

Monroe 1985 or 86

Draft of letter from expert to court re: payment

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*to be marked
up as needed!*

Ms. Donna Tarr - T1
Office of the Clerk
Superior Court of New Jersey
Appellate Division
CN006
Trenton, N.J. 08625

RE: A-5394-84T1

Urban League of
Greater
New Brunswick

vs

Twp of Monroe et al.

Dear Ms. Tarr,

letter MEMORANDUM in support of my argument
Please accept this ~~as my response to the appeal brought by Monroe~~
~~to pay my reasonable & ~~the~~ fee ~~of the~~ as~~
Township. ~~I would like to address the situation from my~~
~~own appointed expert in connection with~~ *←*
~~perspective and explain how and why I submitted a bill for~~
~~services to Monroe Township.~~ *The captioned matter.*

[Handwritten signature/initials]

In August, 1983, I was called by the Hon. Eugene D. Serpentelli,
whom I did not know, because my name had been submitted, with
others, as a person who might be appropriate to serve as the
Court's expert in the case of Urban League of Greater New

Attached hereto as Exhibit A for the Court's consideration
is a copy of my CV.

Brunswick v. Carteret et al. Of the names submitted by the parties to the suit, my name was apparently one of those to which ~~there had been no objection on the part of any party~~ ^{NO} had objected, and Judge Serpentelli asked if I would serve as the Court's expert witness in order to prepare a Fair Share report for the case. I was very pleased to accept this assignment. I was asked to inform the Court of what my hourly and/or daily fee for services would be, and was subsequently instructed by the Court that I was to bill all parties equally for my services.

SEE FILE
WILLIAM SERPENTELLI
JUDGE
REPLY TO
REPLY TO
REPLY TO

→ BENEVOLENT, HOW MUCH AMOUNT BILLED ATTORNEY
WILL. WHAT PAID, BY WHOM, WHO OWES?

During September, October and November of 1983, I prepared a Fair Share Report for the case, defining the region, determining present and prospective need, and allocating a Fair Share of that need to each of seven townships involved in the case. In January of 1984, at a case management conference, there was discussion of various methodologies that had been used by different experts in several cases before Judge Serpentelli, and Judge Serpentelli requested that I chair a committee of all of the experts involved for plaintiffs and defendants in The Urban League of Greater New Brunswick v. Carteret et al. to determine if a consensus could be reached on a methodology to be used in determining need and allocating fair share. This planning group met during February and March and I then prepared a report with input from the entire group, which has been described as the consensus report. This report was made available to all parties in the case at the beginning of April, 1984. In May of 1984 all parties in the case were billed equally for services I had provided since August of 1983. The amount billed to each party was \$1,572. Monroe

Integration?



Township was one of the parties which received this bill.

In April and May of 1984 the case was brought to trial, and I was asked by the Court to testify, which I did for four days during that trial. Certain additional services were requested in terms of computation of region and resulting Fair Share by Monroe Township and Cranbury Township. These calculations were done and this particular work was billed only to those two towns. In September, 1984 Monroe Township was billed \$297.55 for this work, and for testimony at the trial.

In August 1984, Monroe Township was ordered to rezone with a Fair Share number of 774. In that same order I was appointed Master to assist the Township with their rezoning and to assist the parties to the suit in reaching agreement. Monroe Township did not start any action on this order until September 1984, and, starting at that time, I met with the Council in public session and executive sessions 16 times to hear and review specific developers' proposals and to discuss and review with them directions for the rezoning to take that, in my judgement, would be acceptable to the Court. In January the Council was ready for the drafting of specific ordinances, and engaged the services of a professional planner to meet with them and to meet with me and subsequently to draft the ordinances. In March 1985 I submitted a third bill for services to Monroe Township for work performed from the time of Judge Serpentelli's August 1984 order through January 1985. The amount of this bill was \$4970.

In April 1985 a compliance program report was submitted to me and I was requested by the Court to review the compliance program and give my recommendations for acceptance or rejection by the Court, as well as my proposals for modifications which might make it acceptable. As there were certain portions of the compliance program which differed from that which was proposed in my meetings with the Council, there were certain recommendations that were necessary to enhance the possibility of low and moderate income housing being built. Additionally, during the period of my review a development which had been indicated in the compliance program to provide a five percent set-aside of units for low and moderate income households, was given preliminary approval by the Planning Board and the Council without this set-aside being required. My review of the compliance program reflected what appeared to be a change in the compliance program being approved by the Council and I recommended additions to the compliance program which I felt would correct that deficiency. I have not yet billed Monroe Township for the time spent in reviewing the compliance program and writing my recommendations based on that review.

I performed the work in the case of The Urban League of Greater New Brunswick v. Carter et al. on the order of the Superior Court of Ocean County and I believe I did what was requested of me in those orders. At no time did the Mayor, Council members, or the attorney for Monroe Township advise me that I should not do the work requested by the Court, or that I should not attend meetings as requested by the Council. I feel that when a

~~professional agrees to be an expert witness for the Court, there is an assumption that the Court's order to perform work and the Court's instructions as to which parties to bill is as valid and reliable as a normal professional contract for services. During the two years during which the services took place I had no reason to think that I would not ultimately be paid for those services, even though Monroe Township was the only one of the billed parties not to have paid. I would assume that this reliance on a Court order is essential for the Court to be able to retain the services of qualified experts.~~

Attached

Sincerely,

Carla L. Lerman, P.P.

C.C.: All Counsel - CRRR

orig & 6 cys to Court