

U.L. v. Cateret, South Plainfield

25 Oct 1985

- - Certification of P. G. George in Support of Application for leave to intervene and to lift restraints

Pgs 5

NO P.I.

- CA000688V

LAW OFFICES
JOHN GEORGE
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SOUTH PLAINFIELD, NEW JERSEY 07080-0507
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Plaintiff

ATTORNEYS FOR _____

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
GENERAL EQUITY PART
MIDDLESEX/OCEAN COUNTIES
(MOUNT LAUREL)
DOCKET NO. C-4122-73

URBAN LEAGUE OF
GREATER NEW BRUNSWICK,
et al.,

Plaintiffs,

-vs-

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

Defendants.

: CIVIL ACTION
:
: CERTIFICATION OF PHILIP G.
GEORGE IN SUPPORT OF
: APPLICATION FOR LEAVE TO
INTERVENE AND TO LIFT
: RESTRAINTS

:

:

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
GENERAL EQUITY PART
MIDDLESEX COUNTY
DOCKET NO. [#]

LAWRENCE J. MASSARO,
VINCENT ORAZI, and
GENE S. MOHAN and
DEBRA A. MOHAN, his wife,

Plaintiffs,

-vs-

: CIVIL ACTION

:

:

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BOROUGH OF SOUTH PLAINFIELD,
MAYOR AND COUNCIL OF SOUTH
PLAINFIELD, MAYOR MICHAEL ENGLISH,
COUNCIL PRESIDENT FERDINAND
THIEL, COUNCIL MEMBERS BERNARD
CONLON, DONALD ACRIN, MICHAEL
WOSKEY, DANIEL GALLAGHER AND
ADDIE LEVINE,

Defendants.

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PHILIP G. GEORGE, of full age, hereby deposes and
says:

(1) I am an attorney at law of the State of New Jersey and a member of the law office which represents Lawrence J. Massaro, Vincent Orazi and Gene and Debra Mohan, contract purchasers of certain parcels of land in the Borough of South Plainfield for which title has not yet been passed.

(2) Lawrence J. Massaro is the contract purchaser of part of Lot 6 in Block 438 by resolution of the Mayor and Council of South Plainfield dated June 11, 1984, for a purchase price of \$53,125.00, and part of Lot 26 in Block 310 dated June 11, 1984, for a purchase price of \$106,500.00. He is also the contract purchaser of part of Lot 1.01 in Block 427 and part of Lot 4.01 in Block 448 dated August 13, 1984, for a purchase price

of \$1,270,348.50. Deposits were duly paid in to the Borough.

(3) Vincent Orazi is the contract purchaser of part of Lot 2.01 in Block 398 by resolution of the Mayor and Council of South Plainfield dated July 9, 1984 for a purchase price of \$25,000.00. Deposit was duly paid to the Borough.

(4) Gene Mohan and Debra Mohan, his wife, are the contract purchasers of part of Lot 3 in Block 398 by resolution of the Mayor and Council of South Plainfield dated August 8, 1983 for a purchase price of \$15,500.00. Deposit was duly paid to the Borough.

(5) More complete descriptions of the parcels of land in question and the resolutions offering the said properties for sale and accepting the respective bids therefor, are contained in the Exhibits section of a complaint for specific performance filed on October 16, 1985, a copy of which is attached to this certification pursuant to the requirements of R. 4:33-3.

(6) On August 12, 1985, the Mayor and Council of South Plainfield passed resolutions making time of the essence for the payment of the balance of the purchase prices for these properties, with performance set for Friday, August 23, 1985, before 5 P.M. See Exhibits [A-D] attached hereto.

(7) On August 23, 1985, plaintiffs/intervenors (called plaintiffs hereafter) through their attorney John George, a member of this office, appeared at the office of the South Plainfield Borough Clerk and tendered payment of the balance of

the purchase price for these properties, which was accepted for the Borough by the Clerk.

(8) At that time, the Borough did not tender or deliver deeds to the properties. At the time the resolution making time of the essence was passed and the specific day set for performance, the Borough was still restrained from making any land sales or consummating any land sale contracts by order of this Honorable Court dated July 3, 1985, which restraints continue to this present date.

(9) On October 2, 1985, this Court heard oral argument on the consolidated motions of Urban League defendant municipalities to transfer their cases to the Fair Housing Council and orally continued the restraints above as part of its bench decision on the motions.


(10) On October 11, 1985 this office received a copy of a letter dated October 9, 1985 from Eric Neisser, Esq., attorney for the Urban League, indicating that the New Jersey Housing and Mortgage Finance Agency (HMFA) has set a deadline for applications for first-round funding to municipalities seeking to meet their Mount Laurel obligations of mid-January 1986 (Exhibit E). In the judgment of May 22, 1984, of this Court regarding establishment and implementation of South Plainfield's Mount Laurel obligations, at paragraph 6, the Borough committed itself to apply for any available funds for rehabilitation of housing or subsidy of construction or rents, which the HMFA funds would appear to be. And further, the Lot 1.01/Block 427 - Lot

4.01/Block 448 parcel purchased by Lawrence J. Massaro but not conveyed is a tract designated for multiple housing to meet South Plainfield's immediate housing needs under the judgment.

(11) I am making application on behalf of the plaintiffs in this matter seeking leave to intervene and to have the restraints on land sales lifted as to their purchases. I hereby certify that the foregoing statements made by me are true, and the copies of documents attached or referred to, true copies. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

DATED:

October 25, 1985



PHILIP G. GEORGE
for the office