed by as they pertain to the fiscal affairs of a local entity. The contractual authorities under our form of government (Faulkner Act, Mayor-Council Plan F) provides for a strong Chief Executive responsible for the execution of all contracts. To allow the Council the authority to independently enter into contract with a professional planner, under the guise of a nonexistant court order, and without a specific allocation of funds is a dangerous and undermining precedent. This action by our Council is a clear violation of the statutes governing municipal fiscal affairs.

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The purpose of my letter is to formally request that your office review the matter I have presented above and invoke the appropriate sanctions as they pertain to the laws we are governed by pertaining to fiscal affairs. As I'm sure you can appreciate, your timely attention to this matter is imperative in that debts are being incurred without a mechanism or appropriation to pay them. Thank you in advance for your anticipated cooperation concerning this matter.

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Very truly yours,



Peter P. Garibaldi  
Mayor

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c.c. Barry Skokowski, Director, Local Finance Board

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THOMAS R. FARINO, JR.  
Cor. Applegarth & Prospect Plains Roads  
Cranbury, New Jersey 08512  
(609) 655-2700  
Attorney for Township of Monroe

SUPERIOR COURT OF N.J.  
FILED

APR 22 1985

EM  
JOHN M. MAYSON  
CLERK

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX/OCEAN COUNTIES

URBAN LEAGUE OF GREATER NEW  
BRUNSWICK, et al,  
Plaintiffs,  
vs.

THE MAYOR and COUNCIL OF THE BOROUGH  
OF CARTERET, et al.,  
Defendants.

DOCKET NO: C-4122-73

JOSEPH MORRIS and ROBERT MORRIS,  
Plaintiffs,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES

TOWNSHIP OF CRANBURY IN THE  
COUNTY OF MIDDLESEX, a  
Municipal Corporation of the  
State of New Jersey,  
Defendant.

DOCKET NO. L054117-83

GARFIELD & COMPANY  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES

MAYOR AND THE TOWNSHIP COMMITTEE  
OF THE TOWNSHIP OF CRANBURY, A  
Municipal Corporation and the  
Members thereof; PLANNING BOARD  
OF THE TOWNSHIP OF CRANBURY, and  
the members thereof,  
Defendants.

DOCKET NO. L055956-83P.W.

BROWNING-FERRIS INDUSTRIES OF SOUTH  
JERSEY, INC., A Corporation of the  
State of New Jersey, RICHCRETE  
CONCRETE COMPANY, a Corporation of  
the State of New Jersey, and MID-STATE  
FILIGREE SYSTEMS, INC., a Corporation  
of the State of New Jersey,  
Plaintiffs,

SUPERIOR COURT OF NEW  
JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES

vs.

DOCKET NO: L-058046-83 P.W.

CRANBURY TOWNSHIP PLANNING BOARD and  
THE TOWNSHIP COMMITTEE OF THE TOWN-  
SHIP OF CRANBURY,  
Defendants.

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CRANBURY DEVELOPMENT CORPORATION,  
A Corporation of the State of New  
New Jersey,

Plaintiff,

vs.

CRANBURY TOWNSHIP PLANNING BOARD  
and the TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-59643-83

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CRANBURY LAND COMPANY, A New  
Jersey Limited Partnership,

Plaintiff,

vs.

CRANBURY TOWNSHIP, a Municipal  
Corporation of the State of  
New Jersey located in Middlesex  
County, New Jersey,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-070841-83

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MONROE DEVELOPMENT ASSOCIATES,  
Plaintiff,

vs.

MONROE TOWNSHIP,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-076030-83PW

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LAWRENCE ZIRINSKY,  
Plaintiff,

vs.

THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY, a  
Municipal Corporation, and THE  
PLANNING BOARD OF THE TOWN-  
SHIP OF CRANBURY,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-079309-83 P.W.

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TOLL BROTHERS, INC., A  
Pennsylvania Corporation,  
Plaintiff

vs.

THE TOWNSHIP OF CRANBURY IN THE  
COUNTY OF MIDDLESEX, A Municipal  
Corporation of the State of New  
Jersey, THE TOWNSHIP COMMITTEE OF  
THE TOWNSHIP OF CRANBURY AND THE  
PLANNING BOARD OF THE TOWNSHIP  
OF CRANBURY,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L005652-84

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LORI ASSOCIATES, A New Jersey

SUPERIOR COURT OF NEW JERSEY

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Partnership; and HABD  
ASSOCIATES, a New Jersey  
Partnership,  
Plaintiffs,

vs.

MONROE TOWNSHIP, A municipal  
corporation of the State of  
New Jersey, located in  
Middlesex County, New Jersey,  
Defendant.

LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-28288-84

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GREAT MEADOWS COMPANY, A New  
Jersey partnership; MONROE  
GREENS ASSOCIATES, as tenants  
in common; and GUARANTEED  
REALTY ASSOCIATES, INC., a  
New Jersey Corporation,  
Plaintiffs,

vs.

MONROE TOWNSHIP, a municipal  
corporation of the State of  
New Jersey, located in the  
State of New Jersey, located  
in Middlesex County, New  
Jersey,  
Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-32638-84 P.W.

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NOTICE OF MOTION

TO: MAYOR and COUNCIL OF THE  
TOWNSHIP OF MONROE,  
Municipal Complex  
Perrineville Road  
Jamesburg, New Jersey 08831

PLEASE TAKE NOTICE that the undersigned attorney for  
defendant, Mayor and Council of the Township of Monroe,  
Middlesex County, New Jersey, will move before the Honorable  
Eugene D. Serpentelli, A.J.S.C., at the Ocean County Courthouse,  
Toms River, New Jersey, on the earliest date that Judge  
Serpentelli may allow, for an Order directing that the Township  
of Monroe make payment to Carla Lerman, Carl Hintz, and Thomas  
R. Farino, Jr., in connection with the attached billing  
statements for planning and legal services rendered by them

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regarding the above captioned lawsuit. Counsel will rely upon  
the certification annexed in support of this motion.

s/Thomas R. Farino, Jr.  
THOMAS R. FARINO, JR.  
Attorney for Mayor and Council  
of the Township of Monroe

DATED: April 4, 1985

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CERTIFICATION

WILLIAM R. TIPPER, residing at 338N Narragansett Lane, Jamesburg, New Jersey, hereby certifies as follows:

1. I am the President of the governing body of the Township of Monroe and I am fully familiar with the facts of this lawsuit involving Mt. Laurel II.

2. Following the trial in this matter in which the Court adjudged the Zoning Ordinances of the Township of Monroe to be violative of Mt. Laurel II guidelines, Mayor Peter P. Garibaldi reaffirmed his position to defy the Order of the Court and, in addition, directed all municipal professionals to include the Township Attorney, Township Engineer and Township Planner to refrain from assisting the governing body in its deliberations aimed at re-zoning to comply with the Order of the Court.

3. The governing body of the Township of Monroe by resolution dated September 24, 1984, resolved to undertake a re-zoning, UNDER PROTEST, so as to preserve the Township's right to appeal the Order of the Court.

4. The governing body of the Township of Monroe then directed the Municipal Attorney, to provide legal counsel to the governing body during its deliberations aimed at producing a compliant Zoning Ordinance.

5. By resolution dated January 28, 1985, the governing body of the Township of Monroe authorized the retention of Carl E. Hintz, Professional Planner, for the purpose of preparing the Township's compliance package for submission to the Court regarding this Mt. Laurel litigation.

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6. Carla Lerman, Court-appointed Master, has attended most 10  
all of the special meetings conducted by the governing body and  
has continued to assist the governing body in its re-zoning  
efforts.

7. Carla Lerman previously presented to the Monroe 20  
Township Council her billing statement representing the  
Township's proportionate share of the trial expenses associated  
with her planning services as Court Master.

8. By resolution of the Monroe Township governing body  
dated September 16, 1985, the Township authorized payment to Ms.  
Lerman in the amount of \$1,869.55. 30

9. Upon presentation of the aforesaid billing statement  
and authorizing resolution to the Mayor, he indicated that same  
would not be honored nor paid by the Department of  
Administration and payment has not been forthcoming.

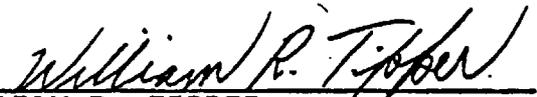
10. Thomas R. Farino, Jr., Carl Hintz, and Carla Lerman 40  
have recently submitted their billing statements for  
professional services rendered in connection with Township's  
compliance efforts following the judgment of non-compliance by  
the Court. Copies of these billing statements are attached to  
this certification. 50

11. During the municipal budget preparation process, Mayor  
Garibaldi reaffirmed his intentions to authorize no payments for  
professional services in connection with Mt. Laurel litigation.  
Accordingly, no monies were placed in the Mayor's budget  
presented to the Council for Mt. Laurel expenses. 60

12. It is the position of the Monroe Township Council that 10  
upon authorization of the aforesaid professional fees by Order  
of the Court, the Council will initiate efforts to bring about  
an emergency appropriation to cover this expenditure

13. By order of this Court dated March 1, 1985, the  
governing body of the Township of Monroe has been authorized to 20  
retain professional legal, engineering and planning services and  
to incur expenditures associated therewith and accordingly, the  
governing body of the Township of Monroe hereby requests an  
Order of this Court in order to effect payment for these  
authorized professional services. 30

I certify that the foregoing statements made by me are  
true. I am aware that if any of the foregoing statements made  
by me are wilfully false, I am subject to punishment.

  
WILLIAM R. TIPPER 40

DATED: April 8, 1985.

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STATE GRAND JURY NUMBER 139-85-6

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The State Grand Jury directs that copies of their Presentment concerning the Township of North Bergen Municipal Budget Overexpenditure be distributed to the following:

A. State Government - Executive Branch

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1. Honorable Thomas Kean  
Governor  
State of New Jersey
2. Honorable Michael M. Horn  
Treasurer  
State of New Jersey
3. John P. Renna  
Commissioner  
Department of Community Affairs
4. Each County Prosecutor
5. Barry Skokowski  
Director  
Division of Local Government Services  
Department of Community Affairs

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B. State Government - Legislative Branch

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1. Each member of the Senate of the State of New Jersey
2. Each member of the Assembly of the State of New Jersey

C. State Government - Judicial Branch

1. Honorable Robert N. Wilentz  
Chief Justice  
New Jersey Supreme Court
2. Each Assignment Judge of the Superior Court
3. Administrative Director of the Courts

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D. County Government

1. Each Board of Freeholders

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2. Each County Executive

3. Each County Authority

E. Municipal Government

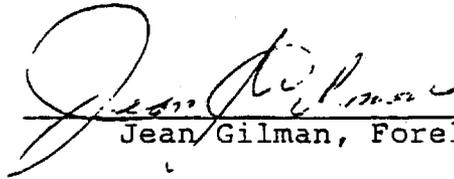
1. Each of the 567 municipalities

2. Each municipal authority

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F. Representatives of the Press and Broadcast Media

By:



Jean Gilman, Forelady

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STATE GRAND JURY  
TRENTON, NEW JERSEY  
STATE GRAND JURY NO.: 139-85-6

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IN THE MATTER OF: :  
STATE GRAND JURY INVESTIGATION : PRESENTMENT  
CONCERNING TOWNSHIP OF NORTH :  
BERGEN MUNICIPAL BUDGET :  
OVEREXPENDITURES :  
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2c

DATE: APRIL 26, 1985

3c

Richard J. Hughes Justice Complex  
25 Market Street  
Trenton, New Jersey

JEAN GILMAN, FORELADY and the  
STATE GRAND JURY

4c

IRWIN I. KIMMELMAN  
ATTORNEY GENERAL  
DONALD R. BELSOLE, DIRECTOR  
DIVISION OF CRIMINAL JUSTICE  
BY: JOHN T. WYNNE, JR.  
DEPUTY ATTORNEY GENERAL

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PRESENTMENT OF THE STATE GRAND JURY CONCERNING  
TOWNSHIP OF NORTH BERGEN  
MUNICIPAL BUDGET OVEREXPENDITURES

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We have conducted an investigation into the fiscal affairs of the Township of North Bergen (hereinafter the Township) relating to large overexpenditures of line item budget appropriations which occurred in 1982 and 1983. In 1982, the amount of these overexpenditures was \$496,888.40, and in 1983, the overexpenditures amounted to \$1,743,411.49. The largest of these overexpenditures occurred in separate budget line items for fire and police salaries, public works department salaries, parks and playgrounds and various insurance line items during these two years. The Annual Financial Statement submitted by the Township's Registered Municipal Accountant to the State Division of Local Government Services details the specific amounts of each line item overexpenditure and we are informed that the Division of Local Government Services will be issuing a separate report of their review of the Township's overexpenditure situation. We, therefore, do not intend to detail that information in this Presentment. We do want to make clear that the existence of overexpenditures does not necessarily affect the fiscal integrity of a municipality. An overexpenditure occurs when more money is expended than was appropriated for the specific purpose listed in the budget line item. The overexpenditures must be raised or "made up" on the revenue side of the next succeeding year's budget which means that there is less money available in the budget for that year's

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expenditures. Thus, the existence of overexpenditures does not necessarily mean that a municipality is out of money; it does mean that the municipality spent more for specific goods or services than was budgeted for those goods or services. Eventually, large overexpenditures or a history of overexpenditures may threaten the fiscal integrity of a municipality. The Local Budget Law requires that municipalities prepare and adopt a budget on a cash basis, which means a budget which provides that there will be sufficient cash collected (revenue) to meet all debt service requirements, necessary operating expenses and mandatory payments required to be met during the fiscal year. (N.J.S.A. 40A:4-2 and 4-3). We learned during the course of this investigation that over 200 of the 567 municipalities in this State overexpended line item budgetary appropriations in 1982 and 1983.

With reference to the Township, we heard testimony from the Director and certain employees of the Division of Local Government Services, as well as from the Township Commissioners who comprise the governing body and who are also the heads of the various departments of government. We also heard testimony from various Township employees, including the Township Administrator, Treasurer, Purchasing Agent and Payroll Clerk, as well as testimony from the Township's auditor.

The principal explanation given by the Township's officials for the overexpenditures was that they had originally planned to lay-off municipal employees and that the 1983 budget was formulated and approved based upon the assumption of the

lay-offs. Thereafter, the Township's Administrator found that the Township was to receive a 1.3 million dollar federal grant (APW Grant) which he believed would be received before the end of 1983. The public works project which was the subject of this grant had been completed using other funds and so it appeared to the Township's officials that their use of this grant money was unrestricted. A decision was made not to make the anticipated lay offs and to use the money from the APW Grant to pay the salaries and associated insurance expenses which had not been included in the 1983 budget. Thus, when the APW Grant money was not received by the Township until June, 1984, the salary and insurance line items in the 1983 budget were overexpended.

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The officials from the Division of Local Government Services point out that the Township officials had attempted to include the money from the APW Grant in their 1983 budget as anticipated revenue and that permission was denied due to the fact that there was no indication from the federal government as to when it would be received. It was their testimony that even if it had been received in 1983, under the Local Budget Law this money could not have been used to pay the 1983 salaries without specific permission from the Director of the Division of Local Government Services. No such permission was requested and, in fact, during all of 1983, no emergency appropriation request was made to the Director of the Division of Local Government Services. (The Local Budget Law provides that Township officials can request permission from the Director of the Division of Local Government Services to

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make an emergency appropriation when a shortage in a budget line item is unforeseen and the expenditure is necessary to protect or promote the public health, safety, morals or welfare of the Township citizens.)

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Various other explanations and causes were given by the Township officials and employees for the overexpenditures. These included the fact that the former administration had saddled them with over 2 million dollars in deferred charges, including over-expenditures and a cash deficit which had to be raised in succeeding years' budgets. They also had requested help, including appointment of a "conservator", from the State Local Finance Board and the Division of Local Government Services in 1980 when faced with the deferred charges left by the former administration. According to both the Township officials and the Division of Local Government Services, while some technical assistance was given at that time, no substantial assistance was rendered. This appears to have been due to a shortage of personnel and resources at the Division of Local Government Services, as well as the fact that the law does not provide for appointment of a "conservator" and does not permit the Local Finance Board or the Division of Local Government Services to assume control of a municipality's finances unless certain rigid criteria are met, even if the governing body requests this type of assistance from the State. These criteria include:

- 1) default in the payment of notes;
- 2) inability to make payments due the State, County, School District or special district for two consecutive years;
- 3) a cash deficit exceeding 4% of the total

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tax levy for two consecutive years; 4) collection of less than 70% of the total tax levy for two consecutive years; 5) budget appropriations for liquidation of all bond obligations and notes exceeding 25% of the total appropriations for operating expenses; 6) a judicial determination of gross failure to comply with the provisions of the Local Bond Law, the Local Budget Law or the Local Fiscal Affairs Law which substantially jeopardizes the fiscal integrity of the municipality.

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The Township's governing body and municipal employees justified certain of the overexpenditures with the explanation that the payment was made for services rendered and goods received by the Township and that it would be unfair to the vendors not to pay them when the Township had the money but the particular line item in the budget to which that particular bill should be charged was overexpended. Another explanation by the Township governing body and the Township administrator for some of the overexpenditures was that various municipal employees charged the wrong budget line item for goods and services and charged operating expenses to capital ordinance accounts and vice versa. Some of the officials, including the Township's Administrator and the Township's Auditor, placed part of the blame for the overexpenditures on the so called "CAP" law (N.J.S.A. 40A:4-45.1 through 45.22) which prohibits municipalities from increasing their budget appropriations by more than 5 percent over the previous year with certain limited exceptions.

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After hearing all of the testimony in this matter, we are convinced that there is insufficient evidence of criminal conduct on the part of the Township governing body or employees to issue an indictment of anyone. We are firmly convinced, however, that a statement should be made which applies to this particular municipality and in view of the large number of municipalities that have overexpenditure problems, to other municipalities as well. Furthermore, we have certain recommendations that we believe, from the testimony we heard, will help municipal governing bodies, municipal employees, the Local Finance Board and the Division of Local Government Services in controlling the problem of overexpenditures.

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STATEMENT

In this section of our Presentment we are addressing those elected officials who govern our municipalities. In the Township of North Bergen those officials are called Township Commissioners, who also serve as Directors of the various Township Departments. In other municipalities, they are called Council members. In most municipalities of our State these individuals serve part-time and appoint full-time employees to carry out the day to day responsibilities and duties of running the municipality. What we are about to say should appear self-evident, but its importance cannot be overemphasized.

It is the elected municipal officials of each municipality who are responsible for the fiscal affairs of the municipalities including the responsibility for insuring that the Local Budget Law and the Public Contracts Law are adhered to. They cannot shift the responsibility to anyone else. It is the elected municipal governing body that votes on and approves every contract entered into on behalf of the municipality. It is the elected municipal governing body that votes on and approves the municipal budget. It is the elected municipal governing body that votes on and approves the payment of each bill and the expenditure of each cent of municipal funds. It is the responsibility of these elected officials to inform themselves of the laws governing the fiscal affairs of the municipality and it is their responsibility

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to inform themselves of the fiscal condition of the municipality including assuring themselves prior to their vote that there are sufficient funds available in the properly charged budget line item to pay municipal expenses. If there are insufficient funds appropriated to meet all municipal expenses it is the elected governing body's responsibility to determine how and why that occurred and to take the necessary action provided for in the Local Budget Law to remedy the situation, such as, in the appropriate case, voting emergency appropriations or transferring funds from another line item. If it is not a situation where an emergency appropriation or transfer is proper, it is the responsibility of the elected governing body to see to it that the bill is not paid and the expenditure is not made. While we realize that such actions may seem harsh to the vendor/contractors involved, it is our hope that the checks and balances recommended in this Presentment will help prevent a potential overexpenditure situation from ever reaching this point of last resort.

The responsibilities outlined above cannot be transferred to others and it is no excuse for the elected officials to argue that as part-time officials they must rely on the full-time "professionals". In connection with their fiscal responsibilities each member of the elected governing body, no matter what their political party or to which political faction they belong, should be entitled to up-to-date financial information concerning the Township, the amounts appropriated for each budget line item and the amounts unexpended to date in each line item on at least a

monthly basis. It is the elected official's responsibility to obtain this information from the proper township's official or employee. If it is not provided upon request it is the elected official's responsibility to obtain it by civil litigation if necessary. In our opinion the elected municipal official cannot properly discharge his responsibility to the township's taxpayers and citizens without this financial information.

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RECOMMENDATIONS

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1) The Code of Criminal Justice (N.J.S.A. 2C:1 et seq.) should be amended to provide that any member of a municipal, county or state governing body or any public authority, board, commission or agency thereof, or any employee of said public entity who knowingly, during any fiscal year:

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a. Orders or votes for expenditure of money (except to pay notes, bonds or interest thereon) incurs any liability or enters into any contract which by its terms involves the expenditure of money, for any purpose for which no appropriation is provided, or in excess of the amount of the line item appropriations for such purpose, or

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b. Orders or votes for incurring any obligation or expending any money in excess of the line item appropriation and limit of expenditure provided by law for any purpose, commits a crime of the fourth degree.

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2) The Local Budget Law (N.J.S.A. 40A:4-1 et seq.) which prohibits over-expenditures of appropriations and expenditures without appropriation among other things, should be amended to authorize the Director of the Division of Local Government Services to hold hearings and to impose fines of up to \$1,000 (to be paid personally) upon members of a municipal or county governing body and employees thereof who violate the provisions of the Local Budget Law. The imposition of fines should apply both to those

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situations where it can be shown that there was a knowing violation of the statute as well as to those situations where the violation was due to negligence or incompetence.

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3) The Local Public Contract Law (N.J.S.A. 40A:11-1), which sets forth the procedures for obtaining quotes and the bidding procedures for purchasing among other things, should be amended to authorize the Director of the Division of Local Government Services to hold hearings and to impose fines of up to \$1,000 (to be paid personally) upon members of a municipal or county governing body and employees thereof who violate the provisions of the Local Public Contracts Law. The imposition of fines should apply both to those situations where it can be shown that there was a knowing violation of the statute as well as to those situations where the violation was due to negligence or incompetence.

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4) The Division of Local Government Services should prepare and distribute to each municipal and county government pamphlets setting forth the key provisions of the Local Budget Law and the Local Public Contracts Law, regulations of the Division of Local Government Services relating to these statutes and explanations of these statutes. These pamphlets should be made available to each member of the respective governing body and to each employee thereof who is in any manner involved in purchasing or financial matters.

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5) It is our recommendation that all members of municipal or county governing bodies and all employees thereof who are involved in purchasing and financial matters take advantage of the

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seminars and courses held throughout the State and sponsored by the Division of Local Government Services and Rutgers University where the statutes and regulations relating to these matters are explained in detail.

6) An encumbrance system (utilizing a requisition, purchase order with certification of availability of funds and receiving vouchers for each and every purchase and a monthly certification of availability of funds for each salary line item) should be instituted in each municipality and county throughout the State. Once established, governing body members and employees thereof who do not abide by the system should face administrative disciplinary proceedings.

7) Legislation should be enacted to mandate the position of Treasurer or Chief Financial Officer in all municipalities. In Walsh Act communities, such as the Township of North Bergen, this position should be in addition to the Director of Revenue and Finance who is the elected governing body member. This legislation should provide for the licensing and certification of municipal finance officers by the Division of Local Government Services after they have met certain educational requirements and passed a written examination. The legislation should provide a mechanism for disciplinary and license revocation hearings to be conducted by the Division of Local Government Services and should provide for tenure of office for municipal finance officers after five years of service.

8) Whether or not legislation is enacted providing for the establishment of the position of Chief Financial Officer and certification of such positions by the Division of Local Government Services, the Township of North Bergen should immediately establish such a position of Chief Financial Officer or Budget Control Officer who will be responsible for seeing to it that budgetary matters and expenditures are handled in accordance with the Local Budget Law. All other municipalities without such a position should do the same.

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9) The Division of Local Government Services should be allowed to provide an increased assistance to municipalities and counties at an early stage of fiscal problems before the situations become critical. Such a fiscal response may need additional resources to provide large scale assistance to municipalities or counties within a short time after the problems are discovered.

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10) The "CAP" Law providing for limitation on increases of budget appropriations by no more than 5 percent over the previous year with certain exceptions should be carefully studied with a view to revising the law. We sympathize with municipal officials who are obligated to conform their budget appropriations to this limitation when, as the testimony before us revealed, expenses such as various insurance costs are increasing by more than 50 percent.

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11) The Requirements of Audit promulgated by the Local Finance Board which provide for the manner in which the Annual Financial Statement is compiled by the registered municipal accountant should be substantially revised to comply with recognized generally accepted accounting principals and the recommendations of the American Institute of Certified Public Accountants for municipalities, as long as such revisions do not alter the "cash basis" system of budgeting. The Division of Local Government Services should examine all the Annual Financial Statements submitted for filing to determine if they are in accordance with the Requirements of Audit and if they are found not to be in compliance, should refuse to file them and send them back for revision in accordance with the Requirements of Audit.

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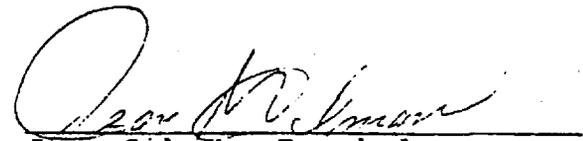
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12) The Local Finance Board should contract with a certified court reporting service to provide complete transcripts of the hearings and decisions of the Board. These hearings and decisions concerning appeals from decisions of the Director of Local Government Services with respect to emergency appropriations, as well as hearings and decisions relating to other aspects of municipal finance, are very important. A full transcript of the testimony and decisions should be made available for all interested parties and should be filed as the permanent record of the actions taken by the Board.

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By:

  
Jean Gilman, Forelady

Dated: April 26, 1985

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JUNE 21, 1985 LETTER OF THOMAS R.  
FARINO, JR.

THOMAS R. FARINO, JR.  
*Counsellor at Law*

CORNER APPLGARTH AND  
PROSPECT PLAINS ROADS  
CRANBURY, NEW JERSEY 08512  
(609) 655-2700

MEMBER N. J., D. C. AND PATENT BARS

June 21, 1985

RECEIVED  
JUN 24 1985

MONROE TWP. CLERK'S OFFICE

Mary A. Carroll, Clerk  
Township of Monroe  
Municipal Complex  
Perrineville Road  
Jamesburg, New Jersey 08831

Re: Mt. Laurel Litigation;  
Payment for Professional  
Services

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Dear Mary:

Enclosed please find Order and Judgment as executed by Judge  
Eugene D. Serpentelli with regard to the above captioned matter.

Please bring this matter to the attention of the governing  
body at your earliest convenience.

Very truly yours,

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THOMAS R. FARINO, JR.

TRF/kg

Enc.

cc: William Tipper, Council President  
(w/encl)

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THOMAS R. FARINO, JR.  
Cor. Applegarth & Prospect Plains Roads  
Cranbury, New Jersey 08512  
(609) 655-2700  
Attorney for Township of Monroe

APR 15 1985

JUDGE CLARENCE J. CHANDLER

**RECEIVED**  
JUN 24 1985

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX COUNTY

Civil Action

**MONROE TWP. CLERK'S OFFICE**

URBAN LEAGUE OF GREATER NEW BRUNSWICK  
et al,

Plaintiff,  
vs.

THE MAYOR and COUNCIL OF THE  
BOROUGH OF CARTERET, et al,  
Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. C-4122-73

JOSEPH MORRIS and ROBERT MORRIS,  
Plaintiffs,  
vs.

TOWNSHIP OF CRANBURY IN THE COUNTY  
OF MIDDLESEX, A Municipal  
Corporation of the State of New  
Jersey,  
Defendant

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L054117-83

GARFIELD & COMPANY  
Plaintiff,  
vs.

MAYOR and THE TOWNSHIP COMMITTEE  
OF THE TOWNSHIP OF CRANBURY, a  
Municipal Corporation, and the  
members thereof; PLANNING BOARD  
OF THE TOWNSHIP OF CRANBURY, and  
the members thereof,  
Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L055956-83, P.W.

BROWNING-FERRIS INDUSTRIES OF  
SOUTH JERSEY, INC., A Corporation  
of the State of New Jersey,  
RICHCRETE CONCRETE COMPANY, a  
Corporation of the State of New  
Jersey, and MID-STATE FILIGREE  
SYSTEMS, INC., a Corporation of

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-058046-83 P.W.

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the State of New Jersey,  
Plaintiff,  
vs.

CRANBURY TOWNSHIP PLANNING BOARD  
and TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY,  
Defendants.

CRANBURY DEVELOPMENT CORPORATION, SUPERIOR COURT OF NEW JERSEY  
A Corporation of the State of New Jersey, LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
Plaintiff, DOCKET NO. L-59643-83  
vs.

CRANBURY TOWNSHIP PLANNING BOARD  
AND THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY,  
Defendant.

CRANBURY LAND COMPANY, A New Jersey Limited Partnership, SUPERIOR COURT OF NEW JERSEY  
Plaintiff, LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
vs. DOCKET NO: L-070841-83

CRANBURY TOWNSHIP, A Municipal Corporation of the State of New Jersey located in Middlesex County, New Jersey,  
Defendant.

MONROE DEVELOPMENT ASSOCIATES, SUPERIOR COURT OF NEW JERSEY  
Plaintiff, LAW DIVISION  
vs. MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-076030-83 PW  
MONROE TOWNSHIP, Defendant.

ZIRINSKY, SUPERIOR COURT OF NEW JERSEY  
Plaintiff, LAW DIVISION  
vs. MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L079309-83 PW

THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY, a Municipal Corporation, and THE PLANNING BOARD OF THE TOWNSHIP OF CRANBURY,  
Defendants.

TOLL BROTHERS, INC., A SUPERIOR COURT OF NEW JERSEY

Pennsylvania Corporation,  
Plaintiff,  
vs.

LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L005652-84

THE TOWNSHIP OF CRANBURY IN  
THE COUNTY OF MIDDLESEX, A  
Municipal Corporation of the  
State of New Jersey, THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY and the  
PLANNING BOARD OF THE TOWN-  
SHIP OF CRANBURY,  
Defendants.

LORI ASSOCIATES, A New Jersey  
Partnership; and HABD  
ASSOCIATES, a New Jersey  
Partnership,  
Plaintiffs,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-28288-84

MONROE TOWNSHIP, A municipal  
corporation of the State of  
New Jersey, located in  
Middlesex County, New Jersey,  
Defendant.

GREAT MEADOWS COMPANY, A New  
Jersey Partnership; MONROE  
GREENS ASSOCIATES, as tenants  
in common; and GUARANTEED  
REALTY ASSOCIATES, INC., a  
New Jersey Corporation,  
Plaintiffs.  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-32638-84 P.W.

MONROE TOWNSHIP, a municipal  
corporation of the State of  
New Jersey, located in the  
State of New Jersey, located  
in Middlesex County, New  
Jersey,  
Defendant.

ORDER AND JUDGMENT

THIS MATTER having been opened to the Court by Thomas R.  
Farino, Jr., Esq., attorney for defendant, MAYOR AND COUNCIL OF

THE TOWNSHIP OF MONROE, Middlesex County, New Jersey, on an application for an Order directing payment for legal and professional planning services rendered with regard to the activities of the governing body of the Township of Monroe in effecting compliance with the Order of this Court dated August 13, 1984, and,

IT APPEARING that legal services were performed by Thomas R. Farino, Jr., Attorney for the defendant, MAYOR AND COUNCIL OF THE TOWNSHIP OF MONROE, the payment for which has been authorized by resolution of the Township Council; and

IT FURTHER APPEARING that professional planning services were rendered by Carl E. Hintz aimed at producing a compliance package for submission to the Court, the payment for which has been authorized by resolution of the Township Council; and

IT FURTHER APPEARING that Carla Lerman, Court-appointed Master, has performed certain planning services with regard to the Township's compliance efforts, the payment for which has been authorized by resolution of the Township Council; and

IT FURTHER APPEARING that the Mayor of the Township of Monroe has refused to authorize payment in connection with the aforesaid professional services associated with the Township's Mt. Laurel II compliance efforts and good cause appearing for the entry of this Order;

IT IS on this 13 day of May, 1985,

ORDERED that payment to Thomas R. Farino, Jr., Esq., in the amount of \$23,893.00 and to Carl E. Hintz, in the amount of \$10,248.42 and to Carla Lerman, in the amount of \$6,839.55 is hereby authorized and the Township of Monroe is hereby directed to immediately make payment to these individuals in the aforesaid amounts; and

IT IS FURTHER ORDERED that the Township Treasurer shall prepare the appropriate municipal drafts to effect the aforesaid payments to Thomas R. Farino, Jr., Esq., Carl E. Hintz and Carla Lerman; and

IT IS FURTHER ORDERED that in the event the appropriate representative of the Monroe Township Department of Administration refuses to endorse the aforesaid drafts as prepared by the Township Treasurer, then, in that event, the President of the Monroe Township Council is hereby authorized to execute said drafts in order to effect the aforesaid payments for professional services rendered to the governing body of the Township of Monroe with regard to its efforts in complying with the Order of this Court dated August 13, 1984.

  
EUGENE D. SERPENTELLI, A.J.S.C.

JULY 1, 1985. LETTER OF MAYOR  
PETER P. GARIBALDI



PETER P. GARIBALDI  
Mayor

# Township of Monroe

County of Middlesex

ADMINISTRATIVE OFFICES: Municipal Complex  
Perrineville Road  
Jamesburg, N.J. 08831  
(201) 521-4400

July 1, 1985

State of New Jersey  
Department of Community Affairs  
Division of Local Government Services  
363 West State Street  
CN 803  
Trenton, New Jersey 08625-0803

Attn: Mr. Barry Skokowski, Director

Re: Township of Monroe, Middlesex Co.  
Fiscal Budget Responsibilities

Dear Mr. Skokowski:

As you will remember, on November 16, 1984 I wrote to your office and requested an opinion regarding debts being incurred by our Township Council in excess of appropriations for professional services related to Mount Laurel II. I also wrote concerning this matter on January 7, 1985.

You will find enclosed a copy of an Order which has been issued by Judge Serpentelli dated May 13, 1985, received by my office on June 25, 1985. Please note that the Order specifies payments to be made to Thomas R. Farino, Jr., Ms. Carla Lerman, and Mr. Carl Hintz for their professional services as they pertain to litigation related to Mount Laurel II.

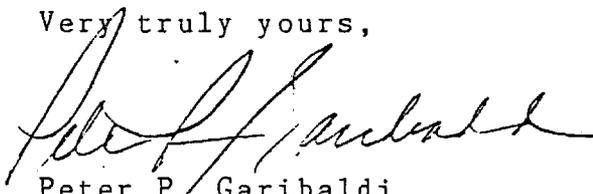
As I'm sure you remember, I wrote to your office on November 16, 1984, and on January 7, 1985 advising that the Township of Monroe Council was continuing the services of Thomas R. Farino, Jr. as legal counsel and was incurring debts related to Ms. Carla Lerman and Mr. Hintz, without the benefit of appropriations to cover these services. As you will also remember, you agreed with my concern and requested that your office be kept advised in regard to this matter. As you can see by the enclosed order, the matter has progressed to the point where it must be addressed.

Please consider this letter my formal request that your office initiate a formal investigation of this matter as it pertains to the propriety and conformance with the state statutes governing municipal budget law. We both know that the laws make very specific provisions that disallow a municipality from incurring debt without having accomplished budget appropriations that will allow for the payment of these debts. It is my opinion that the Township of Monroe is being forced by the Courts to ignore the requirements of the Local Budget Law.

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As the Mayor of the Township of Monroe I am requesting that your office take formal action on this matter as quickly as possible. For a municipality to incur debt to the extent of \$40,980.97 without the benefit of having pursued any of the requirements of the Local Budget Laws that would have afforded our taxpayers an opportunity to comment is unconscionable. Your agency was specifically created to preclude this type of unaccountable behavior and I look to your taking swift and corrective action.

Very truly yours,



Peter P. Garibaldi  
Mayor

PPG:am

Enclosed: Serpentelli Order of May 13, 1985.

cc: Mr. Irwin I. Kimmelman, State Attorney General

JULY 1, 1985 LETTER OF MAYOR  
PETER P. GARIBALDI



*Township of Monroe*

County of Middlesex

ADMINISTRATIVE OFFICES:

Municipal Complex  
Perrineville Road  
Jamesburg, N.J. 08831  
(201) 521-4400

PETER P. GARIBALDI  
Mayor

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July 1, 1985

State of New Jersey  
Department of Law and Public Safety  
Justice Complex  
CN 081  
Trenton, New Jersey 08625

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Attn: Mr. Irwin I. Kimmelman, State Attorney General

Re: Violations of State Statutes  
Related to Municipal Fiscal  
Affairs and Budget Laws

Dear Mr. Kimmelman:

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Please find enclosed a copy of Order, dated May 13, 1985, as issued by Judge Eugene Serpentelli in regard to matters related to the Township of Monroe and it's Mount Laurel II litigation. As a matter of record, my office received a copy of this Order on June 25, 1985.

You will note in reviewing the content of the Order that Judge Serpentelli has instructed our Township Council to issue payments to Thomas R. Farino, Jr., Ms. Carla Lerman, and Mr. Carl Hintz in an aggregate amount of \$40,980.97.

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As you will remember, I wrote to your office on February 1, 1985 and advised you of matters related to Council actions that constituted the incurrence of debt without the benefit of appropriations regarding professional services associated with Mount Laurel II. As you can see by the enclosed order, my concerns at that time have been confirmed. I have, under separate cover communicated with the State of New Jersey Local Finance Board and requested that they investigate this matter and take action. I am also requesting that your office investigate the actions that have been taken since May, 1984 as they pertain to the Local Budget Law of the State of New Jersey.

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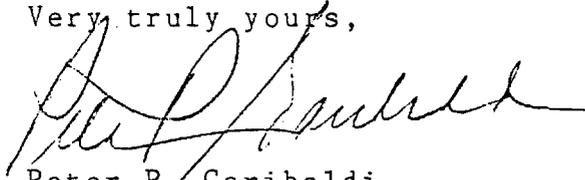
As you know, the state statutes as they pertain to the financial affairs of municipalities were carefully constructed to provide that the taxpayers of a community be protected from incurrence of debt without the benefit of public knowledge. The matters that have transpired from May, 1984 to date as they pertain to budget appropriations and incurrence of financial obligations are in clear violation of the established laws. I am formally requesting that your office address these violations in the interest of our taxpayers, and the integrity of the Local Budget Law under which every municipality in the state must function.

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I will look forward to your office taking prompt action concerning this matter and remain available in the event that you have any questions related to this request. Thank you in advance for your anticipated cooperation.

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Very truly yours,



Peter P. Garibaldi  
Mayor

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PPG:am

Enclosed: Copy of Serpentelli Order of May 13, 1985.

cc: Mr. Barry Skokowski, Director, Department of Community Affairs  
Division of Local Government Services

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Section 10 - PERMIT FEES shall be amended to contain the additional verbiage "provided however, that to the extent allowable by law no fees shall be required for the inspection of any municipality owned or operated facility and no municipal agency shall be required to pay permit fees."

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UPON MOTION made by Councilman Albert Levinson and seconded by Council Vice-President David Rothman, an Ordinance of which the following is the title was introduced on first reading for final passage as AMENDED: ORDINANCE ESTABLISHING THE UNIFORM FIRE SAFETY ACT, P.L. 1983, c.383 WITHIN THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY.

ROLL CALL:	Councilman Michael J. Dipierro	Aye
	Councilman Michael Leibowitz	Aye
	Councilman Albert Levinson	Aye
	Council Vice-President David Rothman	Aye
	Council President William R. Tipper	Aye

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Copy of Ordinance duly filed.

UPON MOTION made by Council President William R. Tipper and seconded by Councilman Albert Levinson, an Ordinance of which the following is the title was introduced by TITLE ONLY on first reading for final passage: AN ORDINANCE AMENDING AN ORDINANCE ENTITLED "BIDDING", WITH SUPPLEMENTS AND AMENDMENTS THERETO.

ROLL CALL:	Councilman Michael J. Dipierro	Aye
	Councilman Michael Leibowitz	Aye
	Councilman Albert Levinson	Aye
	Council Vice-President David Rothman	Aye
	Council President William R. Tipper	Aye

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Council President Tipper advised that this is an increase to \$7,500.00 for bidding purposes. The original CAP LAW threshold before public bidding was \$4,500.00.

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Copy of Ordinance duly filed.

UPON MOTION made by Council President William R. Tipper and seconded by Councilman Michael Leibowitz, an Ordinance of which the following is the title was introduced on first reading for final passage: ORDINANCE AMENDING ORDINANCE ENTITLED "AN ORDINANCE FIXING THE SALARIES AND WAGES FOR VARIOUS OFFICIALS AND EMPLOYEES OF THE TOWNSHIP OF MONROE, PROVIDING FOR THE MANNER OF PAYMENT THEREOF AND RATIFYING SALARIES AND PAYMENTS TO EMPLOYEES AND OFFICIALS PREVIOUSLY PAID."

ROLL CALL:	Councilman Michael J. Dipierro	Aye
	Councilman Michael Leibowitz	Aye
	Councilman Albert Levinson	Aye
	Council Vice-President David Rothman	Aye
	Council President William R. Tipper	Aye

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Copy of Ordinance duly filed.

Mr. Irving Nalitt, in the audience, requested to be heard before continuing with the Agendized business. He submitted a PETITION to the Council with 471 signatures of people within Concordia. This Petition is regarding the previous discussion held earlier by the Council concerning Concordia North medical facility.

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\* Council President Tipper read a Resolution he composed himself regarding payment to Attorney Farino, Court-Appointed Master Carla Lerman, and Planner Carl Hintz concerning Professional Services in connection with MOUNT LAUREL II. Mayor Garibaldi strenuously objected to the Consideration of this Resolution and asked what authority the Council had to hire a Planner, Mr. Carl Hintz, in the first place. Council President Tipper advised that after the Township lost in Superior Court, it was required that the Township Zoning Ordinance comply with MOUNT LAUREL II, and shortly thereafter you advised individuals needed for their professional expertise would not be paid. At that time the Council hired Planner Carl Hintz. Mayor Garibaldi advised that during the Budget sessions an original amount of \$50,000.00 was put in the Budget to cover expenses surrounding MOUNT LAUREL and the Council cut this figure down to \$35,000.00, which amount had been exhausted. Councilman Leibowitz stated there have been a number of problems involving the legal process. He has continuously voted against the actions that the Council has taken and has acted as "watchdog" for the Council, requesting they not incur these expenses. Attorney Farino has earned in excess of \$188,000.00 and he could not understand how he could possibly bill the Township these fees while operating a private practice besides. This is excess compensation.

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Councilman Leibowitz would like to have an outside Attorney conduct an audit on legal expenses for the past twelve months. Councilman Dipierro advised that he has never seen a Voucher from Tom Farino, Carla Lerman or Carl Hintz. Councilman Dipierro would like to see itemized bills. Councilman Leibowitz mad a Motion to TABLE this Resolution and Councilman Dipierro seconded the Motion to TABLE until the next meeting when all the facts and figures are available.

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ROLL CALL:	Councilman Michael J. Dipierro	Aye
	Councilman Michael Leibowitz	Aye
	Councilman Albert Levinson	Nay
	Council Vice-President David Rothman	Aye
	Council President William R. Tipper	Aye

Mayor Garibaldi stated that the Court Order does have a date and asked if Council President Tipper will execute in time and advised President Tipper that whatever move he takes, he will appeal the action. Mayor Garibaldi read a letter from the Attorney General regarding North Bergen "overexpenditures".

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UPON MOTION made by Council President William R. Tipper and seconded by Councilman Michael Leibowitz, a Resolution was adopted by TITLE ONLY authorizing the reduction in a Letter of Credit regarding RH Development, Fitzgerald Avenue, as hereinbelow set forth.

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ROLL CALL:	Councilman Michael J. Dipierro	Aye
	Councilman Michael Leibowitz	Aye
	Councilman Albert Levinson	Aye
	Council Vice-President David Rothman	Aye
	Council President William R. Tipper	Aye

RESOLUTION as follows:

RESOLUTION AUTHORIZING REDUCTION IN LETTER OF CREDIT.

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WHEREAS, RH Development Company has previously posted with the Township of Monroe a Letter of Credit #S-854143 in the amount of \$154,815.00 guaranteeing the installation of roadway improvements on the extension of Fitzgerald Avenue; and

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WHEREAS, RH Development Company has requested a reduction in the aforesaid Letter of Credit; and

WHEREAS, a field inspection of the project by the Township Engineer has disclosed the following incomplete items:

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Item 2.	Bituminous Pavement		
	Surface Course	5,166 s.y.	\$20,664.00
" 6.	Stone Rip Rap	56 c.y.	2,240.00
" 7.	Channel Excavation	940 c.y.	6,580.00
" 8.	Grade, Topsoil & Seed	4,220 s.y.	10,550.00
" 9.	Monuments	1 ea.	100.00
" 10.	Soil Erosion Control	L.S.	1,000.00
	Total		<u>\$41,134.00</u>
	Plus 20% Contingency		8,226.00
			<u>\$49,360.00</u>

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NOW, THEREFORE, BE IT RESOLVED that the request of RH Development Company for reduction of Letter of Credit #S-854143 is granted; and

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61a

NOTICE OF APPEAL FILED  
JULY 29, 1985

FILED  
JULY 29,  
1985

NOTICE OF APPEAL  
SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION

Title of action as captioned below: Urban League of Greater New Brunswick, et al vs. Monroe Township, et al  
Attorney of Record

Name: Mario Apuzzo , Director of Law

Address: Township of Monroe, County of Middlesex  
Municipal Complex, Perrineville Rd, Jamesburg, NJ

08831

Phone No.: (201) 521-4400

Attorney for: Monroe Township

On Appeal From:

Trial Court/State Agency:  
Superior Court of New Jersey, Law Division

Trial Docket or Indictment Number:  
C-4122-73, L-076030-83 PW, L-28288-84, and L-32638-84 P.W.

Trial Court Judge:  
Civil [ x ] Criminal [ ] Juvenile [ ]

Notice is hereby given that Monroe Township appeals to the Superior Court of N. J. Appellate Division, from the judgement [ x ] order [ ] other (specify) [ ] entered in this action on May 13, 1985, in favor of Thomas R. Farino, Jr., Esq., Carl E. Hintz, (date) and Carla Lerman.

If appeal is from less than the whole, specify what parts or paragraphs are being appealed: Appeal is being taken from the Order dated May 13, 1985 ordering payment by Monroe Township to

Thomas R. Farino, Jr., Esq., in the amount of \$23,893.00 and to Carl E. Hintz in the amount of \$10,248.42 and to Carla Lerman in the amount of \$6,839.55.

Are all issues as to all parties disposed of in the action being appealed? Yes [ x ] No [ ] If not, is there a certification of final judgment entered pursuant to R. 4:42-2? Yes [ ] No [ ]

In criminal, quasi-criminal and juvenile cases . . . not incarcerated [ ] incarcerated [ ] confined at \_\_\_\_\_  
Give a concise statement of the offense and of the judgment, date entered and any sentences or disposition imposed: \_\_\_\_\_

1. Notice of Appeal has been served on:

Name	Date of Service	Type of Service
Trial Court Judge <u>Eugene D. Serpentelli</u>	<u>7/26/85</u>	<u>Ord. Mail</u>
Trial Court Clerk/State Agency <u>John Mayson</u>	<u>7/26/85</u>	<u>Cert. Mail</u>
Attorney General or governmental office under R. 2:5-1(h) <u>Irwin I. Kimmelman</u>	<u>7/26/85</u>	<u>Ord. Mail</u>
Other parties:		
Name and Designation	Attorney Name, Address & Telephone No.	Date of Service
(1) <u>Thomas R. Farino, Jr., Esq.</u> (serve this party with transcript) Applegarth & Farino, Jr., Esq. Halfacre Rd, Cranbury, N.J. 08512	<u>7/26/85</u>	<u>Ord. Mail</u>
(2) <u>Carl E. Hintz</u>	<u>7/26/85</u>	<u>Ord. Mail</u>
(3) <u>Carla Lerman</u>	<u>7/26/85</u>	<u>Ord. Mail</u>
(4) <u>State of NJ</u> Dept. of Community Affairs Div. of Local Government Services	<u>7/26/85</u>	<u>Ord. Mail</u>
(5) <u>363 West State Street, CN 803</u> <u>Trenton, New Jersey 08625-0803</u>		

I hereby certify that I have served a copy of this Notice of Appeal on each of the persons required as indicated above.

7/26/85  
(date)

[Signature]  
Signature of Attorney of Record

NOTICE OF APPEAL  
PAGE 3

2. Prescribed Transcript Request Form has been served on:

<u>Name</u>	<u>Date of Service</u>	<u>Amount of Deposit</u>
Administrative office of the Courts Chief, Court Reporting Service _____	_____	_____
Court Reporter's Supervisor/Clerk of Court or Agency _____	_____	_____
Court Reporter _____	_____	_____
_____	_____	_____

I hereby certify that I served the Prescribed Court Transcript Request Form on each of the above persons and paid the deposit as required by R. 2:5-3(d).

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Signature of Attorney of Record

3. I hereby certify that:

- [ X ] There is no verbatim record.
- [ ] Transcript is in the possession of the Attorney of Record.
- [ ] A motion for abbreviation of transcript has been filed with the court or agency below.
- [ ] A motion for free transcript has been filed with the court below.

7/26/85  
(date)

[Signature]  
Signature of Attorney of Record

A M E N D E D  
NOTICE OF APPEAL

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION

Title of action as captioned below: (See Attachment A)

Attorney of Record

Name: Mario Apuzzo, Director of Law

Address: Township of Monroe, County of Middlesex

Municipal Complex, Perrineville Rd. Jamesburg, NJ

08831

Phone No.: (201) 521-4400

Attorney for: Monroe Township

On Appeal From:

Trial Court/State Agency:

Superior Court of New Jersey, Law Division

Trial Docket or Indictment Number:

(See Attachment A)

Trial Court Judge:

Civil [] Criminal [] Juvenile []

Notice is hereby given that Monroe Township appeals to the Superior Court of N. J. Appellate Division, from the judgement [] order [] other (specify) [] entered in this action on May 13, 1985, in favor of Thomas R. Farino, Jr., Esq., Carl E. Hintz, and <sup>(date)</sup> Carla Lerman.

If appeal is from less than the whole, specify what parts or paragraphs are being appealed: Appeal is being taken from the Order dated May 13, 1985 ordering payment by Monroe Township to

Thomas R. Farino, Jr., Esq. in the amount of \$23,893.00 and to

Carl E. Hintz in the amount of \$10,248.42 and to Carla Lerman in the amount of \$6,839.55.

Are all issues as to all parties disposed of in the action being appealed? Yes [] No [] If not, is there a certification of final judgment entered pursuant to R. 4:42-2? Yes [] No []

NOTICE OF APPEAL  
PAGE 2

In criminal, quasi-criminal and juvenile cases . . . not incarcerated [ ] incarcerated [ ] confined at \_\_\_\_\_  
\_\_\_\_\_. Give a concise statement of the offense and of the judgment, date entered and any sentences or disposition imposed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Notice of Appeal has been served on:

<u>Name</u>	<u>Date of Service</u>	<u>Type of Service</u>
Trial Court Judge <u>Eugene D. Serpentelli</u>	<u>8/7/85</u>	<u>Ord. Mail</u>
Trial Court Clerk/State Agency _____ <u>John Mayson</u>	<u>8/7/85</u>	<u>Cert. Mail</u>

Attorney General or governmental office  
under R. 2:5-1(h) \_\_\_\_\_ 8/7/85 Ord. Mail

Irwin I. Kimmelman, c/o Daniel Reynolds,  
Deputy Attorney General

Other parties:

<u>Name and Designation</u>	<u>Attorney Name, Address &amp; Telephone No.</u>	<u>Date of Service</u>	<u>Type of Service</u>
(1) <u>Thomas R. Farino, Jr., Esq.</u> (serve this party with transcript) <u>Applegarth &amp; Farino, Jr., Esq.</u>	<u>Thomas R. Farino, Jr., Esq.</u> <u>Halfacre Rd, Cranbury, NJ 08512</u>	<u>8/7/85</u>	<u>Ord. Mail</u>
(2) <u>Carl E. Hintz</u>	<u>Carl Hintz, Hintz/Neleson Associates, P.C., 12 North Main Street, Pennington, NJ 08534</u>	<u>8/7/85</u>	<u>Ord. Mail</u>
(3) <u>Carla Lerman</u>	<u>Carla Lerman</u> <u>413 West Englewood Drive Teaneck, NJ 07666</u>	<u>8/7/85</u>	<u>Ord. Mail</u>
(4) <u>State of NJ</u> Dept. of Community Affairs	_____	<u>8/7/85</u>	<u>Ord. Mail</u>
(5) <u>Div. of Local Government Services</u> <u>363 West State Street, CN 803</u> <u>Trenton, NJ 08625-0803</u>	_____	_____	_____

I hereby certify that I have served a copy of this Notice of Appeal on each of the persons required as indicated above.

8/8/85  
(date)

[Signature]  
Signature of Attorney of Record bba

(609) 655-2700

(609) 737-1930

2. Prescribed Transcript Request Form has been served on:

<u>Name</u>	<u>Date of Service</u>	<u>Amount of Deposit</u>
Administrative office of the Courts Chief, Court Reporting Service _____	_____	_____
Court Reporter's Supervisor/Clerk of Court or Agency _____	_____	_____
Court Reporter _____	_____	_____
_____	_____	_____

I hereby certify that I served the Prescribed Court Transcript Request Form on each of the above persons and paid the deposit as required by R. 2:5-3(d).

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Signature of Attorney of Record

3. I hereby certify that:

- There is no verbatim record.
- Transcript is in the possession of the Attorney of Record.
- A motion for abbreviation of transcript has been filed with the court or agency below.
- A motion for free transcript has been filed with the court below.

8/7/85  
\_\_\_\_\_  
(date)

*Alvaro Spengo*  
\_\_\_\_\_  
Signature of Attorney of Record

ATTACHMENT A

TITLE OF ACTION & DOCKET NOS. ARE AS FOLLOWS:

✓ URBAN LEAGUE OF GREATER NEW BRUNSWICK et al  
vs. THE MAYOR and COUNCIL OF THE BOROUGH  
OF CARTERET, et al  
Docket No. C-4122-73

JOSEPH MORRIS and ROBERT MORRIS vs. TOWNSHIP  
OF CRANBURY IN THE COUNTY OF MIDDLESEX, A  
Municipal Corporation of the State of New Jersey  
Docket No. L054117-83

GARFIELD & COMPANY vs. MAYOR and THE TOWNSHIP  
COMMITTEE OF THE TOWNSHIP OF CRANBURY, a  
Municipal Corporation, and the members there-  
of; PLANNING BOARD OF THE TOWNSHIP OF  
CRANBURY, and the members thereof  
Docket No. L055956-83 P.W.

BROWNING-FERRIS INDUSTRIES OF SOUTH JERSEY,  
INC., A Corporation of the State of New  
Jersey, RICHCRETE CONCRETE COMPANY, a  
Corporation of the State of New Jersey, and  
MID-STATE FILIGREE SYSTEMS, INC., a Corporation  
of the State of New Jersey vs. CRANBURY TOWNSHIP  
PLANNING BOARD and TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY.  
Docket No. L-058046-83 P.W.

CRANBURY DEVELOPMENT CORPORATION, A Corporation  
of the State of New Jersey vs. CRANBURY  
TOWNSHIP PLANNING BOARD AND THE TOWNSHIP COMMITTEE  
OF THE TOWNSHIP OF CRANBURY  
Docket No. L-59643-83

CRANBURY LAND COMPANY, A New Jersey Limited  
Partnership vs. CRANBURY TOWNSHIP, A Municipal  
Corporation of the State of New Jersey located  
in Middlesex County, New Jersey  
Docket No. L-070841-83

✓ MONROE DEVELOPMENT ASSOCIATES vs. MONROE TOWNSHIP  
Docket No. L-076030-83 PW

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TITLE OF ACTION & DOCKET NOS. (continued)

ZIRINSKY vs. THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY, a Municipal Corporation, and THE PLANNING BOARD OF THE TOWNSHIP OF CRANBURY

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Docket No. L079309-83 PW

TOLL BROTHERS, INC., A Pennsylvania Corporation, vs. THE TOWNSHIP OF CRANBURY IN THE COUNTY OF MIDDLESEX, A Municipal Corporation of the State Of New Jersey, THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY and the PLANNING BOARD OF THE TOWNSHIP OF CRANBURY

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Docket No. L005652-84

✓ LORI ASSOCIATES, A New Jersey Partnership; and HAD ASSOCIATES, a New Jersey Partnership vs. MONROE TOWNSHIP, A municipal corporation of the State of New Jersey located in Middlesex County, New Jersey

Docket No. L-28288-84

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✓ GREAT MEADOWS COMPANY, A New Jersey Partnership; MONROE GREENS ASSOCIATES, as tenants in common; and GUARANTEED REALTY ASSOCIATES, INC., a New Jersey Corporation vs. MONROE TOWNSHIP, a municipal corporation of the State of New Jersey, located in the State of New Jersey, located in Middlesex County, New Jersey

Docket No. L-32638-84 P.W.

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Mario Apuzzo, Esq.  
Director of Law  
Township of Monroe  
County of Middlesex  
Department of Law  
Municipal Complex  
Perrineville Road  
Jamesburg, NJ 08831  
(201) 521-4400  
Attorney for Township of Monroe

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SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION  
MIDDLESEX COUNTY  
DOCKET NO: A-5394-84T  
Civil Action

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URBAN LEAGUE OF GREATER NEW BRUNSWICK  
et al,

Plaintiff,

vs.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. C-4122-73

30

THE MAYOR and COUNCIL OF THE  
BOROUGH OF CARTERET, et al,  
Defendants.

JOSEPH MORRIS and ROBERT MORRIS,  
Plaintiffs,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L054117-83

TOWNSHIP OF CRANBURY IN THE COUNTY  
OF MIDDLESEX, A Municipal  
Corporation of the State of New  
Jersey,

Defendant

40

GARFIELD & COMPANY  
Plaintiff,

vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L055956-83 P.W.

50

MAYOR and THE TOWNSHIP COMMITTEE  
OF THE TOWNSHIP OF CRANBURY, a  
Municipal Corporation, and the  
members thereof; PLANNING BOARD  
OF THE TOWNSHIP OF CRANBURY, and  
the members thereof,  
Defendants.

BROWNING-FERRIS INDUSTRIES OF  
SOUTH JERSEY, INC., A Corporation  
of the State of New Jersey,  
RICHCRETE CONCRETE COMPANY, a  
Corporation of the State of New  
Jersey, and MID-STATE FILIGREE  
SYSTEMS, INC., a Corporation of

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-058046-83 P.W.

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the State of New Jersey,  
Plaintiff,  
vs.

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CRANBURY TOWNSHIP PLANNING BOARD  
and TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY,  
Defendants.

CRANBURY DEVELOPMENT CORPORATION,  
A Corporation of the State of New  
Jersey,  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-59643-83

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CRANBURY TOWNSHIP PLANNING BOARD  
AND THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY,  
Defendant.

CRANBURY LAND COMPANY, A New  
Jersey Limited Partnership,  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-070841-83

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CRANBURY TOWNSHIP, A Municipal  
Corporation of the State of New  
Jersey located in Middlesex  
County, New Jersey,  
Defendant.

MONROE DEVELOPMENT ASSOCIATES,  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-076030-83 PW

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MONROE TOWNSHIP,  
Defendant.

ZIRINSKY,  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L079309-83 PW

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THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY, a  
Municipal Corporation, and THE  
PLANNING BOARD OF THE TOWNSHIP  
OF CRANBURY,  
Defendants.

TOLL BROTHERS, INC., A

SUPERIOR COURT OF NEW JERSEY

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13a

Pennsylvania Corporation,  
Plaintiff,  
vs.

LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L005652-84

THE TOWNSHIP OF CRANBURY IN  
THE COUNTY OF MIDDLESEX, A  
Municipal Corporation of the  
State of New Jersey, THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY and the  
PLANNING BOARD OF THE TOWN-  
SHIP OF CRANBURY,  
Defendants.

LORI ASSOCIATES, A New Jersey  
Partnership; and HABD  
ASSOCIATES, a New Jersey  
Partnership,  
vs.  
Plaintiffs,

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-28288-84

MONROE TOWNSHIP, A municipal  
corporation of the State of  
New Jersey, located in  
Middlesex County, New Jersey,  
Defendant.

GREAT MEADOWS COMPANY, A New  
Jersey Partnership; MONROE  
GREENS ASSOCIATES, as tenants  
in common; and GUARANTEED  
REALTY ASSOCIATES, INC., a  
New Jersey Corporation,  
vs.  
Plaintiffs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-32638-84 P.W.

MONROE TOWNSHIP, a municipal  
corporation of the State of  
New Jersey, located in the  
State of New Jersey, located  
in Middlesex County, New  
Jersey,  
Defendant.

AFFIDAVIT OF DEFENDANT-APPELLANT  
TOWNSHIP'S BUSINESS ADMINISTRATOR/  
DIRECTOR OF FINANCE

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I, Joseph R. Scranton, of full age, being duly sworn, according to law, deposes and say:

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1. I am the Business Administrator/ Director of Finance for the Township of Monroe and have served in that capacity since June 14, 1976.

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2. I am, in my capacity as Business Administrator/ Director of Finance knowledgeable in the content of the Current Fund appropriations and expenditures made in the 1984 Local Municipal Budget of the Township of Monroe, Middlesex County, New Jersey.

30

3. I know that the 1984 Local Municipal Budget of the Township of Monroe made provision for \$34,700.00 in the category classified as Department of Law, Office of the Township Attorney, Urban League Suit.

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4. I know that between the period January 1, 1984 and May, 1984 Thomas R. Farino, Jr., in his capacity as Township Attorney submitted vouchers totaling \$34,625.50 for legal services related to the Urban League Suit.

50

5. I know that Thomas R. Farino, Jr. was advised that his vouchers for withdrawals from the Urban League account as established in the 1984 Local Municipal Budget for the Township of Monroe had reached a total of \$34,625.50 as of May,, 1984 and that the remaining available balance was \$74.50.

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6. I was not made aware that the Township of Monroe Council retained the services of Mr. Carl E. Hintz for professional planning services related to the Urban League suite until such time that I read an article concerning this matter in one of the local newspapers.

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7. Procedurally, any retention of services requires the establishment of Purchase Order which encumbers funds for payment of these services. To my knowledge there has never been a requisition to establish such a Purchase Order, nor does a Purchase Order exist for the services of Mr. Carl E. Hintz.

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8. In my capacity as Business Administrator/Director of Finance I have never received a bill related to the services of Mr. Carl E. Hintz.

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9. I know there has never been a Purchase Order established to

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74a

Ms. Carla Lerman.

16a

10. In my capacity as Business Administrator/ Director of Finance I attended all Workshop and Regular Meetings of the Township of Monroe Council related to the finally adopted 1984 Local Municipal Budget for the Township of Monroe.

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11. I know that there was no discussion at either the Workshop or Regular Meeting sessions of the Township of Monroe Council pertaining to the 1984 Local Municipal Budget as adopted, to make provision for the retention of the services of either Mr. Carl E. Hintz or Ms. Carla Lerman.

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I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

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Dated: SEPTEMBER 19, 1985

Joseph R. Stanton

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Sworn and subscribed to before me

this 19 day of September, 1985

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DONNA APPLEBY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires January 12, 1986

Donna Appleby

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MOTION OF CARL E. HINTZ DATED  
SEPTEMBER 26, 1985

**GROSS & NOVAK, P.A.**  
BRIER HILL BUILDING C  
CORNWALL COURT  
P. O. BOX 188  
EAST BRUNSWICK, N. J. 08816  
(201) 254-4200  
ATTORNEYS FOR Respondent  
Carl E. Hintz

URBAN LEAGUE OF GREATER NEW BRUNSWICK, ET AL.	:	SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION
Appellants,	:	DOCKET NO. A-5394-84T1
-vs-	:	
MONROE TOWNSHIP, ET AL.,	:	Civil Action
Respondents.	:	MOTION TO DISMISS THE APPEAL AS OUT OF TIME (WITH PREJUDICE)

TO: MARIO APUZZO  
Director of Law  
Township of Monroe  
Municipal Complex  
Perrineville Road  
Jamesburg, NJ 08831

SIR:

PLEASE TAKE NOTICE that the undersigned on behalf of the Respondent, CARL E. HINTZ, hereby applies to the Superior Court of New Jersey, Appellate Division, for an Order pursuant to R. 2:4-1 or in the alternative 2:5-6(a) dismissing the appeal as untimely filed, with prejudice and imposing sanctions as provided by the rules, for reason that you failed to notice the appeal

within the time required by the rules, as more fully set forth in the Letter Brief and Appendix attached hereto; and

PLEASE TAKE FURTHER NOTICE that the undersigned hereby applies to the Superior Court of New Jersey, Appellate Division, for an Order pursuant to R. 2:8-3, allowing this appeal to be disposed of in a summary fashion.

In support of these motions, movant will rely upon the Letter Brief and Appendix submitted simultaneously herewith.

GROSS & NOVAK, P.A.  
Attorneys for Respondent  
Carl E. Hintz

BY:

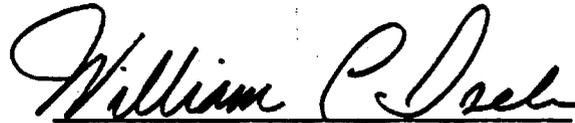


WILLIAM P. ISELE

DATED: September 26, 1985

CERTIFICATE OF SERVICE

I, WILLIAM P. ISELE, hereby certify that on this date I served two copies of the within Notice of Motion and Supporting Letter Brief and Appendix upon Mario Apuzzo, Director of Law, Township of Monroe, Municipal Complex, Perrineville Road, Jamesburg, NJ 08831 by certified mail, return receipt requested, postage prepaid at East Brunswick, New Jersey.

  
WILLIAM P. ISELE

DATED: September 26, 1985

WPI/sn  
#3155

LETTER BRIEF  
9/26/85

GROSS & NOVAK, P.A.  
ATTORNEYS AT LAW

EDWARD GROSS  
IRA S. NOVAK  
WILLIAM P. ISELE  
JAY SAMUELS  
DENNIS H. SABOURIN  
CHRISTINE M. COTE  
THEODOSSIA A. TAMBORLANE  
NOLA R. BENCZE

COLONIAL OAKS OFFICE PARK 10  
BRIER HILL BUILDING C  
P. O. BOX 188  
EAST BRUNSWICK, N. J. 08816  
(201) 254-4200  
(TELECOPIER: (201) 254-4256)

September 26, 1985

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The Honorable Judges  
of the Appellate Division  
Hughes Justice Complex  
CN-006  
Trenton, NJ 08625

RE: Urban League of Greater New Brunswick, et als.  
Vs. Monroe Township, et als.  
Docket No. A-5394-84T1

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Dear Honorable Judges:

Please accept this letter brief in lieu of a more formal brief pursuant to R.2:6-2(b) and R.2:6-5. This letter brief is submitted in support of the respondent, Carl E. Hintz's motion to dismiss the instant appeal.

The Urban League of Greater New Brunswick and others are parties in a suit against the Township of Monroe and other municipalities, which resulted in the directives of the New Jersey Supreme Court as set forth in the decision commonly referred to as "Mt. Laurel II". On remand from the Supreme Court, the Honorable Eugene D. Serpentelli, Judge of the Superior Court, issued a letter opinion on July 27, 1984, finding that the land use regulations of Monroe Township were invalid under the guidelines set forth by the Supreme Court in Mt. Laurel II. On January 28, 1985, the council of the Township of Monroe met in special meeting for purposes of discussing the services of a professional planner to try to put together a compliance package which would be satisfactory to the courts. (Ha-6 to Ha-11)

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\* Southern Burlington County N.A.A.C.P., et al. v. Township of Mt. Laurel, et als., 92 N.J. 158 (1983). One of the consolidated appeals in that decision was Urban League of Greater New Brunswick, et al. v. Borough of Carteret, et als., No. A-4; See: 92 N.J. at 339-350.

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September 26, 1985  
Page #2

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At that meeting, which was closed to the public, the council of Monroe Township retained the professional planning service of Carl E. Hintz for the purpose of preparing the Township's compliance package. It was agreed that Mr. Hintz's firm would be paid at an hourly rate of \$75.00 per hour for regular services and \$90.00 per hour for court appearances. (Ha-8) Mr. Hintz's firm rendered services, but the Township refused to pay for same after they were rendered. (The Township also refused to pay for the services of others, who are co-respondents in this appeal, but are not represented by the undersigned.) An order was sought to compel payment, and Judge Serpentelli granted that order on May 13, 1985, directing that payment should be made. (Ha-1 to Ha-5). Appellant, Township of Monroe, has appealed from that order.

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The Appellant did not seek reconsideration by Judge Serpentelli, or in any other way take steps to toll the time for taking an appeal. Appellant filed its notice of appeal by mailing it to the Clerk of the Appellate Division on July 23, 1985, more than 70 days after Judge Serpentelli's order. (Ha-12).

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This Respondent respectfully submits that Judge Serpentelli's order was an interlocutory order. This was not a final judgment in the case, adjudicating whether Monroe Township's development plan conforms with the dictates of Mt. Laurel II. Rather, this was simply an order to pay certain of the professionals engaged by the Township to develop that plan.

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In Adams v. Adams, 53 N.J. Super. 424 at 429, cert. den. 30 N.J. 151 (1959), this court stated that:

. . . An interlocutory judgment is defined as one "given in the middle of a cause on some plea, proceeding or default which is only intermediate and does not finally determine or complete the suit. Such orders or decrees relate to questions of law or practice settling

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September 26, 1985  
Page #3

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only some intervening matter, collateral to the issue and not touching the merits of the action."

Certainly, the payment of professionals in this matter is only collateral to the basic issue in the case, i.e. the Township's compliance with Mt. Laurel II, and, therefore, Judge Serpentelli's order is interlocutory in nature and subject to appeal only upon leave pursuant to R.2:4-1(c) and pursuant to the provisions of R.2:5-6.

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This being the case, application for leave to appeal should have been made within 15 days after entry of Judge Serpentelli's order, i.e. by May 28, 1985. No such motion was made within that time period, nor was leave to appeal ever granted. There having been no leave to appeal given, this appeal is improper, and should be dismissed.

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Even assuming, however, that Judge Serpentelli's order might somehow be construed as a final order, this appeal is still out of time. R.2:4-1(a) clearly states that "appeals from final judgments of courts . . . shall be taken within 45 days of their entry." Appellant's notice of appeal was not filed until more than 70 days after the entry of Judge Serpentelli's order. None of the events listed in R.2:4-3 which would toll the time for taking an appeal has occurred, nor has an extension been granted pursuant to R.2:4-4. Since R.2:4-4 makes it clear that the time within which an appeal may be taken may not be extended except upon motion in accordance with the provisions thereof, this appeal must be dismissed as untimely.

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As stated by this court In Re Appeal of Syby, 66 N.J. Super. 460 at 464:

"Our experience the last few years indicates that unfortunately many attorneys construe R.R. 1:27B [the predecessor and source rule of R.2:4-4] as meaning, for all practical purposes, that the period for filing an

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GROSS & NOVAK

September 26, 1985  
Page #4

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appeal is 75 rather than 45 days. This is a serious misconception. The fundamental policy consideration of the need for assurance to litigants to finality in litigation and its relation to the expiration of the time allowed for appeal . . . are neither dissolved nor depreciated by the grace provision of R.R. 1:27B. An extension under that rule is an extraordinary remedy, invokable only when a genuinely excusable mischance has prevented the filing of the appeal in time, the adverse party is not prejudiced and the question involved is shown to be substantial and meritorious. These are conjunctive, not disjunctive requirements. . . . Mere negligent overlooking of the time requirements is not excusable neglect or mischance.

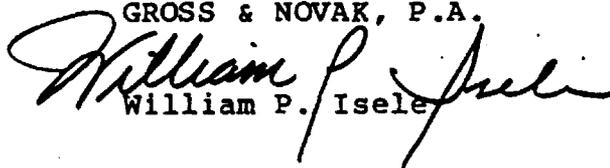
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In light of all the foregoing, the Respondent, Carl E. Hintz, respectfully requests that the appeal docketed as #A-5394-34T1 be dismissed, with prejudice, as having been filed out of time. The Court may act summarily, as these issues do not require further briefs, and there is no relevant record except as appended hereto. R.2:8-3.

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Respectfully submitted,

GROSS & NOVAK, P.A.

  
William P. Isele

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WPI/sn

cc: Mr. Carl E. Hintz  
cc: Mario Apuzzo, Esq.  
cc: Thomas R. Farino, Jr., Esq.

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82a

Mario Apuzzo, Esq.  
Director of Law  
Township of Monroe  
County of Middlesex  
Department of Law  
Municipal Complex  
Perrineville Road  
Jamesburg, NJ 08831  
(201) 521-4400  
Attorney for Township of Monroe

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX COUNTY

2c

Civil Action

URBAN LEAGUE OF GREATER NEW BRUNSWICK  
et al,

Plaintiff,

vs.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. C-4122-73

3c

THE MAYOR and COUNCIL OF THE  
BOROUGH OF CARTERET, et al,  
Defendants.

JOSEPH MORRIS and ROBERT MORRIS,  
Plaintiffs,

vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L054117-83

TOWNSHIP OF CRANBURY IN THE COUNTY  
OF MIDDLESEX, A Municipal  
Corporation of the State of New  
Jersey,

Defendant

4c

GARFIELD & COMPANY  
Plaintiff,

vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L055956-83 P.W.

5c

MAYOR and THE TOWNSHIP COMMITTEE  
OF THE TOWNSHIP OF CRANBURY, a  
Municipal Corporation, and the  
members thereof; PLANNING BOARD  
OF THE TOWNSHIP OF CRANBURY, and  
the members thereof,  
Defendants.

BROWNING-FERRIS INDUSTRIES OF  
SOUTH JERSEY, INC., A Corporation  
of the State of New Jersey,  
RICHCRETE CONCRETE COMPANY, a  
Corporation of the State of New  
Jersey, and MID-STATE FILIGREE  
SYSTEMS, INC., a Corporation of

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-058046-83 P.W.

6c

the State of New Jersey,  
Plaintiff,  
vs.

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CRANBURY TOWNSHIP PLANNING BOARD  
and TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY,  
Defendants.

CRANBURY DEVELOPMENT CORPORATION,  
A Corporation of the State of New  
Jersey,  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-59643-83

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CRANBURY TOWNSHIP PLANNING BOARD  
AND THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY,  
Defendant.

CRANBURY LAND COMPANY, A New  
Jersey Limited Partnership,  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-070841-83

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CRANBURY TOWNSHIP, A Municipal  
Corporation of the State of New  
Jersey located in Middlesex  
County, New Jersey,  
Defendant.

MONROE DEVELOPMENT ASSOCIATES,  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-076030-83 PW

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MONROE TOWNSHIP,  
Defendant.

ZIRINSKY,  
Plaintiff,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L079309-83 PW

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THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY, a  
Municipal Corporation, and THE  
PLANNING BOARD OF THE TOWNSHIP  
OF CRANBURY,  
Defendants.

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Pennsylvania Corporation,  
Plaintiff,  
vs.

LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L005652-84

THE TOWNSHIP OF CRANBURY IN  
THE COUNTY OF MIDDLESEX, A  
Municipal Corporation of the  
State of New Jersey, THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY and the  
PLANNING BOARD OF THE TOWN-  
SHIP OF CRANBURY,  
Defendants.

LORI ASSOCIATES, A New Jersey  
Partnership; and HABD.  
ASSOCIATES, a New Jersey  
Partnership,  
Plaintiffs,  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-28288-84

MONROE TOWNSHIP, A municipal  
corporation of the State of  
New Jersey, located in  
Middlesex County, New Jersey,  
Defendant.

GREAT MEADOWS COMPANY, A New  
Jersey Partnership; MONROE  
GREENS ASSOCIATES, as tenants  
in common; and GUARANTEED  
REALTY ASSOCIATES, INC., a  
New Jersey Corporation,  
Plaintiffs.  
vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-32638-84 P.W.

MONROE TOWNSHIP, a municipal  
corporation of the State of  
New Jersey, located in the  
State of New Jersey, located  
in Middlesex County, New  
Jersey,  
Defendant.

AFFIDAVIT OF MARIO APUZZO

I, Mario Apuzzo, of full age, being duly sworn according to law, deposes and says:

1. I am an attorney-at-law of the State of New Jersey, and I am responsible for representing the Township of Monroe in the Urban League litigation. 10

2. I was appointed by Mayor Peter P. Garibaldi as Acting Director of Law of the Township on March 28, 1985.

3. I received advice and consent of the Council of the Township of Monroe on April 1, 1985 and thereby became the Director of Law of the Township. 20

4. Thomas R. Farino, Jr., the former Township Attorney who made application to the Court for the Order from which this appeal is being made, was no longer the Township Attorney as of March 28, 1985. 30

5. The Township of Monroe or myself as its attorney had no knowledge of Mr. Farino's application in which he asked the Court for the Order from which this appeal is being made until the Township Clerk received a copy of the executed Order on June 24, 1985. ✓ 40

6. The Order was signed on May 13, 1985, a period during which Mr. Farino was no longer the Township Attorney.

7. This attorney never received any Motion papers or any other papers from Mr. Farino or from any other source which would have given the Township notice that this application was being made. 50

8. This attorney did nevertheless mail by Certified Mail, Return Receipt Requested, for filing an original and two copies of a Notice of Appeal and Case Information Statement to the Clerk 60

of the Appellate Division (the Return Receipt indicates that these documents were received by the Appellate Division on July 27, 1985).

9. Even if we were to assume that the day after May 13, 1985, the day the Order being appealed was executed and entered should be the first day to count for the 45 day appeal time pursuant to R. 2:4-1a, this appeal should have been filed on July 27, 1985, since that is the day that the Notice of Appeal was received by the Appellate Division (see attached copy of the Return Receipt Card). R. 2:4-4 does provide for a 30 day extension if granted by Motion which would mean that this Appeal would have to be filed no later than July 27, 1985, which was done.

10. This attorney did not file the Motion For Extension Of Time To File The Appeal mentioned in R. 2:4-4 because in speaking with Donna Tarr, the Team 1 Leader, by telephone asking her whether I would have to file such a Motion because of the possibility of the Appeal being filed out of time, she informed me that such a Motion was not needed and that the Appellate Division had accepted the Appeal as filed.

11. If we are to count June 24, 1985, the day that the Township Clerk or anyone else from the Township of Monroe received any notice of the Order being appealed from, as the start of the 45 day period allowed by R.2:4-1, the Appellant Township would have until August 8, 1985 to file its Notice of Appeal. This attorney submits that it is only fundamentally fair that the Appellant Township be charged with notice of the Order being appealed from as of June 24, 1985, and the Township should have been allowed to file its Appeal within the next 45 days which would have ended on August 8, 1985.

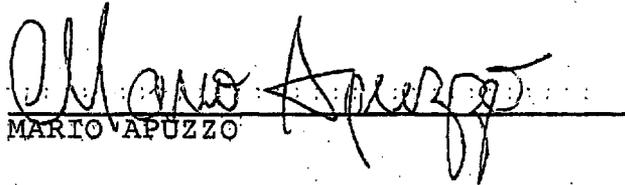
12. This attorney received no Motion papers which would have been submitted requesting for the Order being appealed from, and, therefore, cannot provide the Appellate Division with any other particulars on which the Honorable Eugene Serpentelli relied in entering his Order of May 13, 1985.

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I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

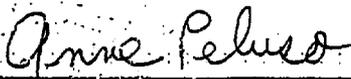
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Dated: October 7, 1985

  
MARIO APUZZO

Sworn and Subscribed to before me this 7th day of October, 1985.

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ANNE PELUSO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 13, 1990

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NOTICE OF CROSS MOTION BY  
MONROE TOWNSHIP FILED OCTOBER  
18, 1985

RECEIVED  
APPELLATE DIVISION  
Oct 18 9 34 AM '85  
SUPERIOR  
COURT OF NEW JERSEY

Mario Apuzzo, Esq.  
Director of Law  
Township of Monroe  
Municipal Complex  
Perrineville Road  
Jamesburg, NJ 08831  
(201) 521-4400  
Attorney for Appellant  
Monroe Township

URBAN LEAGUE OF GREATER NEW :  
BRUNSWICK, ET AL. :  
Respondents, :  
vs. :  
MONROE TOWNSHIP, ET AL., :  
Appellants; :

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION

DOCKET NO. A-5394-84T1

Civil Action

NOTICE OF CROSS MOTION TO  
OPPOSE MOTION TO DISMISS  
THE APPEAL AS OUT OF TIME

TO: WILLIAM P. ISELE, ESQ.  
GROSS & NOVAK, P.A.  
Brier Hill, Building C  
P.O. Box 188  
East Brunswick, N.J. 08816

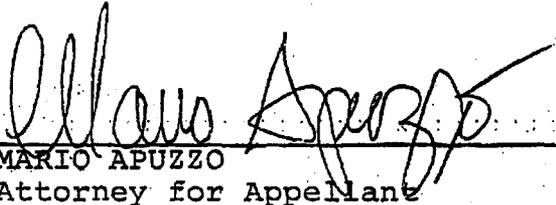
SIR:

PLEASE TAKE NOTICE that the undersigned on behalf of the  
Appellant, Monroe Township, hereby applies to the Superior Court  
of New Jersey, Appellate Division, for an Order pursuant to R.  
2:4-1(a), 2:4-4 and 2:5-6 dismissing the Respondent's Motion to  
Dismiss the Appeal which also asks that sanctions be imposed as  
provided by the rules of Court.

PLEASE TAKE FURTHER NOTICE that the undersigned hereby  
applies to the Superior Court of New Jersey, Appellate Division,

for an Order pursuant to R. 2:8-3, allowing this appeal to be disposed of in a summary fashion.

In support of these motions, movant will rely upon the Answering Letter Brief and Appendix submitted simultaneously herewith.

  
MARIO APUZZO  
Attorney for Appellant  
Monroe Township

Dated: October 16, 1985

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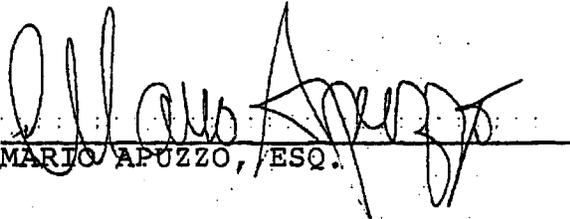
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CERTIFICATE OF SERVICE

I, MARIO APUZZO, hereby certify that on this date I served two copies of the within Notice of Cross Motion and Supporting Answering Letter Brief and Appendix to William P. Isele, Esq., Gross & Novak, P.A., Brier Hill, Building C, P.O. Box 188, East Brunswick, N.J. 08816 by certified mail, return receipt requested and to all the other individuals on the attached Mailing List by ordinary mail.

  
MARIO APUZZO, ESQ.

Dated: October 16, 1985

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ERIC NEISSER, ESQ.  
JOHN M. PAYNE, ESQ.  
Constitutional Litigation Clinic  
Rutgers Law School  
15 Washington Street  
Newark, New Jersey 07102  
201-648-5687  
ATTORNEYS FOR PLAINTIFFS-RESPONDENTS  
On Behalf of ACLU of NJ

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SUPERIOR COURT OF NEW JERSEY  
Appellate Division

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URBAN LEAGUE OF GREATER ]  
NEW BRUNSWICK, et al., ]  
Plaintiffs-Respondents ]  
v. ]  
THE MAYOR AND COUNCIL ]  
OF THE BOROUGH OF ]  
CARTERET, et al., ]  
Defendants-Appellants ]

Docket No. A-5394-84T1  
(Monroe Township)

MOTION TO DISMISS

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Based on the annexed affidavit of Eric Neisser, Esq.  
and the Memorandum in Support submitted herewith, the respondent Urban  
League of Greater New Brunswick moves this Honorable Court to dismiss  
the above-captioned appeal for lack of jurisdiction.

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Dated: October 21, 1985

Respectfully submitted,

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ERIC NEISSER, ESQ.

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A-5394-84.7

ORDER ON MOTIONS/PETITIONS

ORDER FILED SEPTEMBER 16, 1985

URBAN LEAGUE OF GREATER NEW BRUNSWICK et al

SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION

DOCKET NO. A-5394-84T1  
MOTION NO. M-575-85  
BEFORE PART C

vs

RECEIVED  
DEC 1 1985  
DEPARTMENT OF LAW

JUDGES

FRITZ  
BRODY  
GAYNES  
REC'D.  
APPELLATE DIVISION

MONROE TOWNSHIP et al

DEC 16 1985

Elizabeth W. Laughlin  
Clerk

MOVING PAPERS FILED	OCTOBER 1, 1985
ANSWERING PAPERS FILED	OCTOBER 18, 21 & 23, 1985
DATE SUBMITTED TO COURT	NOVEMBER 25, 1985
DATE ARGUED	
DATE DECIDED	DECEMBER 13, 1985

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ORDER

THIS MATTER HAVING BEEN DULY PRESENTED TO THE COURT, IT IS HEREBY ORDERED AS FOLLOWS:

3c

MOTION/~~REVISION~~ FOR TO DISMISS APPEAL

GRANTED	DENIED	OTHER
X		

SUPPLEMENTAL:

4c

If this appeal is from an interlocutory order, it was brought without leave and should be dismissed. Frantzen v. Howard, 132 N.J.Super. 226 (App.Div. 1975). If the order from which the appeal was taken was the equivalent of a final judgment, the appeal was, in any event, out of time. The appeal is dismissed.

FILED  
APPELLATE DIVISION

DEC 16 1985 5c

I hereby certify that the foregoing is a true copy of the original on file in my office.

Elizabeth W. Laughlin  
Clerk

FOR THE COURT:

JOHN W. FRITZ P.J.A.D.

Elizabeth W. Laughlin  
Clerk

WITNESS, THE HONORABLE JOHN W. FRITZ, PRESIDING JUDGE OF PART C, SUPERIOR COURT OF NEW JERSEY, APPELLATE DIVISION, THIS 13th DAY OF DECEMBER, 1985.

Elizabeth W. Laughlin  
CLERK OF THE APPELLATE DIVISION

6c

A-5394-84.1

ORDER ON MOTIONS/RETENTION

ORDER FILED SEPTEMBER 16, 1985

URBAN LEAGUE OF GREATER NEW BRUNSWICK et al

vs

MONROE TOWNSHIP et al

RECEIVED  
DEC 1 1985  
DEPARTMENT OF LAW

SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION

DOCKET NO. A-5394-84T1  
MOTION NO. M-576-85  
BEFORE PART C

JUDGES

FRITZ  
BRODY  
GAYNOR

REC'D.

APPELLATE DIVISION

DEC 16 1985

*Elizabeth W. Laughlin*  
Clerk

MOVING PAPERS FILED	OCTOBER 18, 1985
ANSWERING PAPERS FILED	OCTOBER 21 & 23, 1985
DATE SUBMITTED TO COURT	NOVEMBER 25, 1985
DATE ARGUED	
DATE DECIDED	DECEMBER 13, 1985

ORDER

THIS MATTER HAVING BEEN DULY PRESENTED TO THE COURT, IT IS

HEREBY ORDERED AS FOLLOWS:

MOTION/~~RETENTION~~  
TO DISMISS RESPONDENT'S  
MOTION TO DISMISS APPEAL

GRANTED	DENIED	OTHER
	X	

SUPPLEMENTAL:

See M-575-85.

FILED  
APPELLATE DIVISION

DEC 16 1985

*Elizabeth W. Laughlin*  
Clerk

I hereby certify that the foregoing is a true copy of the original on file in my office.

*Elizabeth W. Laughlin*  
Clerk

FOR THE COURT:

*John W. Fritz*  
JOHN W. FRITZ P.J.A.D.

WITNESS, THE HONORABLE JOHN W. FRITZ, PRESIDING JUDGE OF PART C, SUPERIOR COURT OF NEW JERSEY, APPELLATE DIVISION, THIS 13th DAY OF DECEMBER, 1985.

*Elizabeth W. Laughlin*  
CLERK OF THE APPELLATE DIVISION

1-5394-847

ORDER FILED SEPTEMBER 16, 1985

ORDER ON MOTIONS/~~PETITIONS~~

SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION

URBAN LEAGUE OF GREATER NEW BRUNSWICK et al

DOCKET NO. A-5394-84T1  
MOTION NO. M-646-85  
BEFORE PART C

vs

RECEIVED  
DEC 16 1985

JUDGES FRITZ  
BRODY  
GAYNOR

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MONROE TOWNSHIP et al

REC'D.

APPELLATE DIVISION

DEC 16 1985

MOVING PAPERS FILED OCTOBER 23, 1985  
ANSWERING PAPERS FILED \_\_\_\_\_  
DATE SUBMITTED TO COURT NOVEMBER 25, 1985  
DATE ARGUED \_\_\_\_\_  
DATE DECIDED DECEMBER 13, 1985

*Elizabeth W. Langlin*  
Clerk

ORDER

THIS MATTER HAVING BEEN DULY PRESENTED TO THE COURT, IT IS

HEREBY ORDERED AS FOLLOWS:

30

MOTION/~~PETITION~~ FOR  
**TO DISMISS  
APPEAL**

GRANTED	DENIED	OTHER
X		

SUPPLEMENTAL:

See M-575-85.

FILED  
APPELLATE DIVISION

DEC 16 1985

*Elizabeth W. Langlin*  
Clerk

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I hereby certify that the foregoing is a true copy of the original on file in my office.

*Elizabeth W. Langlin*  
Clerk

FOR THE COURT:

*John W. Fritz*  
JOHN W. FRITZ P.J.A.D.

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WITNESS, THE HONORABLE JOHN W. FRITZ, PRESIDING JUDGE OF PART C, SUPERIOR COURT OF NEW JERSEY, APPELLATE DIVISION, THIS 13th DAY OF DECEMBER, 1985.

*Elizabeth W. Langlin*  
CLERK OF THE APPELLATE DIVISION

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**GROSS & NOVAK, P.A.**  
BRIER HILL BUILDING C  
P. O. BOX 188  
EAST BRUNSWICK, N. J. 08816  
(201) 254-4200  
ATTORNEYS FOR:

Carl Hintz

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX COUNTY

Civil Action

---

URBAN LEAGUE OF GREATER NEW  
BRUNSWICK, et al.,

Plaintiff,

vs.

THE MAYOR and COUNCIL OF THE  
BOROUGH OF CARTERET, et al.,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. C-4122-73

---

JOSEPH MORRIS and ROBERT MORRIS,

Plaintiffs,

vs.

TOWNSHIP OF CRANBURY IN THE COUNTY  
OF MIDDLESEX, A Municipal Corpor-  
ation of the State of New Jersey,

Defendants.

---

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-054117-83

GARFIELD & COMPANY

Plaintiff,

vs.

MAYOR and THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY, a Municipal Corporation, and the members thereof; PLANNING BOARD OF THE TOWNSHIP OF CRANBURY, and the members thereof, Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-055956-83 P.W.

1c

BROWNING-FERRIS INDUSTRIES OF SOUTH JERSEY, INC., A corporation of the State of New Jersey, RICHCRETE CONCRETE COMPANY, a Corporation of the State of New Jersey, and MID-STATE FILIGREE SYSTEMS, INC., a Corporation of the State of New Jersey,

Plaintiffs,

vs.

CRANBURY TOWNSHIP PLANNING BOARD and TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO: L-058046-83 P.W.

2c

3c

CRANBURY DEVELOPMENT CORPORATION, a Corporation of the State of New Jersey,

Plaintiff,

vs.

CRANBURY TOWNSHIP PLANNING BOARD AND THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY, Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-59643-83

4c

5c

6c

CRANBURY LAND COMPANY, a new  
Jersey Limited Partnership,

Plaintiff,

vs.

CRANBURY TOWNSHIP, a Municipal  
Corporation of the State of New  
Jersey located in Middlesex County,  
New Jersey,

Defendant,

---

MONROE DEVELOPMENT ASSOCIATES,

Plaintiff,

vs.

MONROE TOWNSHIP,

Defendant.

---

LAWRENCE ZIRINSKY

Plaintiff,

vs.

THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF CRANBURY, a Municipal  
Corporation, and THE PLANNING BOARD  
OF THE TOWNSHIP OF CRANBURY,

Defendants.

---

TOLL BROTHERS, INC., a  
Pennsylvania Corporation,

Plaintiff,

vs.

THE TOWNSHIP OF CRANBURY IN THE  
COUNTY OF MIDDLESEX, A Municipal  
corporation of the State of New  
Jersey, THE TOWNSHIP COMMITTEE  
OF THE TOWNSHIP OF CRANBURY

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-070841-83

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-0706030-83 P.W.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-079309-83 P.W.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-005652-84

and the PLANNING BOARD of THE  
TOWNSHIP OF CRANBURY,

Defendants.

---

LORI ASSOCIATES, A New Jersey  
Partnership; and HADB ASSOCIATES,  
a New Jersey Partnership,

Plaintiffs,

vs.

MONROE TOWNSHIP, a municipal  
corporation in the State of  
New Jersey, located in  
Middlesex County, New Jersey,

Defendant.

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GREAT MEADOWS COMPANY, A New  
Jersey Partnership; MONROE  
GREENS ASSOCIATES, as tenants  
in common; and GUARANTEED REALTY  
ASSOCIATES, INC., a New Jersey  
Corporation,

Plaintiff,

vs.

MONROE TOWNSHIP, a municipal  
corporation of the State of  
New Jersey, located in the  
State of New Jersey, located  
in Middlesex County, New  
Jersey,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-28288-84

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX/OCEAN COUNTIES  
DOCKET NO. L-32638-84 P.W.

ORDER TO SHOW CAUSE TO  
ENFORCE LITIGANT'S RIGHTS

It appearing from the annexed Certification that the  
Township of Monroe failed to obey this Court's Order and Judgment  
of May 13, 1985, and that no stay has been granted with regard to  
said order,

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_, 1986

ORDERED, that the Mayor and Council of the Township of Monroe appear and show cause before this Court at the Ocean County Courthouse, Toms River, New Jersey on the \_\_\_\_\_ day of \_\_\_\_\_, 1986. at 9:00 a.m., or as soon thereafter as counsel may be heard why an order should not be entered directing that:

1. The Monroe Township Council make forthwith an emergency appropriation of funds sufficient to pay Carl Hintz the sum of \$10,248.42, plus interest at the judgment rate from May 13, 1985 to the date of payment, plus costs and attorney's fees in an amount to be determined by the court;

2. The Treasurer of Monroe Township issue and the Mayor of Monroe Township sign, immediately thereafter, a check representing good funds for the payment to Mr. Hintz as ordered by this court on May 13, 1985.

3. In the event that any of the above parties fails to comply with said order by a date certain, the Midlantic National Bank, Cranbury Office, which serves as repository of funds for Monroe Township, make payment directly to Mr. Hintz in the amount of \$10,248.42 plus interest at the judgment rate from May 13, 1985 to the date of payment, plus costs and attorney's fees in an amount to be determined by the court and charge the account of Monroe Township accordingly.

4. Such further relief as may be equitable and just; and it is further

ORDERED, that a copy of this Order and a copy of the annexed certification of William P. Isele shall be served upon the attorney for the Township of Monroe personally or by certified mail, return receipt requested.

.....  
EUGENE D. SERPENTELLI, A.J.S.C.

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NOTICE OF APPEAL FILED  
APRIL 7, 1986

1-4620-8577

RECEIVED  
APPELLATE DIVISION

APR 7 4 28 PM '86

SUPERIOR COURT  
OF NEW JERSEY

ORIGINAL FILED

APR 7 1986

ELIZABETH McLAUGHLIN  
Clerk

NOTICE OF APPEAL

SUPERIOR COURT OF NEW JERSEY

APPELLATE DIVISION

Title of action as captioned below: - See Attachment A

Attorney of Record

Name: Mario Apuzzo, Director of Law

Address: Township of Monroe, County of Middlesex

Municipal Complex, Perrineville Rd., Jamesburg, NJ 08831

Phone No.: (201) 521-4400

Attorney for: Monroe Township

On Appeal From:

Trial Court/State Agency:

Superior Court of New Jersey, Law Division

Trial Docket or Indictment Number:

(See Attachment A)

Trial Court Judge:

Civil [ x ] Criminal [ ] Juvenile [ ]

Notice is hereby given that Monroe Township appeals to the Superior Court of N. J. Appellate Division, from the judgement [ x ] order [ ] other (specify) [ ] entered in this action on May 13, 1985, in favor of Thomas R. Farino, Jr., Esq., Carl E. Hintz, and (date) Carla Lerman.

If appeal is from less than the whole, specify what parts or paragraphs are being appealed: Appeal is being taken from the Order dated May 13, 1985 ordering payment by Monroe Township to Thomas R. Farino, Jr., Esq., in the amount of \$23,893.00 and to Carl E. Hintz in the amount of \$10,248.42 and to Carla Lerman in the amount of \$6,839.55. This was an Interlocutory Order which is now final due to the Supreme Court's Decision in this matter decided on February 20, 1986.

Are all issues as to all parties disposed of in the action being appealed? Yes [ x ] No [ ] If not, is there a certification of final judgment entered pursuant to R. 4:42-2? Yes [ ] No [ ]

102a

In criminal, quasi-criminal and juvenile cases . . . not incarcerated [ ] incarcerated [ ] confined at \_\_\_\_\_  
Give a concise statement of the offense and of the judgment, date entered and any sentences or disposition imposed: \_\_\_\_\_

1. Notice of Appeal has been served on:

<u>Name</u>	<u>Date of Service</u>	<u>Type of Service</u>
Trial Court Judge <u>Eugene D. Serpentelli</u>	<u>4/7/86</u>	<u>Ord. Mail</u>
Trial Court Clerk/State Agency <u>John Mayson</u>	<u>4/7/86</u>	<u>Cert. Mail</u>

Attorney General or governmental office  
under R. 2:5-1(h) W. Cary Edwards, c/o Daniel Reynolds, Deputy Attorney General 4/7/86 Ord. Mail

Other parties:

<u>Name and Designation</u>	<u>Attorney Name, Address &amp; Telephone No.</u>	<u>Date of Service</u>	<u>Type of Service</u>
(609) 655-2700 (1) <u>Thomas R. Farino, Jr., Esq.</u>	<u>pro se Applegarth &amp; Halfacre Rd., Cranbury, NJ 08512</u>	<u>4/7/86</u>	<u>Ord. Mail</u>
(609) 737-1930 (2) <u>Carl E. Hintz</u>	<u>Carl Hintz, Hintz/Nelesson Associates, P.C., 12 North Main Street, Pennington, NJ 08534</u>	<u>4/7/86</u>	<u>Ord. Mail</u>
(3) <u>Carla Lerman</u>	<u>Carla Lerman 413 West Englewood Drive Teaneck, NJ 07666</u>	<u>4/7/86</u>	<u>Ord. Mail</u>
(201) 648-5687 (4) <u>Urban League of Greater Brunswick</u>	<u>Barbara Stark, Esq. New Constitutional Litigation Clinic, Rutgers Law School 15 Washington Street, Rm. 338, Newark, NJ 07102</u>	<u>4/7/86</u>	<u>Ord. Mail</u>
(5) _____	_____	_____	_____

I hereby certify that I have served a copy of this Notice of Appeal on each of the persons required as indicated above.

April 7, 1986  
(date)

*John Mayson*  
Signature of Attorney of Record

NOTICE OF APPEAL  
PAGE 3

2. Prescribed Transcript Request Form has been served on:

<u>Name</u>	<u>Date of Service</u>	<u>Amount of Deposit</u>
Administrative office of the Courts Chief, Court Reporting Service _____	_____	_____
Court Reporter's Supervisor/Clerk of Court or Agency _____	_____	_____
Court Reporter _____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that I served the Prescribed Court Transcript Request Form on each of the above persons and paid the deposit as required by R. 2:5-3(d).

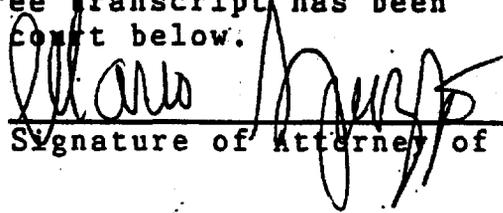
\_\_\_\_\_  
(date)

\_\_\_\_\_  
Signature of Attorney of Record

3. I hereby certify that:

- There is no verbatim record.
- Transcript is in the possession of the Attorney of Record.
- A motion for abbreviation of transcript has been filed with the court or agency below.
- A motion for free transcript has been filed with the court below.

April 7, 1986  
(date)

  
\_\_\_\_\_  
Signature of Attorney of Record

AMENDED  
ATTACHMENT A

URBAN LEAGUE OF GREATER NEW BRUNSWICK, a nonprofit corporation of the State of New Jersey, CLEVELAND BENSON, JUDITH CHAMPION, BARBARA TIPPETT AND KENNETH TUSKEY, ON THEIR OWN BEHALF AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED,

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Plaintiffs,

and

FANNIE BOTTS, LYDIA CRUZ AND JEAN WHITE,

Plaintiffs,

v.

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THE MAYOR AND COUNCIL OF THE BOROUGH OF CARTERET, MAYOR AND COUNCIL OF THE BOROUGH OF DUNELLEN, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF EAST BRUNSWICK, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF EDISON, MAYOR AND COUNCIL OF THE BOROUGH OF HELMETTA, MAYOR AND COUNCIL OF THE BOROUGH OF HIGHLAND PARK, MAYOR AND COUNCIL OF THE BOROUGH OF JAMESBURG, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MADISON, MAYOR AND COUNCIL OF THE BOROUGH OF METUCHEN, MAYOR AND COUNCIL OF THE BOROUGH OF MIDDLESEX, MAYOR AND COUNCIL OF THE BOROUGH OF MILLTOWN, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MONROE, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NORTH BRUNSWICK, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF PISCATAWAY, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF PLAINSBORO, MAYOR AND COUNCIL OF THE BOROUGH OF SAYREVILLE, MAYOR AND COUNCIL OF THE CITY OF SOUTH AMBOY, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF SOUTH BRUNSWICK, MAYOR AND COUNCIL OF THE BOROUGH OF SOUTH PLAINFIELD, MAYOR AND COUNCIL OF THE BOROUGH OF SOUTH RIVER, MAYOR AND COUNCIL OF THE BOROUGH OF SPOTSWOOD, TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOODBRIDGE,

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Defendants,

and

TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CRANBURY,

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Defendant

Docket No. C-4122-73

MONROE DEVELOPMENT ASSOCIATES vs. MONROE TOWNSHIP

Docket No. L-076030-83 PW

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LORI ASSOCIATES, a New Jersey Partnership; and  
HABD Associates, a New Jersey Partnership vs.  
MONROE TOWNSHIP, A Municipal Corporation of the  
State of New Jersey, located in Middlesex County,  
New Jersey

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Docket No. L-28288-84

GREAT MEADOWS, a New Jersey Partnerhsip; MONROE  
GREENS ASSOCIATES, as Tenants in Common; and  
GUARANTEED REALTY ASSOCIATES, INC., a New Jersey  
Corporation vs. MONROE TOWNSHIP, a Municipal  
Corporation of the State of New Jersey, located in  
the State of New Jersey, Middlesex County, New Jersey

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Docket No. L-32638-84 P.W.

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