

U.L. v. Carteret

N. Brunswick

11/21

1985

Letter to Les from Neisser dated Nov. 21, 1985,
w/ Service List (1 pg) and UL Proposals
for N. Br. Affordable Housing Ordinance (1 pg)
attached

Pgs. 4 total

CA000466L

THE STATE UNIVERSITY OF NEW JERSEY
RUTGERS
Campus of Newark

School of Law-Newark • Constitutional Litigation Clinic
S.I. Newhouse Center For Law and Justice
15 Washington Street • Newark • New Jersey 07102-3192 • 201/648-5687

November 21, 1985

Leslie Lefkowitz, Esq.
1500 Finnegans Lane
North Brunswick, NJ 08902

RE: Urban League v. Carteret, No. C 4122-73
(North Brunswick)

Dear Les,

Yesterday afternoon I received a message from your office seeking to set a time for a meeting concerning North Brunswick for next week. As I informed your secretary this morning, I will be first available for such a meeting on Tuesday, December 3.

There are two reasons for this. First, as you may have heard, four of your colleagues have filed appeals of transfer motion denials on which the Supreme Court has taken direct certification and required expedited briefing. The main briefs must be filed December 2.

Second, I will not attend another meeting concerning North Brunswick at which substantial ordinance revisions, prepared well in advance, are presented to us as we walk into the meeting. At our last meeting on July 25, you presented us with a re-draft dated June 18. This is, in my view, an unfair and inefficient process when dealing with complex, detailed ordinance language drafting and multiple parties. Thus, I would not in any case meet again until I have received a complete draft of what you would like to discuss at the meeting at least two working days before the meeting. Thus, my availability for a December 3 meeting depends on receiving your draft ordinance by Wednesday, November 27. For my part, I enclose herewith, our proposed language for a hardship exception in cases in which the developer is unable to sell a lower income unit despite diligent efforts. This responds to Mr. Daines' request, reiterated in his November 6 letter to you. In addition, I enclose our proposal for dealing with foreclosures. Moreover, I have today written Ms. Lerman asking that she provide all of us next week, if possible, with a copy of her comments on the zoning ordinance. Finally, I would expect to receive by the 27th the quarterly report due September 30 under the Consent Order. I should note that, if materials are not received from you by the 27th, that my next available date for a meeting would be Thursday the 5th, because I will be in court on the 4th.

CA000466L

With regard to the timing of the meeting, I recognize, of course, that the compliance hearing is set for December 9 and I am glad that you are now moving to achieve compliance by that date. I am sure that the Town Council can now plan a meeting, a special one, if necessary, for Thursday, December 5 or Friday the 6th to review the final affordable housing ordinance and provide you with the necessary approvals for the compliance hearing on the 9th.

I look forward to receiving shortly your final draft of the affordable housing ordinance and your quarterly report and to meeting with you and the others during the week of December 2. It would, of course, greatly expedite matters if you would send a copy of your draft simultaneously to Carla Lerman, as she will, no doubt, be asked by the Court on the 9th to comment on the adequacy of that draft.

Sincerely yours,



Eric Neisser

cc: Carla Lerman
North Brunswick Service List

SERVICE LIST

URBAN LEAGUE v. CARTERET, No. C 4122-73 (North Brunswick)

Leslie Lefkowitz, Esq.
1500 Finnegans Lane
North Brunswick, NJ 08902

Stewart M. Hutt, Esq.
459 Amboy Avenue
Woodbridge, NJ 07095

Douglas K. Wolfson
Engelhard Building
PO Box 5600
Woodbridge, NJ 07095

Donald R. Daines, Esq.
K. Hovnanian Companies of NJ
10 Highway 35, PO Box 500
Red Bank, NJ 07701

Frederic Kessler, Esq.
Clapp & Eisenberg
80 Park Plaza
Newark, NJ 07102

URBAN LEAGUE PROPOSALS FOR NORTH BRUNSWICK
AFFORDABLE HOUSING ORDINANCE

A. Hardship Exception.

Where a developer has diligently attempted to market a lower income housing unit and that unit has not been sold within six (6) months after issuance of the certificate of occupancy for that unit, the developer may seek relief under this paragraph by submitting to the Affordable Housing Agency documentation of all efforts made to sell the unit and the hardship suffered by the continued vacancy. If the Agency finds that the developer has made reasonably diligent efforts and has suffered hardship, and that it is not realistic to expect sale to a qualified household within a reasonable time if sales efforts were to continue, the Agency, in its discretion, may provide relief to the developer by permitting the unit to be offered for sale to a purchaser whose income level is up to fifty percent (50%) higher than the income ceiling fixed for the income category for which the unit was originally offered for sale. The unit shall, nevertheless, be sold at the maximum affordable price originally determined by the Affordable Housing Agency and a covenant embodying the relevant restrictions of this chapter shall be recorded with the deed for the sale of the property and be subject to the restrictions of this Chapter.

B. Foreclosure.

1. Notwithstanding the restriction on resale of low and moderate income units set forth in this section, there shall be no such restriction in the event of foreclosure and resale by a lender after foreclosure.

2. In the event of foreclosure, the Affordable Housing Agency shall attempt to identify qualified low and moderate income purchasers and shall give notice to the lender of their identity. The Affordable Housing Agency shall undertake other efforts to ensure that lower income housing will not be made unavailable to low or moderate income families by virtue of foreclosure. Toward this end, the Affordable Housing Agency shall work with developers of lower income housing to incorporate into deeds or covenants appropriate language providing the Agency with limited rights to intervene prior to foreclosure in order to maintain the property as a low or moderate income unit. In the event of foreclosure, the difference, if any, between the sales price and the lender's recovery of principal, interest and costs under its mortgage shall be paid to the Affordable Housing Agency for use in increasing other affordable housing opportunities. The Agency shall have and record a second lien on all lower income properties to insure payment of such difference in case of foreclosure.