

9/22/85

~~ML~~ ~~ML~~ - Randolph

ML Civil Action - certification of
Stephen Eisdorfer

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ML000592V

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PUBLIC ADVOCATE OF NEW JERSEY
BY: STEPHEN EISDORFER
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-MIDDLESEX/MORRIS COUNTY
DOCKET NO. L-6001-78 P.W.

MORRIS COUNTY FAIR HOUSING
COUNCIL ET AL,
Plaintiffs,

VS.

BOONTON TOWNSHIP ET
AL,
Defendants.

Civil Action
(Mt. Laurel Action)

STATE OF NEW JERSEY :
COUNTY OF MERCER : SS.

Stephen Eisdorfer, being of full age and duly sworn, upon his oath deposes and says:

1. I am an attorney employed by the Division of Public Interest Advocacy of the Department of the Public Advocate. In that capacity I am familiar with the litigation between Morris County Fair Housing Council et al and Randolph Township.

2. In August 1984, counsel for Randolph Township drafted

an agreement and ordinance which plaintiffs found generally acceptable, except for a number of relatively modest points.

3. After this draft agreement was received by my office a number of problems developed.

4. Randolph unilaterally adopted an ordinance which, inter alia, rezoned a key site in the settlement agreement, the so-called Randolph Mountain Ski Area site, with limitations upon development quite different from and inconsistent with the terms of the tentative agreement. Specifically, the ordinance prohibited development of any portion of the site above 600 feet above sea level. When plaintiffs' expert had evaluated this site prior to plaintiffs agreeing to the tentative settlement, he had relied on this portion, of the site being available for development in reaching his conclusion that this site created realistic opportunities for development of 110 units of lower income housing.

5. The property owner, who had previously been amenable to development of the site for lower income housing under the terms of the tentative agreement, objected to this new limitations on the grounds that it made development of the 110 units of lower income housing called for by the agreement impossible. It filed a written objection to the proposed agreement with the Court on these grounds.

6. Jan Packaging, the owner of a second site (described in the Randolph papers as the Mai, Inc. site), which municipal officials had represented to plaintiffs as being owned by a party ready, willing, and able to develop lower income housing in accordance with the terms of the tentative agreement, indicated

to plaintiffs orally and in writing that it had no such intentions.- Jan Packaging also filed a written objection to the proposed settlement with the Court.

7. The tentative agreement called for Randolph to acquire a 20 acre site, known as the State inspection site, for purposes of developing moderate income manufactured housing at a 43.75 per cent setaside. Randolph declined to take any steps during the pendency of the negotiations to ascertain whether this site continued to be available or to take steps to negotiate an agreement with the State to acquire the site.

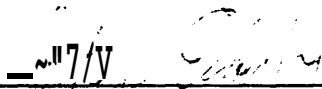
8. Despite plaintiffs¹ repeated urgings that these problems were potentially fatal to any settlement and had to be resolved before any agreement could be finalized, the municipality took no steps to resolve these issues.

9. On August 29, 1985, I conferred by telephone with Edward Buzak, counsel for Randolph Township. I told Mr. Buzak that I was sending a revised agreement and ordinance to him by express mail. I repeated to him my previously expressed concern that we did not appear to have agreement as to the sites to be rezoned. Mr. Buzak then told me that Randolph intended to file a motion within the next week to transfer the case to the Affordable Housing Council pursuant to L.1985 c.222, s.16. We discussed the implications of that action at some length. I questioned Mr. Buzak with particularity as to whether this meant that Randolph would wait until the Affordable Housing Council issued its substantive guidelines before taking further steps toward formulating a compliance plan. He advised me that that

was his client's intention. I told him that in my view this represented a repudiation of the tentative agreement.

10. As a result of this conversation, I did not send Mr. Buzak a revised form of agreement since that seemed to be a futile act.

I certify that the foregoing statements made by me are true. I am aware that if any of the statements made by me are wilfully false, I am subject to punishment.



Stephen Eisdorfer

Dated: September 22, 1985