UL v. Carlent, Old Bridge

April 29, 1987

Reply letter brief to the superior Court

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MEZEY & MEZEY

COUNSELLORS AT LAW
93 BAYARD STREET
P.O.BOX238
NEW BRUNSWICK, N.J. 08903
(201) 545-6011

LOUIS A. MEZEY (1929-1982)
FREDERICK C. MEZEY*
JEFFREY L. SHANABERGER**
DEBORAH A. COHEN

SUITE 100
ELM RIDCE RD., R.D. 2
PRINCETON, N.J. 08540
(609) 921-1743

•MEMBER OF N.J. ft D.C. BAR.
••MEMBER OF N.J. % N.Y. BAR

Q(JR FILE NO.

April 29, 1987

Honorable Judges of the Superior Court
Appellate Division
Hughes Justice Complex
CN 006
Trenton, NJ 08625

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

Dear Honorable Judges:

Please accept this letter brief by way of reply to respondent's brief as follows:

1. Oakwood at Madison and Beren Corp., as set forth in our letter of April 9, 1987 (a copy of which is annexed hereto for the convenience of the Court and parties), seek vacation of the January 24, 1986 order only in so far as it applies to Oakwood at Madison, Inc. and Beren Corp. It is not the intention of the appellant to cause a dislocation or invalidation of any rights the other parties may have in the said order.

2. The Urban League's argument in their respondent's brief appears to be logically inconsistent. They argue that Oakwood and Ber.en were not entitled to notice because they were parties to the proceedings only for a limited purpose. It makes no difference whether the purpose for which they became parties was limited or not. The only important question is were Oakwood

and Beren affected by the January 24, 1986 order. There was an adjudication in the order as to Oakwood and Beren in two regards. One, the number of low and moderate income units which they were to build was set at 263 under paragraph 2c of the order (Da78) and, two, the Court's extension of the May 31, 1985 order enjoining the issuance of building permits to Oakwood at Madison under paragraph 10 (Da84). If these two provisions are stricken from the order, then the appellant will be satisifed. If Urban League is unwilling to strike these provisions from the order, then the rights of Oakwood at Madison, Inc. and Beren Corp. are affected by the order, and under basic principles of due process they should be noticed and afforded the opportunity to be heard. It should be made clear that no notice of any kind was received in regard to a hearing affecting Oakwood at Madison or Beren, either in writing or oral, until after the hearing occurred and the judgment was executed.

3. The Urban League also argues that the question is moot since Oakwood, Beren and the Urban League have subsequently entered into a settlement whereby Oakwood and Beren agreed to construct 183 low and moderate income units (Pa8-5). This agreement, of course, is only effective upon court approval and as of this date the matter has been referred by Judge Serpentelli to a Standing Master. Since there may never be Court approval, the issue at this time cannot be said to be moot. Until court approval of the settlement, the only operative document is the January 24, 1986 order and judgment of repose which purports to adjudicate the rights of Oakwood at Madison, Inc. and Beren Corp. without notice to them or an opportunity to be heard.

Respectfully submitted,

MEZEY & MEZEY

BY_____
FREDERICK C. MEZEY

FCM:ck
enc.
cc: All Counsel of Record