CA – UL[redacted]v. Carteret (Cranbury) Sept. 20, 1985

Defendant Garfield & Company's Memorandum in Opposition to Plaintiff's Motion for ~~a~~ Transfer to the Affordable Housing Council and a Moratorium on Builders Remedies

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SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION : MIDDLESEX COUNTY

DOCKET NO. C-4122-73

URBAN LEAGUE OF GREATER NEW BRUNSWICK, et al.	:	
Plaintiffs,	:	
vs.	:	
	:	CIVIL ACTION
THE MAYOR and COUNCIL OF THE BOROUGH OF CARTERET, et al.,	:	
Defendants.	:	

DEFENDANT GARFIELD & COMPANY'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR TRANSFER TO THE AFFORDABLE HOUSING COUNCIL AND A MORATORIUM ON BUILDER'S REMEDIES

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Of Counsel:

William L. Warren

SUPERIOR COURT OF NEW JERSEY

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PROCEDURAL STATEMENT

More than eleven years ago the Urban League of Greater New Brunswick challenged the exclusionary zoning practices of the Township of Cranbury. There followed two years of discovery and pre-trial proceedings and then a lengthy trial before Judge Furman. That trial took place more than nine years ago and resulted in a finding that Cranbury had prohibited construction of any new multi-family housing within its borders and had created industrial zones which could accommodate more than 500% of projected industrial demand while at the same time generally insisting upon one acre residential lots. Urban League of Greater New Brunswick v. Carteret, 142 N.J. Super 11, 28 (Ch. Div. 1976). Declaring that Cranbury's long time practice of zoning to exclude members of the low and moderate income community of this State violated the constitutional mandate issued by the Supreme Court in South Burlington N.A.A.C.P. v. Mt. Laurel Township, 67 N.J. 515, cert. denied. 423 U.S. 808 (1975), Judge Furman required Cranbury to rezone its net vacant acreage suitable for housing to permit construction of 1,351 units of low and moderate income housing. 142 N.J. Super. 11.

In November of 1976 Cranbury secured from the Appellate Division a stay of Judge Furman's order pending its appeal. That appeal was not argued until almost three years after Judge Furman issued his decision. On November 11, 1979, more than six years ago and more than five years after the case was filed, the Appellate Division reversed the judgment below. The case was then appealed to the Supreme Court. On January 20, 1983 the Supreme Court reversed the Appellate Division and remanded the case to this Court for "determination of region, fair share and allocation and, thereafter, revision of the land use ordinances and adoption of affirmative measures to afford the realistic opportunity for the requisite lower income housing." South Burlington N.A.A.C.P. v. Mt. Laurel Township, 92 N.J. 158, 350-51 (1983). The Court concluded that the unconstitutionality of Cranbury's long standing land use policy "has already been amply demonstrated". Id.

On July 25, 1983, the Township of Cranbury adopted a new land development ordinance which is the subject of this litigation. This ordinance was adopted notwithstanding a presentation made to the Township Committee by Garfield & Company pointing out that Garfield & Company was willing to construct low and moderate income housing on its tract of land in Cranbury but that the constraints found in the ordinance would preclude it from doing so. On September 7, 1984, less than two months after adoption of the ordinance, Garfield & Company commenced a litigation challenging the ordinance. Subsequently, other parties with interests in land located in Cranbury also commenced actions challenging the ordinance. Cranbury then moved this Court for an order consolidating these actions with the eleven year old Urban League case. On December 15, 1984 this Court granted Cranbury's consolidation motion.

Subsequent to entry of the order of consolidation extensive discovery took place in this case. More than one hundred pages of interrogatories were

propounded and answered and half a dozen depositions were taken. In addition, experts for each of the parties to this consolidated action met on three different occasions in an ultimately successful attempt to devise a consensus fair share formula. A trial was then scheduled, which precipitated a recusal motion by Cranbury. After being fully briefed and argued, this motion was denied. There followed a three week trial on the issues of fair share, whether Cranbury's new zoning ordinance met its fair share obligation and whether plaintiffs Zirinsky, Cranbury Land Company and Toll Brothers should be denied a builder's remedy on the ground that they did not proceed in good faith. Cranbury specifically did not challenge Garfield & Company's right to a builder's remedy on this ground. During the trial Cranbury's expert expressed his general acceptance of most of the reasoning and conclusions set out in the Consensus Report. He concluded, however, that both the growth area and wealth factors should be eliminated from the fair share formula. He testified that Cranbury's fair share of low and moderate income housing should be 599 units, 329 more units than could be built under Cranbury's present ordinance with all of its cost generating features. Cranbury stipulated that its ordinance violated the Mt. Laurel constitutional mandate.

Before this Court could even render its decision, Cranbury moved for a new trial. The motion was fully briefed, argued and denied. This Court ordered Cranbury to revise its zoning ordinance within 90 days to permit the construction of 816 low and moderate income units, only 217 more units than Cranbury's own expert concluded were needed and 535 units less than Judge Furman had concluded nine years before were needed.

Cranbury's time to submit a compliance program was extended on two different occasions. Soon after its submission, Cranbury filed a petition with the Supreme Court seeking a stay of all further proceedings in this case. This

application was denied. Subsequently, all parties to this case exchanged expert reports in preparation for the hearing on Cranbury's proposed compliance package. All parties, presumably, are presently prepared to proceed with that hearing.

STATEMENT OF FACTS

In the more than eleven years since its zoning ordinance was first challenged as so racially and economically restrictive as to violate constitutional obligations, little, if anything, has been done to promote the development of low and moderate income housing in Cranbury. Rather, the municipality has authorized vast sums of money to delay or deny the development of such housing.

Almost six months after this Court's Mount Laurel II decision, Cranbury adopted the zoning ordinance presently at issue. That ordinance designated Garfield & Company's land as a preferred location for low and moderate income housing. This property was zoned at a density of up to five units per acre. However, to construct housing at this density, Garfield & Company had to purchase something which the new zoning ordinance denominated as Transfer Development Credits. It took the purchase of 3.5 Transfer Development Credits and an agreement to construct 3/4 of a unit of low or moderate income housing per acre to reach the five unit per acre maximum density permitted. It was estimated that each of the Transfer Development Credits would cost between $8,000.00 and $10,000.00.

On July 25, 1983, the Cranbury Township Committee held a hearing on this proposed zoning ordinance. At that hearing a representative of Garfield & Company made a presentation. He informed the Township Committee that Garfield & Company was willing and able to develop its property in Cranbury for Mount Laurel housing. However, he explained that such development would be impossible, inter alia, in light of the density provisions and the Transfer Development Credit purchase requirement contained in the proposed ordinance. Notwithstanding this presention, the Cranbury Township Committee adopted the proposed zoning ordinance without modifying the density provisions, Transfer

Development Credit purchase requirements or any of the other cost generating provisions. Garfield & Company then commenced suit within forty-five days as required by Rule 4:69-6.

Subsequently, plaintiffs Zirinsky, Cranbury Land Company and Toll Brothers also challenged the zoning ordinance on the ground, inter alia, that it did not provide a reasonable opportunity for the construction in Cranbury of that municipality's fair share of the region's low and moderate income housing. During the course of pre-trial discovery, the plaintiffs learned from Cranbury's own planners that although the zoning ordinance mathematically provided for the construction of up to 375 low and moderate income units in Cranbury, there did not exist enough Transfer Development Credits to permit the construction of this number of low and moderate income units. Rather, there would be a shortfall of 700 market rate and subsidized units. Because the zoning ordinance contemplated that 15% of these units would be for low and moderate income families, only 270 low and moderate income units could be built under Cranbury's zoning ordinance; even assuming that the Transfer Development Credit scheme and other cost generating features were lawful.

The ultimate conclusion of Cranbury's own planner was that Cranbury's ordinance was not in conformance with the principles set out in Mount Laurel II. Rather, he submitted a report dated March 19, 1984 in which he expressed his general acceptance of most of the reasoning and conclusions set out in the report submitted to Judge Serpentelli by the Court appointed master, Carla L. Lerman. Mr. Raymond, Cranbury's expert, recalculated Cranbury's fair share based upon his modification of the formula found in Ms. Lerman's report. He eliminated both the growth area and wealth factors from the fair share formula. However, Mr. Raymond still concluded that Cranbury's fair share was 599 units, 329 more units than could be built under Cranbury's zoning ordinance with all of

its cost generating features. During pre-trial discovery Mr. Raymond, his associate Mr. March as well as Mayor Danser and Planning Board Chairman Don Swanagan all testified that Garfield & Company's land was an appropriate and desirable location for the construction of low and moderate income housing.

Prior to the trial of this action, Cranbury moved for the recusal of Judge Serpentelli. This motion was fully briefed and argued. It was denied. After a full trial, Judge Serpentelli found that Cranbury had a fair share of 816 low and moderate income units. He appointed a master and gave Cranbury 90 days to develop a proposed compliance program. After a series of meetings of the Planning Board and Township Committee, the municipality's planners came up with a draft compliance program which urged a staging over a period of years of Cranbury's fair share and designated the property owned by Garfield & Company as the preferred location for the first phase of low and moderate income residential construction in Cranbury. However, the municipality secured an extension of time from Judge Serpentelli to submit its compliance program and revised its planner's recommendation. Cranbury's ultimate submission proposed that there be no Mount Laurel development of Garfield & Company's property until 1996, and that development take place over a period of twelve years. Yet, it recommended immediate development of two parcels of land continguous to the Garfield tract owned by persons who were not plaintiffs in the litigation and had not been involved in any way in challenging Cranbury's zoning ordinance. Thus, Cranbury's submission to Judge Serpentelli placed Garfield & Company, the first developer plaintiff to commence suit and the only developer plaintiff seeking to construct housing in an area which Cranbury had zoned for high density residential development, in a worse position than it would have been in had it never challenged Cranbury's zoning ordinance.

ARGUMENT

In the fourteen months since this Court declared Cranbury's zoning ordinance unconstitutional, not a single new unit of low or moderate income housing has been built in Cranbury. In the thirty-two months since our Supreme Court declared Cranbury's former zoning ordinance unconstitutional, not a single new unit of low or moderate income housing has been built in Cranbury. In the nine years since Judge Furman declared Cranbury's former zoning ordinance unconstitutional, not a single new unit of low or moderate income housing has been built in Cranbury. In the more than eleven years since Cranbury's zoning ordinance was first challenged as so racially and economically restrictive as to violate constitutional obligations, not a single new unit of low or moderate income housing has been built in Cranbury.

Cranbury, of course, has an answer to this continuing gross denial of constitutional rights to this State's low and moderate income families. Judge Furman's fair share calculation was wrong. Judge Furman had been reversed by the Appellate Division. The Supreme Court broke new ground. The consensus formula was unanticipated. Yet, one fact overwhelms each and every excuse presented by Cranbury. For more than a decade it has taken no action which would open its doors to low and moderate income citizens. Rather, it has spent tens of thousands of dollars in a highly successful effort to avoid the necessity of making a place for low and moderate income residents within its borders.

Cranbury's true intentions can readily be understood by reviewing the situation of Garfield & Company. Cranbury's present zoning ordinance designates the Garfield tract as an appropriate location for low and moderate income housing. Its draft compliance package proposed immediate development of the Garfield tract for low and moderate income housing. Its compliance package proposed the Garfield tract as one of the four tracts to be developed for low

and moderate income housing. Its experts all concede that the Garfield tract is the appropriate location for low and moderate income housing. Indeed, its experts concede that development of the Garfield tract at the density proposed by Garfield & Company would not be contrary to sound planning principles. Add to this the fact that development of the Garfield tract, even at the density proposed by Garfield & Company, would only generate two-thirds of the low and moderate income units which Cranbury's own expert testified it was obligated to provide for. Yet, Cranbury demands that Garfield & Company be denied a builder's remedy and consigned to the Affordable Housing Council to begin its case all over again. Nothing could make Cranbury's intention clearer. It seeks just what it has sought for more than a decade - DELAY. Its watchword is the same today as it has been through two full trials and three appeals - Tens of Thousands of Dollars for Delay But Not One Penny For Compliance.

POINT I

IT WOULD BE MANIFESTLY UNJUST TO TRANSFER THIS CASE TO THE AFFORDABLE HOUSING COUNCIL

This consolidated action may not be transferred to the Affordable Housing Council if the transfer "would result in manifest injustice." Fair Housing Act, §16.a. Cranbury has moved for such a transfer notwithstanding the fact that the manifest injustice of any such transfer is apparent. Such a transfer would delay for at least twenty-two months* a decision which would otherwise be had within three months and would require needless relitigation of issues which have already been litigated on two different occasions. The delay will increase the costs to the developers of the low and moderate income housing which they must subsidize. It will also increase their holding costs and, of course, will bar hundreds of low and moderate income families from adequate housing for at least another two years. In the case of Garfield & Company, it may also increase the cost of sewer service by between one and five million dollars. Finally, as Cranbury is well aware, the greater the delay the greater the likelihood that a project will never be built.

Beginning this litigation all over again also places a substantial burden on the plaintiffs. The Urban League, of course, has obvious funding problems. The developers may not be in such a dire financial circumstances, but they will most certainly be financially injured if this litigation must be commenced again, ab initio. The less money spent in court, the stronger the development which can be constructed. Absolutely no reason exists for starting all over

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* That transfer to the Affordable Housing Council will delay this case by at least twenty-two months was demonstrated by the Urban League in a memorandum recently submitted to this Court which analyzed the Fair Housing Act. Urban League's Memorandum of Law in Opposition to South Plainfield's Motion to Transfer to the Council on Affordable Housing at p. 18-31 (C-4122-73).

again just as this case has almost been concluded. Cranbury has already had two bites of the apple. It is not entitled to a third.

POINT II

THERE SHOULD BE NO MORATORIUM ON BUILDER'S REMEDIES

Section 28 of the Fair Housing Act invokes a moratorium on the issuance of a builder's remedy in connection with exclusionary zoning litigation filed on or after January 20, 1983. The Urban League commenced its action long before this date. That action is, therefore, not subject to the moratorium. By order dated December 15, 1985, issued pursuant to a motion filed by Cranbury, the cases of all other plaintiffs were consolidated with the Urban League case. Therefore, by Cranbury's own request, all actions brought subsequent to January 20, 1983 have been fused with the Urban League case into a single litigation.

> "In legal contemplation, consolidation fuses the component cases into a single action." [2 Schnitzer & Wildstein, New Jersey Rules Service at p. 1506.].

The fusion effect of a consolidation order was recognized by the Appellate Division in Florio v. Galandkis, 107 N.J. Super. 1 (App. Div. 1969).

> "Although the three actions were originally instituted as separate actions their consolidation by the court fused them into a single action." [107 N.J. Super. at 5].

Presumably it was also recognized by this Court when it issued its July 27, 1984 letter opinion in this case under the caption, Urban League v. Carteret, Docket No. C-4122-73.

Garfield & Company, Cranbury Land Company, Toll Brothers and Lawrence Zirinsky were consolidated into the 1974 Urban League case at the instance of Cranbury. No basis therefore exists for refusing a builder's remedy pursuant to a statute which would be effective only if these plaintiffs had not been fused into the Urban League case.

POINT III

THE FAIR HOUSING ACT'S MORATORIUM ON THE AWARD OF BUILDER'S REMEDIES IS UNCONSTITUTIONAL

The Fair Housing Act moratorium on the award of builder's remedies violates the constitutional mandate found in Mount Laurel II. The builder's remedy was authorized to secure compliance with the Supreme Court's constitutional mandate.

> "In Madison, this court, while granting a builder's remedy to the plaintiff appeared to discourage such remedies in the future by stating that 'such relief will ordinarily be rare.' 72 N.J. at 551-52 n. 50. Experience since Madison, however, has demonstrated to us that builder's remedies must be made more readily available to achieve compliance with Mount Laurel. We hold that where a developer succeeds in Mount Laurel litigation and proposes a project providing a substantial amount of lower income housing, a builder's remedy should be granted unless the municipality establishes that because of environmental or other substantial planning concerns, the plaintiff's proposed project is clearly contrary to sound land use planning." [92 N.J. at 279-80].

As the builder's remedy is necessary for enforcement of the constitutional right and is an essential part of the right, the legislature may not interfere with it. Morin v. Becker, 6 N.J. 457, 471 (1951).

It is also true that the moratorium violates the separation of powers clause of the New Jersey Constitution. It is a blatant attempt to override the Supreme Court's constitutional power to make rules governing the administration, practice and procedure in all courts. New Jersey Constitution, Art. 3, par. 1, and Art, 6, §2, par 3; Sears, Roebuck & Co. v. Katzmann, 137 N.J. Super. 106 (App. Div. 1975). When a statutory provision and a court rule are in conflict, the rule must prevail. Borough of New Shrewsbury v. Block 115, Lot 4, 74 N.J. Super. 1 (App. Div. 1962); State v. U.S. Steel Corp., 19 N.J. Super. 274 aff'd, 12 N.J. 38 (1953).

Another deficiency of the builder's remedy moratorium is that it does not meet the due process mandate of the New Jersey Constitution, Article 1, Paragraph 1. Due process requires that the legislative purpose bear a rational relationship to a constitutionally permissible objective, Ferguson v. Skrupa, 372 U.S. 726, (1963); U.S.A. Chamber of Commerce v. State, 89 N.J. 131, 155 (1982). Although a court should not review the wisdom of legislative action, it must determine whether such action falls within constitutional limitations. N.J. Sports Exposition Authority v. McCrane, 61 N.J. 1, 8 (1972). No public purpose can be envisioned for a twelve to fifteen month builder's remedy moratorium. In the event that this case is not transferred to the Council on Affordable Housing, no public purpose is served by preventing this Court from awarding an appropriate remedy authorized in Mount Laurel II. Any further delay is, in fact, clearly contrary to the public interest. 92 N.J. 199-200, 289-90, 291, 293, 341.

POINT IV

IF THIS COURT ADOPTS A COMPLIANCE PROGRAM WHICH INCLUDES ANY OF THE ORIGINAL PLAINTIFF DEVELOPERS' SITES, THE MORATORIUM WILL BE MOOT AS TO THAT PLAINTIFF DEVELOPER

By its terms the moratorium on builder's remedies excludes from its scope the Urban League. The Urban League is not a profit making entity. Moreover, it filed its action prior to January 20, 1983. Therefore, the Urban League may press forward with its lawsuit, which demands a general revision of the Cranbury zoning ordinance to bring the municipality into compliance with the Mount Laurel constitutional mandate. To the extent that this Court mandates a revision including land owned by any of the plaintiff developers, it will be immaterial that a builder's remedy moratorium exists.

For example, Cranbury has already designated the Garfield site as suitable for low and moderate income housing. Should the Court agree with the designation, Garfield & Company might well not require a builder's remedy to construct low and moderate income housing in Cranbury.

POINT V

THE FAIR HOUSING ACT TAKEN AS A WHOLE IS UNCONSTITUTIONAL

Various provisions of the Fair Housing Act directly violate Mount Laurel II. For example, the Act limits housing regions to between two and four counties having significant social, economic and income similarities. Section 4(b). These arbitrary restrictions seriously interfere with the Supreme Court's objective the "the gross regional goal share by constituent municipalities be large enough fairly to reflect the full needs of the housing market area of which the municipality forms a part." Oakwood at Madison, Inc. v. Township of Madison, 72 N.J. 481, 536 (1977). It will also tend to preclude the pairing of urban and neighboring suburban counties. The poor will be forced to remain exactly where they are, in the most urban and racially segregated areas.

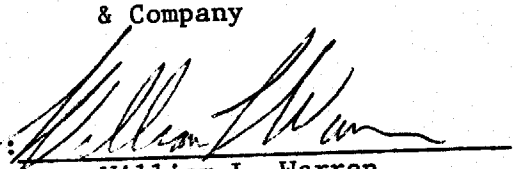
The standards set out in the Act for adjustment of fair share also violate the Mount Laurel constitutional mandate. Section 7(c)(2)(g) requires the Affordable Housing Council to take into account the unavailability of public facilities. Moreover, §7(e) authorizes the Council to enforce an arbitrary limitation based upon a percentage of the existing housing stock in a municipality, no matter how much higher the municipality's fair share would otherwise be.

Finally, the absence of any authority in the Act permitting the Affordable Housing Council to issue builder's remedies also violates the Mount Laurel constitutional mandate. As previously pointed out, the builder's remedy was an integral part of the Mount Laurel constitutional mandate. The Fair Housing Act, however, unilaterally eliminates this remedy.

CONCLUSION

For all the reasons set out in this memorandum, Cranbury's motions to transfer this case to the Affordable Housing Council and to keep plaintiffs from receiving a builder's remedy should be denied.

Respectfully submitted,
Warren, Goldberg, Berman & Lubitz
Attorneys for Defendant Garfield
& Company

By: 
William L. Warren

Dated: September 20, 1985
Princeton, New Jersey

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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO.: C-4122-73

URBAN LEAGUE OF GREATER NEW BRUNSWICK, et al.

Plaintiffs,

vs.

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

Defendants.

CIVIL ACTION

AFFIDAVIT OF DONALD E. FETZER

DONALD E. FETZER being duly sworn deposes and says:

1. I am a professional engineer employed by Van Note-Harvey Associates, a firm of consulting engineers, planners and land surveyors.

2. My firm has been retained to conduct a feasibility study for water and sewer availability on the land owned by Garfield & Company in the Township of Cranbury.

3. The Garfield tract is situated in the eastern most portion of Cranbury just on the border with Monroe Township. As part of my investigation I therefore contacted the executive director of the Monroe Township Municipal

Utilities Authority. This agency supplies both water and sewer service throughout Monroe.

4. The executive director of the Monroe Utilities Authority, Mr. Michael Rogers, expressed an willingness to consider providing utilities to the Garfield & Company site.

5. The most economical method of sewering the Garfield site would involve pumping waste water through a twelve inch force main to a Forsgate Treatment Plant located in Monroe. At the moment the 1.5 million gallon per day Forsgate Plant is operating at capacity and cannot accept any additional flow. However, on June 20, 1985 a public hearing was held and on July 3, 1985 the Middlesex County Board of Chosen Freeholders adopted an amendment to the Lower Raritan/Middlesex County Water Quality Management Plan which includes conversion of the Forsgate Plant to a 5.5 to 6.0 million gallon per day pumping facility.

6. After conversion, sewage will be pumped from the Forsgate site to the Middlesex County Utilities Authority Treatment Plant in Sayreville via the Outcalt Pump Station.

7. This conversion is being undertaken by a group of eleven developers in cooperation with Monroe Township Municipal Utilities Authority. Inclusion of the Garfield tract flows would necessitate increasing the pump station and force main design by .5 million gallons per day.

8. As the Forsgate Treatment Plant conversion project is now being formulated, it is vital that the Garfield & Company tract be included in this planning process. If the plan is made final and the conversion take place without inclusion of the Garfield tract, the cost of sewering the Garfield tract will almost certainly increase by more than a million dollars and perhaps by as much as five million dollars.

9. The executive director of the Monroe Township Municipal Utilities Authority has emphasized the necessity that all developers interested in participating in the conversion project sign up immediately. Otherwise, there will be no capacity allowed to them. Any delay in joining with these other developers could significantly increase the cost of developing the Garfield tract for residential housing.

DONALD E. FETZER

Sworn and subscribed to before me
this 19th day of September, 1985.

Notary Public

SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION : MIDDLESEX COUNTY

DOCKET NO. C-4122-73

URBAN LEAGUE OF GREATER NEW BRUNSWICK, et al.	:	
Plaintiffs,	:	CIVIL ACTION
vs.	:	
THE MAYOR and COUNCIL OF THE BOROUGH OF CARTERET, et al.,	:	AFFIDAVIT OF SERVICES
Defendants.	:	

STATE OF NEW JERSEY)
: s.s.
COUNTY OF MERCER)

Susan L. Taylor, being duly sworn according to law, upon her oath deposes and says;

1. I am employed as a secretary in the law firm of Warren, Goldberg, Berman and Lubitz, attorneys for Garfield & Company in the above entitled action.

2. On September 20, 1985, I mailed at the United States Post Office in Princeton, New Jersey, sealed envelopes with postage prepaid thereon, by regular mail the Affidavit of Donald E. Fetzer to:

John M. Mayson, Clerk
Superior Court of New Jersey
Richard J. Hughes Justice Complex
CN 971
Trenton, New Jersey 08625

Middlesex County Clerk
Superior Court of New Jersey
Courthouse
New Brunswick, New Jersey 08903

And mailed at the United States Post Office in Princeton, New Jersey, sealed envelopes with postage prepaid thereon, by regular mail the Affidavit of Donald E. Fetzer and the Memorandum of Garfield & Company in opposition to plaintiff's motion for this case to be transferred to the Affordable Housing Council and the moratorium of builder's remedies to:

The Honorable Eugene D. Serpentelli, J.S.C.
Ocean County Superior Court
Ocean County Courthouse
CN 2191
Toms River, New Jersey 08754

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Department of Law and Public Safety
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CN 112
Trenton, New Jersey 08625

SUSAN L. TAYLOR

Subscribed and sworn to before me
this 20th day of September, 1985.

Notary Public

DOROTHY A. PALLOTTI
NOTARY PUBLIC OF N. J.
My Commission Expires Feb. 9, 1990

WARREN, GOLDBERG, BERMAN & LUBITZ

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COUNSELLORS AT LAW

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PLEASE REPLY TO: PRINCETON

September 20, 1985

John M. Mayson, Clerk
Superior Court of New Jersey
Richard J. Hughes Justice Complex
CN 972
Trenton, New Jersey 08625

Re: Urban League of Greater New Brunswick
v. Carteret, et al.
Docket No.: C-4122-73

Dear Mr. Mayson:

Enclosed for filing please find an original and one copy of the Affidavit of Donald E. Fetzer in connection with the above captioned matter. Also enclosed is an Affidavit of Service.

Would you be so kind as to return to this office a copy endorsed as having been filed in the self-addressed, stamped envelope provided.

Thank you for your kind attention in this matter.

Yours very truly,

William L. Warren

WLW/st
Enclosures
cc: Middlesex County Clerk