

letter brief in support of appeal
by Twp of Monroe, Δ - appellant
+ appendix

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Township of Monroe

JUDGE SERPENTELLI'S CHAMBERS

County of Middlesex

PETER P. GARIBALDI
Mayor

MARIO APUZZO
Director of Law

DEPARTMENT OF LAW: Municipal Complex

Perrineville Road

Jamesburg, N.J. 08831

(201) 521-4400

LETTER BRIEF

September 20, 1985

Superior Court of New Jersey

Appellate Division

Docket No. A-5394-84T1

Urban League of Greater New Brunswick et al, Respondent

v. The Township of Monroe 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

Municipal Complex

Perrineville Road

Jamesburg, New Jersey 08831

(201) 521-4400

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
 MARIO APUZZO
 Director of Law of The Township
 of Monroe

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PROCEDURAL HISTORY

Urban League of Greater New Brunswick
et al v. Borough of Carteret, et al

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 is 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 are 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 Mout 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. Caria Lerman was appointed by the court as Master to assist the Township in its compliance effort. 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 May 13, 1985, Thomas R. Farino, Jr., Esq., former Township Attorney, applied for and was granted an order (Da 5) that the Township of Monroe pay amounts allegedly owed to him for legal services and that the Township pay amounts allegedly owed to the Court-appointed Master and to the Planner.

STATEMENT OF FACTS

As a result of the on-going 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 on July 27, 1984 to submit a compliance package to the Court. Ms. Carla Lerman was appointed by the Court as Master to assist the Township. 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. 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. Mr. Farino was advised that the remaining available balance from which to pay for his legal services was \$74.50 as of May, 1984. (Da 14)

As the Master, Ms. Lerman was court-appointed, no allowance was ever made in the Municipal Budget for payment for her services. No Purchase Orders, required by established procedures, were ever created to encumber funds for payment of Ms. Lerman. (Da 15,16) 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. (Da 15,16) No provisions were ever made in the 1984 Monroe Township Municipal Budget to pay for any of these professional services. (Da 15,16) 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.

(Da 5)

As of April 1, 1985, Thomas R. Farino, Esq. was no longer attorney for the Township of Monroe. The Department of Law of the Township of Monroe assumed responsibility for representation of the Township in Urban League, as well as other matters, as of April 1, 1985.

ARGUMENT I

THE COURT LACKS 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. (N.J. 1979) 79 NJ 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) ¹

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.

and Essex County Bd. of Taxation v. Newark, 73 N.J. 69 (1977).²

Only under limited circumstances, not here applicable, may a municipal expenditure be made prior to an appropriation. The purpose of the Local Budget Law (N.J.S.A. 40A:4-1 to 87) is to achieve fiscal control and prevent irresponsible, ill-considered or undisclosed public expenditures, and deficit financing.

Mt. Laurel Twp. v. Local Finance Bd., 166 N.J. Super. 254 (App. Div. 1978), at 257; N.J.S.A. 40A:4-57.

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 (Da 14). 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 (Da 14). Also, the Township never voluntarily retained the services of either Mr. Hintz or Ms. Lerman. 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

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

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.

ARGUMENT II

THE MAY 13, 1985 ORDER FOR PAYMENT CANNOT BE ENFORCED AGAINST THE TOWNSHIP OF MONROE BECAUSE THE DEFENDANT-APPELLANT TOWNSHIP WAS NOT AFFORDED NOTICE AS REQUIRED BY THE RULES OF COURT OF THE STATE OF NEW JERSEY.

Rule 1:6-2 of the Rules governing The Courts Of The State Of New Jersey requires that any application to the Court for an Order shall be by Motion or by Order to Show Cause in special cases. The Defendant-Appellant Township of Monroe was unaware that an Order had been sought against it until the Order of May 13, 1985 was received in the Township Clerk's Office on June 24, 1985.

If this Order was sought on written Motion pursuant to Rule 1:6-2, then the provisions of Rule 1:5-1 requiring service upon all attorneys of record were not met as the Township had no prior indication that any Order had been sought. Further, on May 13, 1985, Thomas R. Farino, Jr., Esq. was no longer the Township Attorney and was required by the Rules of Court to serve notice upon the current Township attorney through the Department of Law and its Director, Mario Apuzzo, Esq.

If the Order of May 13, 1985 was sought pursuant to Rule 4:67 on an Order to Show Cause, then it was defective for failure to comply with Rule 4:67-3 which requires that process in the form of a copy of the Order to Show Cause be served upon the Defendant.

On May 13, 1985, Thomas R. Farino, Jr., Esq. was no longer acting in the interest of Monroe Township, his former client. Notice was therefore required to be given to the Township of Monroe pursuant to the Rules of Court. Most important, this failure of notice precluded any opportunity for the Township to be heard and to present its position to the Court.

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

MARIO APUZZO
Director of Law

MA:ap
Encls.

cc: As per Monroe Mailing List
Peter P. Garibaldi, Mayor
Mary Carroll for Members of Monroe
Township Council
Joseph R. Scranton, Business Administrator

1a

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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

JUDGE CEMENTELLI'S CHAMBERS

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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.

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

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

GARFIELD & COMPANY
Plaintiff,
vs.

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

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,
RICHCREE 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.

2a

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
DOCKET NO. L-59643-83
Plaintiff,
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
DOCKET NO: L-070841-83
vs.

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
MIDDLESEX/OCEAN COUNTIES
DOCKET NO. L-076030-83 PW
vs.

MONROE TOWNSHIP,
Defendant.

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

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

4a

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,

5a

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.

6a

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

Phone No.: (201) 521-4400

08831

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 (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 \$23,393.00 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

7a

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 & Telephone No.</u>	<u>Date of Service</u>	<u>Type of Service</u>
(1) <u>Thomas R.</u>	<u>Thomas R. Farino, Jr., Esq.</u> (serve this party with transcript) <u>Applegarth & Farino, Jr., Esq. 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>	<u>Dept. of Community Affairs</u>	<u>8/7/85</u>	<u>Ord. Mail</u>
(5) <u>Div. of Local Government Services</u>	<u>363 West State Street, CN 803 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.

Handwritten signature/initials

Handwritten signature/initials

(609) 655-2700

(609) 737-1930

8a

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.

8/7/85
(date)

William Spigno
Signature of Attorney of Record

9a
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

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

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

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

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.

11a

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

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
MIDDLESEX COUNTY
DOCKET NO: A-5394-84T1
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

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

GARFIELD & COMPANY
Plaintiff,

vs.

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

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.

12a

the State of New Jersey,
Plaintiff,

vs.

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.

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

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.

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

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

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-076030-83 PW

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

SUPERIOR COURT OF NEW JERSEY

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

15a

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.

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.

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.

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