337-19

New Jersey Commissioner of Education

Final Decision

Joel Schwartz and Corrine O'Hara,

Petitioners,

v.

Board of Education of the Town of Princeton, Mercer County and Board of Education of the Township of Cranbury, Middlesex County,

Respondents.

Synopsis

Petitioners – residents of Princeton – filed the within action to seek a review of the Town of Princeton Board of Education's (Princeton) decision to renew its send-receive relationship with the Township of Cranbury Board of Education (Cranbury). Cranbury has for approximately thirty years sent its high school students to Princeton under a send-receive agreement. In 2018, an extension of the existing agreement was discussed at an open public meeting, and thereafter Princeton's board voted unanimously to approve the extended agreement. Princeton filed a motion for summary decision, which was joined by Cranbury; petitioners opposed the motion.

The ALJ found, *inter alia*, that: there are no material facts at issue in this case, and the matter is ripe for summary decision; local boards of education have broad discretionary authority and their actions are entitled to a presumption of correctness; the decision to renew a send-receive agreement is entirely discretionary as there is no statute, regulation, or policy that require a board of education to consider certain information or make specific findings prior to voting on the matter; in the instant case, Princeton made its discretionary determination after consulting with the Board attorney and a demographics expert, holding a public meeting on the issue, and listening to public comment; and Princeton did not act in an arbitrary, capricious or unreasonable manner in extending the send-receive agreement with Cranbury. The ALJ concluded that Princeton did not abuse its discretion in approving the send-receive relationship with Cranbury. Accordingly, summary decision was granted and the petition was dismissed.

Upon review, the Commissioner adopted the Initial Decision of the OAL as the final decision in this matter, and dismissed the petition.

December 17, 2019

OAL Dkt. No. EDU 14403-18
Agency Dkt. No. 231-9/18

New Jersey Commissioner of Education

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v.

Board of Education of the Town of Princeton, Mercer County and Board of Education of the Township of Cranbury, Middlesex County,

Respondents.

The record of this matter and the Initial Decision of the Office of Administrative Law (OAL) have been reviewed, as have the exceptions filed by petitioners pursuant to *N.J.A.C.* 1:1-18.4, and the replies thereto filed by the Princeton Board of Education (Princeton) and Cranbury Board of Education (Cranbury).[1]

In this matter, petitioners – residents of the Town of Princeton – challenge Princeton's decision to extend its send-receive relationship with Cranbury. Cranbury has been sending its high school students to Princeton for approximately 30 years pursuant to a sending-receiving agreement. Discussion on whether to continue the relationship was held at the Princeton Board Meeting on April 24, 2018, and the Board voted on June 12, 2018 to approve the agreement. The Administrative Law Judge (ALJ) found that Princeton did not act in an arbitrary, capricious, or unreasonable manner in extending the agreement because, in making the discretionary determination, the Board consulted with its attorney and a demographer, held

[1] Cranbury's reply exceptions consist of a letter joining in on the reply filed by Princeton.

public discussion, and listened to public comment. Additionally, the ALJ concluded that the Cranbury Board member who serves as a representative on Princeton's Board had a right under *N.J.S.A.* 18A:38-8.1 to vote on whether to renew the agreement, including the terms of the agreement. However, the ALJ found that even assuming, *arguendo*, that it was improper for the Cranbury representative to vote, there was no harm in the error because the agreement would have passed regardless of whether the Cranbury representative voted. Finally, the ALJ found that there is no authority or reason for the Commissioner to compel Princeton to conduct a feasibility study.

In their exceptions, petitioners argue that summary decision should have been denied because the Initial Decision was based on many disputed facts. Petitioners allege that Princeton's decision was not based on reports or analysis; instead, the Board presented limited documents purporting to provide financial, legal and demographic impacts that in actuality provided skewed information that was not based on verifiable facts. Petitioners maintain that the ALJ erred in relying on the facts presented by respondents, which were only made by certification of counsel and not by anyone with first-hand knowledge, including the fact that severance would have been contested by Cranbury, that there were financial incentives to continue the agreement, or that litigation would result in excessive costs.

Petitioners further argue that the ALJ mischaracterized their argument as asserting that Princeton's actions were arbitrary and capricious, when they actually argued that the Board and its members breached their fiduciary obligations to citizens of the Town of Princeton. Petitioners maintain that Princeton breached its fiduciary obligations by: relying on unexplained economic and enrollment assumptions; failing to consider the overcrowding caused by Cranbury's students and the consequence that Princeton residents will have to pay for expansion

of the schools to remedy the problem; and by overlooking other schools located immediately adjacent to Cranbury that would be a better solution than sending their students to Princeton. Considering economics, petitioners maintain that the Board only considered the fact that 280 Cranbury students generated around $4.8 million in gross tuition payments. Petitioners argue that Princeton's assumption that it only costs about $1 million per year to educate those students was not based on any supporting data, and that it is inaccurate, given that it costs nearly five times that amount to educate Princeton residents. Further, the Board failed to conduct a current demographic study, and instead relied on former reports which were contradictory. With respect to legal considerations, petitioners also contend that Princeton relied on misinformation about the costs and risks of severance, and that Princeton ignored at least five instances where sending-receiving agreements have been successfully terminated, including the termination of Cranbury's sending-receiving agreement with Lawrence Township in order to initiate the current sending-receiving relationship with Princeton nearly 30 years ago.

Petitioners contend that the ALJ erred in finding that the "only sensible reason not to renew the agreement, then, is if the Board wanted to sever the relationship." (Petitioners' exceptions at 19). The ALJ failed to consider that Princeton would have had an alternative to severance – *i.e.,* deferring any action until it had the information to make a reasoned decision. Additionally, petitioners argue that the Cranbury representative had an inherent conflict of interest when she voted at both Princeton's and Cranbury's board meetings in favor of the agreement, and that nothing in *N.J.S.A.* 18A:38-8.1 allows her to vote on a sending-receiving agreement. As such, petitioners seek for the Commissioner to reject the Initial Decision so that a plenary hearing may be held.

In reply, Princeton argues that contrary to petitioners' argument, its summary decision motion was not based on uncertified facts. Princeton submitted the certification of the Board's Business Administrator and Board Secretary who had direct knowledge of the events at the relevant meetings, and also incorporated video recordings of those meetings. Furthermore, Princeton maintains that the ALJ did not resolve any disputed facts. Whether or not petitioners claim that the underlying information was incorrect or that additional information was necessary, there is no dispute as to what information was presented at the Board meetings and what the Board considered in reaching its determination, including presentations from the Board attorney, public comment, and debate among Board members. Although petitioners contend that Princeton's decision was not based on actual and verifiable financial, demographic, and educational facts, Princeton points out that these issues – with the exception of the annual tuition amount – are based on estimates and projections, so they cannot be truly verified.

Princeton further contends that the ALJ applied the appropriate, long-settled standard of review of discretionary determinations made by boards of education – whether the action was arbitrary, capricious, or unreasonable. Nevertheless, Princeton maintains that it did not breach a fiduciary duty, as there is no evidence of any fraud or corruption in its decision making. Finally, Princeton argues that the ALJ properly concluded that the Cranbury representative was authorized to vote on the agreement, as *N.J.S.A.* 18A:38-8.1 allows sending district representatives to vote on tuition or on "any matter" which directly involves the sending district's students, or the programs and services they use. Therefore, Princeton requests that the Commissioner adopt the Initial Decision.

Upon review, the Commissioner agrees with the ALJ that Princeton did not act in an arbitrary, capricious or unreasonable manner in voting to extend the sending-receiving

relationship with Cranbury. Such determination was based on information provided by the Board attorney and following public discussion and comment. The Commissioner further concurs with the ALJ that there is no basis by which Princeton should be compelled to conduct a feasibility study when both Princeton and Cranbury wish to continue the sending-receiving relationship. With respect to the sending district representative, the Commissioner notes that regardless of whether the Cranbury representative was permitted by *N.J.S.A.* 18A:38-8.1 to vote on the renewal of the sending-receiving agreement, the result would still be the same. When a Board member's improper vote does not change the ultimate result, and his or her participation was not prejudicial to the cause, the error is harmless. *Scardigli v. Borough of Haddonfield Zoning Board of Adjustment*, 300 *N.J. Super.* 314, 324 (App. Div. 1997). As the ALJ found, excluding the Cranbury representative's vote, six of ten Board members voted in favor of the agreement, so a majority remained in favor of renewing the agreement. As such, the Commissioner need not make a determination regarding whether *N.J.S.A.* 18A:38-8.1 permits sending district representatives to vote on the renewal of a sending-receiving agreement, as any error in this circumstance was harmless.

The Commissioner does not find petitioners' exceptions to be persuasive. The ALJ applied the correct standard for discretionary Board determinations. "It is well established that any 'action of the local board which lies within the area of its discretionary powers may not be upset unless patently arbitrary, without rational basis or induced by improper motives.'" *M.S., on behalf of minor child, J.S. v. Board of Education of the Township of Hainesport, Burlington County*, Commissioner's Decision No. 155-19, dated June 18, 2019, at 2 (quoting *Kopera v. W. Orange Bd. of Educ.,* 60 *N.J. Super.* 288 (App. Div. 1960)). It is clear that Princeton had a rational basis for its decision to extend the sending-receiving relationship with

Cranbury. Additionally, whether petitioners believe that the Board should have considered additional information or done additional research, there is no doubt that Princeton made an informed determination based on information provided by the Board attorney and following public comment and discussion. Further, the Initial Decision was not based on disputed facts. While petitioners seem to challenge the accuracy of the information presented to the Board, there is no dispute regarding what Princeton reviewed and considered in rendering its determination.

Accordingly, the Initial Decision of the OAL is adopted – as modified herein – as the final decision in this matter for the reasons expressed therein, and the petition is hereby dismissed.

IT IS SO ORDERED.[2]

COMMISSIONER OF EDUCATION

Date of Decision: December 17, 2019
Date of Mailing: December 19, 2019

[2] This decision may be appealed to the Appellate Division of the Superior Court pursuant to *P.L.* 2008, *c*. 36 (*N.J.S.A* 18A:6-9.1).

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION
GRANTING SUMMARY DECISON
OAL DKT. NO. EDU 14403-18
AGENCY DKT. NO. 231-9/18

JOEL SCHWARTZ AND CORRINE O'HARA,
Petitioners,
v.
TOWN OF PRINCETON BOARD OF EDUCATION, MERCER COUNTY AND TOWNSHIP OF CRANBURY BOARD OF EDUCATION, MIDDLESEX COUNTY,
Respondents.

Steve J. Edelstein, Esq., for petitioners (Weiner Law Group, LLP, attorneys)

Vittorio S. LaPira, Esq., for respondent, Town of Princeton Board of Education (Fogarty & O'Hara, attorneys)

Joseph D. Castellucci, Jr., Esq., for respondent, Township of Cranbury Board of Education (Methfessel and Werbel, attorneys)

Record Closed: August 30, 2019 Decided: October 3, 2019

BEFORE **SARAH G. CROWLEY**, ALJ:

PROCEDURAL HISTORY AND STATEMENT OF FACTS

The petitioners filed this action seeking a review of the Town of Princeton Board of Education's (Princeton) decision to renew its send-receive relationship with the Township of Cranbury Board of Education (Cranbury). The matter was transmitted to the Office of Administrative Law (OAL) as a contested case on October 3, 2018. N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14f-1 to -13. A motion for summary decision was filed by Princeton on March 1, 2019. By letter dated March 12, 2019, Cranbury joined in the Motion. Opposition to the motion was filed by the petitioners on July 23, 2019, and a Reply brief was filed by Princeton on August 30, 2019.

Petitioners are residents of Princeton. Cranbury is a K-8 public body organized pursuant to N.J.S.A. 18A:10-1 et seq. Pursuant to a send-receive relationship, Cranbury sends its high school students to Princeton. This send-receive relationship has existed for approximately thirty years since Cranbury petitioned to sever its relationship with Lawrence Township in 1985. On April 24, 2018, the extension of this agreement was discussed at an open public meeting of the Princeton BOE.

Presentations were made by the Board attorney, and interested parties were given an opportunity to discuss the matter. The petitioners were present as were other members of the public, who were permitted the opportunity to speak and ask questions. The Board presented information from a demographer as well as detailed financial information. The attorney for the Board provided a discussion of what would be required for severance to occur, including a feasibility study, approval from the Commissioner of the Department of Education, as well as potential litigation from Cranbury. Thereafter, on June 12, 2018, the Board voted unanimously to approve the agreement.

Petitioners argue that the Board acted arbitrary, capricious or unreasonably in approving the send-receive relationship with Cranbury. The petitioners also argue that the Cranbury BOE member should not have been permitted to vote on the issue, and

her vote vitiates or nullifies the vote. And finally, the petitioners seek an order from the undersigned requiring the Princeton BOE to conduct a feasibility study on the severance of the relationship with Cranbury.

LEGAL ANALYSIS

Summary decision is the administrative counterpart to summary judgment in the judicial arena. N.J.A.C. 1:1-12.5 provides that summary decision should be rendered if the papers and discovery which have been filed, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to prevail as a matter of law. To defeat a summary decision motion, the adverse party must respond by affidavits setting forth specific facts showing that there is a genuine issue which can only be determined in an evidentiary hearing. Use of the summary procedure is aimed at the swift uncovering of the merits and either their effective disposition or their advancement toward a prompt resolution by trial. Judson v. Peoples Bank and Trust Co. of Westfield, 17 N.J. 67, 74 (1954).

The New Jersey Supreme Court encouraged trial-level courts not to refrain from granting summary judgment when the proper circumstances present themselves. Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 541 (1995). While cautioning that a judge should not weigh the truth of the evidence or resolve factual disputes at this early stage of the proceedings, the Court clarified that when the evidence is so one-sided that one party must prevail as a matter of law, the trial court should not hesitate to grant summary judgment. Id. at 540. Appellate courts recognize that "[a]n evidentiary hearing is mandated only when the proposed administrative action is based on disputed adjudicatory facts." Contini v. Bd. of Educ. of Newark, 286 N.J. Super. 106, 120 (App. Div. 1995), certif. denied, 145 N.J. 372 (1996).

Standard for Board Decisions

Under the familiar and deferential standard of review, local boards of education "have broad discretionary authority and their actions are entitled to a presumption of

correctness absent a showing of bad faith, illegal motive or a lack of rational basis." L.S. o/b/o E.S. v. Westfield Twp. Bd. of Educ., EDU 7387-09, Final Decision (December 20, 2009), https://njlaw.rutgers.edu/collections/oal/. The decision whether to renew a send-receive agreement is entirely discretionary—meaning, the Princeton Board is not required by statute, regulation, or board policy to consider certain information or make particular findings before voting on the matter. Individual board members must decide for themselves what information is needed to make an informed decision.

In the instant case, before voting on whether to renew the agreement, the Princeton Board consulted its attorney and a demographer, presented information to the community, and listened to public comments. During this deliberative period, petitioners raised concerns to the Board about its decision-making process. First, even if it did not renew the agreement, by operation of settled law, the relationship would nonetheless continue on the same terms. The only sensible reason not to renew the agreement, then, is if the Board wanted to sever the relationship. The Board had a rational basis to avoid initiating the severance process, which its attorney advised is both uncertain and expensive—two propositions petitioners do not dispute. Assuming the respondents wanted severance, they would have to conduct a costly feasibility study and petition the Commissioner of Education for permission to sever. Moreover, it was known to the board that any such application would have been contested by Cranbury. The feasibility study alone—which Princeton would have to fully finance—could cost tens of thousands of dollars. And the unavoidable litigation costs and expert fees could easily exceed that amount. Measured against the prospect of success, the Board's decision to avoid these costs was not arbitrary, capricious or unreasonable. The Board also had sound financial incentives to continue the relationship. Tuition paid by Cranbury—$17,191 per-student, totaling about $5 million annually, which represents the second largest source of revenue for the operating budget.

The petitioners' main complaint is that the net loss estimates kept fluctuating, from a high of $3.8 million to a low of $1 million. This illustrates why, in their view, the Board needed to provide "verifiable facts or evidence" to substantiate the cost of educating Cranbury students and the cost savings if those students no longer attended

Princeton High School. The fact that Princeton High School was over-capacity and projected to remain that way for the foreseeable future, does not render the Board's decision irrational. Moreover, the Board estimated, based on demographic reports, that even without Cranbury students, Princeton High School would remain over-capacity for all but one of the next eight school years. Thus, to accommodate the growing student population, Princeton High School nonetheless needed to be renovated, using funds raised by the then-proposed bond referendum. Petitioners question the accuracy of the demographic reports and thus, the Board's reliance on them. They argue that the five reports were flawed in that they produced contradictory results and failed to consider important information—for example, how recent housing developments in Princeton or Cranbury's affordable housing obligation would affect enrollment at the high school. They also allege that the Board ignored a relevant 2015 demographic report prepared by Cranbury. Yet there is no evidence that the reports were inaccurate or would have been more accurate had they considered the information petitioners suggest. Moreover, the petitioners did not present an expert of their own or an expert report from their own demographer.

Petitioners' also argue that the Board should have deliberated longer before voting; the Board's interactions with the community were merely "public relations events." It is undisputed that the Princeton Board did have a significant amount of data before them, had the law presented by their attorney, and listed to the public at an open public meeting. It is evident that the petitioners desired a different conclusion from the Board. However, the law only requires that the Board not act in an arbitrary, capricious or unreasonable manner. In this case, it did not.

Sending District's Representative

The petitioners argue that Evelynn Spann, the Cranbury Board member should not have been permitted to vote on the extension of the agreement. The law permits Cranbury to appoint one representative to sit on the Princeton Board. N.J.S.A. 18A:38-8.2(a)(2). That representative, Evelynn Spann, voted with six of her colleagues to renew the send-receive agreement. The issue is whether she had the statutory

authority to vote on that matter, as a sending district's representative is only eligible to vote on those matters listed from N.J.S.A. 18A:38-8.1(a)-(i). There is also no dispute that the statute does not explicitly authorize voting on renewing a send-receive agreement. The disagreement concerns whether voting on that subject is authorized by the right to vote on ("tuition to be charged the sending district by the receiving district") and ("any matter directly involving the sending district pupils or programs and services utilized by those pupils"). N.J.S.A. 18A:38-8.1(a) and (e).

The intent of the statute is that the sending district member voting rights be limited to those matters that affect the sending district students. The Legislature must have known that send-receive relationships are governed by written agreements. So, petitioners are correct that the Legislature could have (and maybe should have) been clearer if it intended to authorize voting on whether to renew such an agreement. However, if we begin from the premise that any good send-receive agreement would include, among other terms, tuition costs—as this agreement did—subsection (a) raises difficult questions. On the one hand, authorizing the representative to vote on one term in the agreement (tuition costs) is a clumsy way for the Legislature to authorize voting on the entire agreement. On the other hand, the Princeton Board is correct that unless the agreement is voted on in parts—which is an unusual way to conduct business—the representative would be deprived of their right to vote on tuition costs.

When subsections (a) and (e) are read together, it is only logical that the representative can vote on whether to renew the agreement. Subsection (e) authorizes voting on "any matter directly involving the sending district pupils or programs and services utilized by those pupils." N.J.S.A. 18A:38-8.1(e). This broad language seemingly covers other provisions in a typical send-receive agreement, for example, transportation costs and special education responsibility. Because these provisions concern the terms under which the sending district's students are educated, they fit comfortably within the language of subsection (e). For this reason, Ms. Spann was authorized to vote on the matter.

The petitioners also allege a conflict of interest on the part of the Cranbury board member. This particular conflict of interest statute, however, is found in the School Ethics Act, N.J.S.A. 18A:12-21 et seq., over which the School Ethics Commission has primary jurisdiction. N.J.S.A. 18A:12-29; N.J.A.C. 6A:28-1.4. Thus, this matter is not properly before the Commissioner of Education. See e.g., Gardner v. Hackensack Bd. of Educ., EDU 09421-12, Initial Decision (May 1, 2013), adopted, Comm'r (June 7, 2013), https://njlaw.rutgers.edu/collections/oal/. Accordingly, I **CONCLUDE** that the Cranbury Board member had a right under the statute to vote on whether to renew the agreement and the terms of the agreement.

Finally, even assuming Ms. Spann voted improperly, that error was harmless. See Scardigli v. Borough of Haddonfield Zoning Bd. of Adjustment, 300 N.J. Super. 314, 324 (App. Div. 1997) ("[The board member's] improper vote does not change the ultimate result, and plaintiff has not claimed that [the board member's] participation . . . was prejudicial to plaintiff's cause. While it was erroneous to permit [the board member] to vote under the circumstances, we conclude the error is harmless.") Excluding her vote, six of ten board members voted to renew the agreement. That satisfied both the common law rule (requiring majority vote of those present) and the enhanced voting rule (requiring majority vote of the full board). See Negron v. South Plainfield Bd. of Educ., EDU 11522-10, Final Decision (March 28, 2011), https://njlaw.rutgers.edu/collections/oal/.

Feasibility Study

The petitioners do not dispute that the statute requires a feasibility study before severance of an existing send-receive relationship can occur. However, the Commissioner of Education cannot compel the Princeton Board to prepare a feasibility study. The Commissioner has supervisory authority over send-receive relationships. See Merchantville Bd. of Educ. v. Pennsauken Bd. of Educ., 204 N.J. Super. 508, 511 (App. Div. 1985). Once established, such a relationship may not be severed "except upon application made to and approved by the commissioner." N.J.S.A. 18A:38-13. It is not enough, in other words, for two districts to agree to end their relationship. The

district(s) seeking severance, as a pre-condition for filing an application to the Commissioner, must "prepare and submit a feasibility study," which considers the financial, educational, and racial implications of ending the relationship. Ibid; N.J.A.C. 6A:3-6.1(a). This study helps the Commissioner determine whether granting the application would have a "substantial negative impact." N.J.S.A. 18A:38-13. If the Commissioner finds that it would not, the application must be granted. Ibid. There is no apparent reason, let alone a requirement, for a district to commission a feasibility study if it wants to continue the relationship—which is true for Princeton and Cranbury.

Petitioners seek to order the Commissioner to initiate the severance process for Princeton by ordering it to prepare a feasibility study. The Commissioner has no authority and no reason to disrupt a harmonious send-receive relationship. Local boards of education must decide whether to *enter* into such a relationship. But see N.J.S.A. 18A:38-8 (districts may be required to receive students). Likewise, the decision whether to initiate the process to *end* that relationship should also be left to their sound discretion. The absence of a governing standard is the clearest sign that the Legislature did not intend for the Commissioner to have this power. Cf. N.J.S.A. 18A:38-13 (standard for when severance application must be granted). Petitioners do not suggest under what circumstances it would be appropriate for the Commissioner to compel a board of education to prepare a feasibility study. Under their logic, if a taxpayer petitions for this relief, the Commissioner should grant it.

Decisions of this kind, however, are reserved for the democratic process. If taxpayers believe a feasibility study should be prepared, they must convince their local board members, who can vote to have the study conducted.

CONCLUSION

Respondent has filed a Motion for Summary Decision alleging that there are no factual issues in dispute, and they are entitled to judgment as a matter of law. The undisputed evidence demonstrate that the Board's decision was not arbitrary, unreasonable or capricious. Moreover, the petitioners have no right to demand a feasibility study or the dissolution of the send/receive agreement as a matter of law, as

there is no private right to such a claim. Finally, the Cranbury Board member had a right to vote and even if their vote was excluded, the majority vote from the Board approved the send-receive relationship. Accordingly, I **CONCLUDE** that the Board did not abuse its discretion in approving the send-receive relationship with Cranbury. I therefore **CONCLUDE** that the petition is hereby **DISMISSED**.

ORDER

I hereby **ORDER** that the District's Motion for Summary Decision is hereby **GRANTED** and the Petition is hereby **DISMISSED**.

I hereby **FILE** this initial decision with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

This recommended decision may be adopted, modified or rejected by the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION,** who by law is authorized to make a final decision in this matter. If the Commissioner of the Department of Education does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION, ATTN: BUREAU OF CONTROVERSIES AND DISPUTES, 100 Riverview Plaza, 4th Floor, PO Box 500, Trenton, New Jersey 08625-0500,** marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

October 3, 2019
DATE

SARAH G. CROWLEY, ALJ

Date Received at Agency:

Date Mailed to Parties:

SGC/cb