

~~CA~~ - Old Bridge

9/16/86

AF
Certification of Convey in opposition
to motion for attorneys' fees and costs

pg 6

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JEROME J. CONVERY, ESQ.
 151 Route 516
 P.O. Box 642
 Old Bridge, NJ 08857
 (201) 679-0010
Attorney for Def. Township of Old Bridge

URBAN LEAGUE OF GREATER	:	SUPERIOR COURT OF NEW JERSEY
NEW BRUNSWICK, et al.,	:	CHANCERY DIVISION
	:	MIDDLESEX/OCEAN COUNTY
Plaintiffs,	:	
	:	Docket No. C 4122-73
vs.	:	<u>Civil Action</u>
THE MAYOR AND COUNCIL OF	:	CERTIFICATION OF
THE BOROUGH OF CARTERET,	:	JEROME J. CONVERY
et al.,	:	IN OPPOSITION TO MOTION
Defendants.	:	FOR ATTORNEYS' FEES AND COSTS
	:	
	:	

JEROME J. CONVERY, of full age, certifies as follows:

1. I am an attorney at law of the State of New Jersey and I am the Township Attorney for the Township of Old Bridge. As the Township Attorney for the Township of Old Bridge, I became involved in the above referenced matter when Old Bridge was consolidated for purposes of compliance with Mount Laurel II. I therefor am fully familiar with the facts and circumstances of the case involving the Township of Old Bridge which was not initially involved in the Court proceedings. This Certification is submitted in opposition to the Urban League Plaintiff's application for expert fees, attorneys fees and costs as they relate to

the Township of Old Bridge. In regard to the Statement for Professional Services Rendered, dated May 12, 1984, from Carla Lerman to "all counsel" which is annexed as Exhibit A to the Certification of Barbara Stark, Esq., this Statement was never provided to the Township of Old Bridge to my knowledge, because the Township of Old Bridge was not involved in the proceedings at that time. The review of the Statement, dated April 18, 1984, indicates that the various Planners' Consensus Group meetings and the preparation of the report occurred between August 28, 1983 and March 31, 1984. The Township of Old Bridge was not involved in these proceedings, was not represented by counsel at that time, and had no input or participation in the proceedings.

2. Regarding the additional Statement for Professional Services Rendered, which is attached as Exhibit B to the Certification of Barbara Stark, Esq., the Urban League alleges that it paid \$87.50 in connection with this bill and seeks reimbursement from Old Bridge, in the amount of \$43.75. This Statement, dated May 12, 1984, is further evidence that the preceding expert fees were not in regard to Old Bridge Township. The fee for the services rendered by Carla L. Lerman concerning the Township of Old Bridge is covered by the Settlement Agreement dated January 24, 1986, wherein the parties agreed that the Master's fees should be divided evenly by O & Y, Woodhaven and the Township of Old Bridge, with each party bearing one-third of the total cost. If the Township of Old Bridge is ordered to reimburse the Urban League for an additional \$43.75, pursuant to the Settlement Agreement, the Township of Old Bridge should bear one-third of that amount, with the remainder being paid by O & Y and Woodhaven.

3. The Urban League seeks an additional \$180.80 for reimbursement of Ms. Lerman concerning attendance and testifying at trial. Since the

Township of Old Bridge was not involved in the trial in question, the Township of Old Bridge should not be required to reimburse the Urban League for any part of said testimony. Again, the Township of Old Bridge was not a participant in said trial, was not a party to any of the legal determinations made at that time, and should not be responsible for reimbursement of these fees. In the event that the Court orders the Township of Old Bridge to participate in the reimbursement for said fees, the Settlement Agreement should be controlling, and O & Y and Woodhaven should participate in said reimbursement.

4. The Township of Old Bridge takes no position regarding the expert fees concerning Rogers, Golden & Halpern, since there is no claim by the Urban League against the Township of Old Bridge regarding those services.

5. Concerning the Plaintiff's expert planner, Alan Mallach, a review of his invoices indicates that the great majority of the work performed was performed prior to June 22, 1984 and, therefor, was in regard to municipalities other than the Township of Old Bridge. Furthermore, the Settlement Agreement voluntarily entered into by the parties was intended to resolve all issues and to be a final judgment. In fact, the parties to the Settlement Agreement, in Section V-F.4, agreed that the Master's fees should be divided evenly by O & Y Woodhaven and the Township of Old Bridge, and that the Urban League would not be liable for any portion of the Master's fee. This is clearly an indication that the parties discussed and agreed as to the payment of expert fees. At no time, during the settlement negotiations, was there a demand by the Urban League for payment of its own expert's fees regarding Alan Mallach, nor did the Township of Old Bridge seek the payment of its expert fees from any other

party. Since the Urban League and the Township of Old Bridge entered into a settlement at that time, and resolved the issue of the payment of the Master's fees, it was implicit that each party would be responsible for its own attorneys fees, expert fees, and cost of suit. Therefor, the Township of Old Bridge should not be held accountable at this time for the payment of Mr. Mallach's fees, Urban League attorney fees, or costs of suit.

6. In regard to the depositions, a review of the Certification of Barbara Stark, Esq. indicates that there were no depositions in regard to the Township of Old Bridge. The Township of Old Bridge therefor takes no position regarding this aspect of the Urban League's Motion.

7. Pursuant to the Settlement Agreement involving the Township of Old Bridge and the Urban League, the Township of Old Bridge has paid the amount due to Carla Lerman, pursuant to a voucher properly submitted by Carla Lerman. The Township of Old Bridge respectfully submits that it should not be responsible for any other attorneys' fees, experts' fees or costs of suit in this matter.

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

DATED: Sept. 16, 1986



JEROME J. CONVERY, ESQ.

Attorney(s): JEROME J. CONVERY, ESQ.
Office Address & Tel. No.: 151 Route 516 - P.O. Box 642
Old bridge, NJ 08857
(201) 679-0010

Attorney(s) for Def. Township of Old Bridge

URBAN LEAGUE OF GREATER
NEW BRUNSWICK, et al.,

vs.

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

Plaintiff(s)

Defendant(s)

SUPERIOR COURT OD NEW JERSEY
CHANCERY DIVISION
MIDDLESEX/OCEAN COUNTY
Docket No. C 4122-73

CIVIL ACTION

PROOF OF MAILING

1. I, the undersigned, am secretary to
JEROME J. CONVERY, ESQ.
attorney(s) for Defendant, TOWNSHIP OF OLD BRIDGE

in the above entitled action.

2. On September 17, 19 86, I mailed in the U.S. Post Office in
New Jersey, a sealed envelope with postage prepaid thereon, by regular
mail, ~~XXXXXX~~
~~XXXXXXXXXX~~ addressed to all attorneys on the attached list
at said addressee's last known address ~~at~~

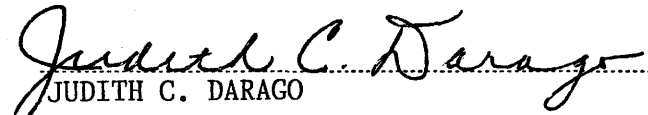
containing CERTIFICATION OF JEROME J. CONVERY IN OPPOSITION TO MOTION FOR
ATTORNEYS' FEES AND COSTS

R. 1:5-3

~~The XXXXX Fees XXXXX Attached to the Original Hereof XXXX~~

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

Dated: September 17, 19 86 .


JUDITH C. DARAGO

SERVICE LIST

✓ Barbara Stark, Esq.
Constitutional Litigation Clinic
Rutgers Law School
15 Washington Street
Newark, NJ 07102

Joseph Benedict, Esq.
Township of South Brunswick
Benedict & Altman
247 Livingston Avenue
New Brunswick, NJ 08901

Stewart M. Hutt, Esq.
459 Amboy Avenue
Woodbridge, NJ 07095

Bertram Busch, Esq.
Busch & Busch
99 Bayard Street
New Brunswick, NJ 08903

Thomas Hall, Esq.
2-4 Chambers Street
Princeton, NJ 08540

Thomas Norman, Esq.
Jackson Commons
30 Jackson Road
Medford, NJ 08055

William C. Moran, Jr., Esq.
Township of Cranbury
Huff, Moran & Balint
Cranbury-South River Road
Cranbury, NJ 08512

John Pidgeon, Esq.
Mattson, Madden & Polito
Gateway 1
Newark, NJ 07102

Leslie Lefkowitz, Esq.
Township of North Brunswick
1500 Finnegans Lane
North Brunswick, NJ 08902

Frank A. Santoro, Esq.
Borough of South Plainfield
1500 Park Avenue
South Plainfield, NJ 07080

Mario Apuzzo, Esq.
Township of Monroe
Municipal Complex
Perrineville Road
Jamesburg, NJ 08331

Philip Paley, Esq.
Township of Piscataway
Kirsten, Friedman & Cherin
17 Academy Street
Newark, NJ 07102