

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

14-

WHEREAS, the Princeton Planning Board ("Board"), pursuant to *N.J.S.A. 40:24* requires the services of legal counsel during the calendar year 2014; and

WHEREAS, said Board has appointed Allen D. Porter, Esq. of the firm of Miller Porter & Muller, PC as its legal advisor during the calendar year 2014; and

WHEREAS, said Board has recommended to Princeton that pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* that a Resolution be adopted awarding a Contract for "Professional Services" following receipt of responses for Request for Proposals to Allen D. Porter, Esq. and that the award of said Contract to be publically advertised as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Council, as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed on behalf of the Princeton Planning Board to enter into a Professional Services Agreement with Allen D. Porter, Esq. of the firm of Miller Porter & Muller, PC, One Palmer Square, Suite 540, Princeton, New Jersey 08540 so as to have said firm serve during the calendar year 2014 as the attorney for said Board. The sums authorized by this Resolution shall not exceed the sum of \$7,500.00 appropriated for legal services for said Board by Princeton in the 2014 Princeton Temporary Budget. The Agreement authorized by this Resolution is on file in the Office of the Princeton Clerk and with the Secretary of the Princeton Planning Board of Adjustment and may be inspected during regular office hours.

2. This Contract is being awarded without competitive bidding as a “Professional Services” Contract in accordance with the provisions of *N.J.S.A. 40A:11-5(1)(a)* of the New Jersey Local Public Contracts Law because a service will be rendered or performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
3. A notice of this action shall be published in The Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was adopted by the Princeton Council at its meeting held on the 27th day of January, 2014.

Linda S. McDermott, Clerk
Princeton

2014

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made on the 27th day of January, 2014, by and between the **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and **MILLER PORTER & MULLER, PC**, One Palmer Square, Suite 540, Princeton, New Jersey 08540 (hereinafter referred to as the "**ATTORNEYS**").

WITNESSETH:

WHEREAS, the **PRINCETON PLANNING BOARD** (hereinafter referred to as "**BOARD**") requires legal services for the calendar year 2014; and

WHEREAS, said **BOARD**, pursuant to *N.J.S.A. 40:55D-24*, may employ on an annual basis, legal counsel; and

WHEREAS, the **BOARD**, by Resolution has appointed **ATTORNEYS** as its legal counsel for 2014 pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, and recommends having **PRINCETON** award a Professional Services Contract to the **ATTORNEYS** without competitive bidding.

NOW, THEREFORE, IT IS AGREED, between **PRINCETON** and the **ATTORNEYS** as follows:

1. The **BOARD** has heretofore appointed the **ATTORNEYS** to serve as legal counsel to the **BOARD** for the calendar year 2014.

2. The **ATTORNEYS** agree to designate Allen D. Porter, Esq. as the lead attorney for the **BOARD**. The scope of services and attorney's experience are as set forth within the attorney's

response to the Request For Proposals for Planning Board Attorney dated November 20, 2013, attached.

3. **PRINCETON** agrees to compensate the **ATTORNEYS** at a billing rate of \$200.00 per hour for routine and escrow legal services. The **ATTORNEYS** shall also be reimbursed for out-of-pocket expenses such as filing fees, etc.

4. **PRINCETON** and **ATTORNEYS** agree that the **ATTORNEYS** shall not bill **PRINCETON** for a sum in excess of the amount of \$7,500.00 appropriated for said legal services by Princeton in the 2014 Temporary Budget for the calendar year 2014 without further authorization from the **BOARD** and **PRINCETON**.

5. The **ATTORNEYS** agree that they shall coordinate their representation of the **BOARD** through Planning Director Lee O. Solow, P.P./A.I.C.P.

6. To the degree that legal services provided by the **ATTORNEY** for the **BOARD** relate to a specific land use development application considered by the **BOARD** and said services are appropriately chargeable to an escrow deposit account established by an applicant before the **BOARD**, then said **ATTORNEYS** shall bill their time to said escrow account in accordance with the provisions of *N.J.S.A. 40:55D-53.2 et seq.*

7. The parties hereby incorporate into this Agreement, the attached Affirmative Action/Non Discrimination Addendum per attached Exhibit A.

8. The **ATTORNEYS** agrees to file with **PRINCETON** Chief Financial Officer their New Jersey Business Registration Certificate as required by P.L. 2004, c. 57 of the Laws of the State of New Jersey per attached Exhibit B.

9. The **ATTORNEYS** shall comply with the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7*, per attached Exhibit C.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

ATTEST:

Linda S. McDermott

ATTEST:

PRINCETON

By: _____
Liz Lempert, Mayor

**MILLER PORTER MULLER,
PC**

By: _____
Allen D. Porter, Esq.

EXHIBIT A

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as “contractor”) shall submit to Princeton (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with Princeton, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

During performance of this contract, the contractor agrees as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by Princeton, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by Princeton, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from Princeton of any prior violation of this section of the contract.

EXHIBIT B

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and

Use Tax Act,” P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act,” P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT C

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.

LAW OFFICES
MILLER PORTER & MULLER, P.C.
Suite 540
One Palmer Square
Princeton, New Jersey 08542

William Miller (1913-1977)
Allen D. Porter
Gerald J. Muller

Telephone (609) 921-6077
Fax (609) 497-1439
e-mail address: aporter@mpmglaw.com

Lee O. Solow, PP/AICP – Director of Planning
Princeton
lsolow@princetonnj.gov
400 Witherspoon Street
Princeton, New Jersey 08540

SUBJECT: Request for Proposal: Attorney Services: Princeton Planning Board
and Zoning Board of Adjustment

DATED: November 20, 2013

The firm of Miller Porter & Muller, P.C. hereby submits this proposal in response to the RFP for attorney services for the position of Board Attorney to the Princeton Planning Board.

Specifications

In accordance with the Request for Proposal, our hourly rate shall apply to all required services which shall include, but not be limited to, telephone calls, correspondence, legal research, preparation of ordinances, preparation of resolutions, negotiations, attendance at meetings, hearings, litigation and any other services rendered on behalf of Princeton. We propose an hourly rate of \$200.00 per hour which has been this firm's billing rate to the Planning Board since 2009 and is a reduction in our litigation rate of \$205 per hour.

Submission Requirements

(a) Designation of lead counsel - Allen D. Porter, Esq. is lead counsel for non-litigation matters. Gerald J. Muller, Esq. is lead counsel for litigation matters. Gerald J. Muller, Esq. will also be involved in non-litigation matters on a case by case basis.

(b) Professional Experience - Allen D. Porter now serves as attorney for the Princeton Planning Board and served as attorney for the Regional Planning Board since 1977. (Prior to that our deceased partner, William Miller, Esq., served as counsel to the Regional Planning Board of Princeton since its creation in 1969.) The resume of Allen D. Porter, Esq. is attached as Attachment I. The resume of Gerald J. Muller, Esq. is attached as Attachment II.

Currently, Mr. Porter does not serve as attorney for any other municipal agencies. In the past, he served as counsel for Stony Brook Regional Sewage Authority and the Hunterdon County Planning Board. Gerald Muller's professional experience is listed on Attachment III and his Land Use and Other Governmental Litigation experience is listed on Attachment IV.

(c) We are confident of our continued ability to perform the tasks assigned by the Board in a timely fashion.

(d) Both Mr. Porter and Mr. Muller are licensed to practice law in the State of New Jersey.

(e) The educational backgrounds of Allen D. Porter and Gerald J. Muller are listed in Attachments I and II.

(f) Professional references:

For Allen D. Porter

William L. Enslin
former Princeton Township Committeeman
and Planning Board member
45 Herrontown Road
Princeton, New Jersey 08540
609-924-1459

Victoria Bergman
former Princeton Township Committeewoman,
Zoning Board member and Planning Board member
134 Leabrook Lane
Princeton, New Jersey 08540
609-921-2050

For Gerald J. Muller

Alan M. DiSciullo, Esq.
former Chairman, West Windsor Township Planning Board

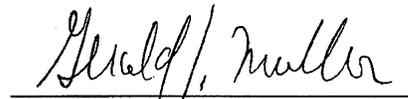
Sherman and Sterling
Director of Global Real Estate
850 Third Avenue
New York, New York 10022
212-848-4137 (office phone)

Keith Dorschner
Former Chairman, Millstone Borough Planning Board
(Somerset County)
10 Yorktown Road
Millstone, New Jersey 08844
732-932-9575 (office phone)

Susan Bristol
Former Chair, Rocky Hill Planning Board
104 Washington Street, P.O. Box 814
Rocky Hill, New Jersey 08553
609-924-7989 (office phone)

Respectfully submitted,


Allen D. Porter


Gerald J. Muller

Attachment I	Resume of Allen D. Porter
Attachment II	Resume of Gerald J. Muller
Attachment III	Professional Experience of Gerald J. Muller
Attachment IV	Land Use and Other Governmental Litigation – Gerald J. Muller

ATTACHMENT I

Allen D. Porter

Miller, Porter & Muller, P.C.
One Palmer Square, Suite 540
Princeton, New Jersey 08542
609-921-6077
609-497-1439 (fax)
e- mail aporter@mpmglaw.com

Professional Practice	Member of the firm of Miller, Porter & Muller, P.C. (and member or employee of its predecessor firms since 1967) Substantial areas of practice include land use, corporate, estate planning and administration and real estate Counsel, Regional Board of Princeton 1977 – 2012; Counsel, Princeton Planning Board 2013 – present; Counsel, Princeton Area Community Foundation.
Prior Professional Employment	Law Clerk, Hon. Arthur S. Lane, United States District Court for the District of New Jersey, 1966-67
Other Professional Information	Bar Admissions: State Courts – New Jersey (1966) Federal Courts – District of New Jersey (1966) and Third Circuit (1976) Member of American, New Jersey State, Mercer County, and Princeton Bar Associations
Education	University of Virginia Law School, 1963-1966 (L.I.B., Order of the Coif; Member, Virginia Law Review) Princeton University, 1959-1963 (A.B. Magna cum laude in economics)
Honors	Recognized in publications of "New Jersey's Top Rated Lawyers" and "New Jersey's Top Legal Minds" and AV Preeminent Peer Review Rated by Martindale-Hubbell

ATTACHMENT II

Gerald J. Muller

Miller Porter & Muller, P.C.
One Palmer Square, Suite 540
Princeton, New Jersey 08542
(609) 921-6077 (voice)
(609) 497-1439 (fax)
e-mail gmuller@mpmglaw.com

Professional Practice Member of the firm of Miller Porter & Muller, P.C. (associate or partner since August 1979). Primary practice area is municipal, including litigation. Represent land use boards (West Windsor and Millstone Planning Boards) and handle litigation and special projects for the Princeton Planning Board Borough of Princeton. Periodically represent property owners and community groups in land use matters. Other area of practice: commercial litigation.

Prior Professional Employment Antitrust Section, Division of Criminal Justice, New Jersey Department of Law & Public Safety, September 1977 to August 1979 –Deputy Attorney General. Primary responsibility was major antitrust and land fraud litigation.

Chicago Lawyer's Committee for Civil Rights Under Law, Inc., April 1972 to September 1977 – Executive Director, December 1974 - September 1977; Associate Director until December 1974.

Associated with Ross, Hardies, O'Keefe, Babcock & Parsons, Chicago, Illinois, June 1970 to April 1972

Other Bar Admissions: State Courts – New Jersey (1977) and Illinois (1970); Professional Federal Courts – Supreme Court (1975), Third Circuit (1997), Seventh Information Circuit (1974), District of New Jersey (1977), and Northern District of Illinois (1971).

Member, American, New Jersey State, and Princeton Bar Associations

Instructor, Center for Government Services, Edward J. Bloustein School of Planning and Public Policy, Rutgers – teaching courses on zoning and land use administration, including course for land use board member certification.

Member, Affordable Housing Professionals of New Jersey

Court-appointed mediator on Roster of Mediators for Civil, General Equity and Probate Cases.

Education

Yale Law School, 1967-1970 (LL.B)
Colgate University, 1963-1967 (A.B. Magna cum laude;
Phi Beta Kappa; Salutatorian of the Class)

Honors

Recognized in publications of “New Jersey’s Top Rated Lawyers” and “New Jersey’s Top Legal Minds” and AV Preeminent Peer Review Rated by Martindale-Hubbell

Lists of selected litigation activities are available upon request.

ATTACHMENT III

PROFESSIONAL EXPERIENCE – GERALD J. MULLER

My primary specialization since graduating from law school has been land use. I also represent parties in civil litigation outside the land use context and am a professional mediator. I have participated in all aspects of civil litigation at the trial and appellate levels.

In the land use area, most of my representation is on the municipal side, although I have occasionally represented community groups and individuals or entities seeking development approvals. Municipal representation includes:

- Regional Planning Board of Princeton and Princeton Planning Board since 1979, representing the Board periodically on development applications, special projects such as the Arts and Transit zoning and, a number of years ago, affordable housing, and handling all litigation. A list of litigation activities for Princeton, as well as other land use suits, is attached hereto.
- Other land use boards I have represented are set forth below. The representation includes hearings on development applications, preparation of resolutions and ordinances, affordable housing program formulation and implementation, and litigation defense.
 - West Windsor Planning Board – special litigation counsel 1989-1992 and regular counsel since 1993
 - West Windsor Zoning Board of Adjustment – 1987
 - West Windsor Township
 - Municipal Attorney in 1988
 - Special counsel for timed growth 1989-1992
 - Affordable Housing Attorney since 1993, handling affordable housing program and trust fund spending plan formulation, including drafting contracts implementing spending plan programs, and providing legal services for affordable housing administration, including preparing affordability instruments for rental and sales projects and upon resale of affordable units and acquiring affordable units in foreclosure and re-selling same
 - Special redevelopment counsel since 2008
 - Millstone Borough (Somerset County) Planning Board – since 2001. This is a joint board and handles all zoning functions.

- Rocky Hill Planning Board – 1979-2006. This is a joint board and handles all zoning board functions.
- Hunterdon County Planning Board – 1979-2009. Handled special projects and all litigation.
- Prior representation included the Lawrence Township Zoning Board of Adjustment, the Roosevelt Township Zoning Board of Adjustment, the East Windsor Planning Board, and special Mount Laurel counsel for Roxbury Township and the Roxbury Township Planning Board.

ATTACHMENT IV

LAND USE AND OTHER GOVERNMENTAL LITIGATION –
GERALD J. MULLER

**For Regional Planning Board of Princeton, Princeton Township and
Borough, and Princeton Planning Board**

AvalonBay Communities v. Princeton Planning Board, et al. (Superior Court of New Jersey, Law Division, Mercer County, 2012) – represented Princeton Planning Board in a challenge to the Board’s denial of the first AvalonBay application. The matter was settled by way of stay of the proceedings so that AvalonBay could file its second application.

Association for Planning at Hospital Site, LLC v. Princeton Planning Board, et al. (Superior Court of New Jersey, Law Division, Mercer County, 2013) – represent the Board in a challenge to its approval to AvalonBay’s second application.

Neumann, et al. v. Princeton University, et al. (Superior Court of New Jersey, Law Division, Mercer County, 2013) – represent the Board in this objectors’ challenge to the Board’s approval of the University’s Arts and Transit project.

Princeton Ridge v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County and Appellate Division 1979-83) – lead defense counsel in case challenging 1980 Master Plan. In an unreported written opinion, the court granted summary judgment for defendants on most of the claims, and the Appellate Division dismissed plaintiff’s appeal.

Princeton Ridge v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County 1980-83) – represented the Regional Planning Board in residential downzoning case. The case and the remaining claims in the 1979 case were settled.

Nassau Builders v. Township of Princeton, et al. and Princeton Research Lands v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County, filed 1979 and 1980) – represented the Regional Planning Board in two suits challenging denial of a development application, conditions of approval of a second development application, a rezoning from office to low density residential, the Township steep slopes ordinance, and the 1980 Master Plan. The Regional Planning Board was awarded summary judgment on most of the Master Plan claims. After extensive discovery and the commencement of trial, the cases were adjourned for settlement discussions that never reach fruition. The cases were later dismissed.

deMenil Trust v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County 1980-83) – represented the Regional Planning Board in challenge to residential downzoning and 1980 Master Plan. The Board prevailed on most of the Master Plan issues, and the remaining issues in the case were settled.

Trustees of Princeton University v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County 1980) – represented the Regional Planning Board in challenge to residential downzoning. The case was settled.

Calton Homes v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Ocean County 1984-88) – represented the Regional Planning Board in Mt. Laurel action. The plaintiff's claim for a builder's remedy was settled for a unit yield less than that permitted by ordinance. The Township's Mt. Laurel compliance plan was approved after hearings in 1988.

Calton Homes v. Dravo, et al. (U.S. District Court for the District of New Jersey 1984-88) – represented the Regional Planning Board in suit claiming tortious interference with real estate purchase. The suit was dismissed as part of the Mt. Laurel settlement.

Thompson Realty Co. v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County 1988) – represented the Regional Planning Board in challenge to Princeton Township's affordable housing impact fee ordinance. The case was settled by placing the matter on the inactive list while appeals from impact fee ordinances in other municipalities were prosecuted.

Institute for Advanced Study v. Regional Planning Board of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County 1990-93) – lead counsel in defense of land use program reducing permitted density and requiring substantial open space preservation for Institute of Advance Study Woods and farm fields. The case was settled with an agreement to limit development to specified number of units located in one portion of the site with over 80 percent of the land preserved in open space.

Lowe v. Princeton Township, et al. (Superior Court of New Jersey, Law Division, Mercer County 1986-92) – represented the Regional Planning Board in challenge to zoning scheme reducing permitted intensity of office development. The case was settled.

Trustees of Princeton University v. Regional Planning Board of Princeton (Superior Court of New Jersey, Law Division, Mercer County 1990) – represented the Regional Planning Board in challenge to development approval denial. The case was settled.

Regional Planning Board of Princeton v. Trustees of Princeton University (Superior Court of New Jersey, Law Division, Mercer County 1979) – represented the Regional Planning Board in suit seeking temporary restraints tolling time period for making decision. The case was settled.

Harvey v. Borough of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County 1985) – represented the Borough and Regional Planning Board in suit challenging blight designation for plaintiff's property. The court ruled in defendants' favor after trial.

In the Matter of Route S-92 (1986-87) – represented Princeton Township in N.J.D.O.T. matter as to which alignment along the Princeton-Montgomery border should be utilized if a build alternative for S-92 was chosen. The Township advocated Scheme 6, the most northerly of the four S-92 alignments. N.J.D.O.T. chose Scheme 6.

Regents Meade v. Regional Planning Board of Princeton (Superior Court of New Jersey, Law Division, Mercer County 2000) – represented the Regional Planning Board in successful defense to challenge to development application denial. The Board prevailed on summary judgment.

Mt. Brook Association v. Princeton Township, et al. (Superior Court of New Jersey, Law Division, Mercer County 1999-2000) – represented the Regional Planning Board in challenge to affordable housing development approval, among other things. The court approved a settlement after conducting a fairness hearing.

Preservation Lands v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County 2003-2004) – represented the Regional Planning Board in Mt. Laurel and arbitrary and capricious challenge to rezoning. In November 2003, the court granted defendants' motion to dismiss the Mt. Laurel claims, and the remaining claim was dropped.

Friends of Princeton Ridge v. Township of Princeton, et al. (Superior Court of New Jersey, Law Division, Mercer County 2002-2003) – represented the Regional Planning Board in challenge to ordinance providing for age-restricted housing. The case was settled.

Stone, et al. v. Sieja, et al. (Superior Court of New Jersey, Law Division, Mercer County 2000-2001 and 2003-2004) – represented the Regional Planning Board in two challenges to development approval. The trial court struck down the first approval. The Board reapproved the application using different procedures than those the court found objectionable, and the suit challenging the second approval was settled.

Herrontown Woods Citizens Association v. Regional Planning Board of Princeton, 2008 WL 2938365 (App. Div.), cert.den. 197 N.J. 259, 962 A.2d 530 (2008) – represented the Regional Planning Board in a successful defense of objectors' challenges to a subdivision approval with conditions. The trial court ruled in favor of the defendants, which included the developer, the Appellate Division affirmed and the Supreme Court denied a petition for certification.

Lewis v. Rider University and Regional Planning Board of Princeton, 2011 WL 6341089 (App. Div. 2011) – successfully defended the Regional Planning Board in a 2010 challenge by objectors to a site plan approval with conditions. In 2011, the trial court ruled in favor of the defendants, and the Appellate Division affirmed.

For West Windsor Planning Board and Township

Toll Brothers v. West Windsor Township, et al., 303 N.J. Super. 518, 697 A.2d 201 (Law Div. 1996), aff.d. 334 N.J. Super. 109, 756 A.2d 1056 (App.Div. 2000), aff.d. 173 N.J. 502 (2001) – lead defense counsel in Mt. Laurel action challenging zoning standards for the Township's affordable housing program, including those for inclusionary site owned by plaintiff. After a three month trial, the court found that the affordable housing program was noncompliant and awarded a builder's remedy. The Appellate Division and New Jersey Supreme Court affirmed. After a six day January 2000 trial, the trial court in an unreported opinion upheld certain conditions of the Planning Board's approval of plaintiff's development application and invalidated others. On cross-appeals the Appellate Division affirmed the trial court decision. The Supreme Court denied a petition for certification. The case was eventually settled with payment of a monetary sum to the Township.

Toll Brothers v. Township of West Windsor (consolidated Akselrad litigation), 334 N.J. Super. 77 (App. Div. 2000), cert. den. 168 N.J. 295, 773 A.2d 1159 (2001) – Lead counsel in week long trial in December 1997, after which the trial court in an unreported March 1998 opinion ruled that the Township's affordable housing program, which was revised in response to its 1996 ruling finding the original program noncompliant, complied with Mt. Laurel and permitted the Township to delete four sites from the original program. In August 2000, the Appellate Division reversed, and the Supreme Court denied a petition for certification. On remand, the case was settled in 2004.

Akselrad v. West Windsor Township, et al., 229 F.2d 1137 (3d. Cir. 2000) – represented the Planning Board in this parallel federal suit to the Akselrad state court suit. It challenged the deletion of plaintiffs' affordable housing site on federal civil rights, constitutional, contract, Mt. Laurel, and other state law grounds. In two unreported opinions, the trial court granted defendants' motions dismissing all claims, and the Third Circuit affirmed.

Toll Brothers v. Township of West Windsor, et al. (consolidated Akselrad litigation), 2006 WL 1725565 (App. Div. 2006), rev'd and remanded, 190 N.J. 61, 918 A.2d 595 (2007) – the trial court denied the Akselrads' motion for attorneys fees in the prior litigation, and the Appellate Division affirmed. The Supreme Court agreed that the movant must comply with safe harbor requirements under the frivolous litigation statute, but remanded, requiring a proceeding before the trial court for an assessment about the practicability of compliance. The case was settled in 2008, the Township agreeing to convey a Township-owned parcel zoned for affordable housing to the Akselrads in exchange for an Akselrad parcel to be dedicated for Greenbelt plus a cash consideration provided that Green Acres restrictions could be removed from the Township parcel.

Toll Brothers v. West Windsor Township, et al. (Superior Court of New Jersey, Law Division, Mercer County 2011) – represent Planning Board in independent suit by the Akselrads claiming violation of the 2008 settlement. The case is in discovery.

Akselrad v. West Windsor Township, 2007 WL 1261107 (App. Div.), cert den. 192 N.J. 293, 927 A.2d 1292 (2007) – represented the Planning Board in action by the Akselrads claiming damages for West Windsor's elimination of their site from its affordable housing program. The trial court dismissed the complaint, and the Appellate Division affirmed. The Supreme Court denied a petition for certification.

IC/L-A Washington Road, LLC v. Township of West Windsor and West Windsor Township Planning Board (Superior Court of New Jersey, Law Division, Mercer County 2008-2011) – represented West Windsor Planning Board and was special counsel for West Windsor Township in two suits challenging an area in need of redevelopment designation around the Princeton Junction train station and redevelopment plan adopted therefor. The first case was voluntarily dismissed, and, after cross-motions for summary judgment were denied, the second case was settled by virtue of an accepted design for plaintiff's site at the center of the redevelopment area and financial contributions to the Township. Claims asserted at a fairness hearing by Fair Share Housing Center and others with respect to affordable housing were also settled.

Estate of Tindall v. West Windsor Township, et al. (Superior Court of New Jersey, Law Division, Mercer County 1993-1999) – lead counsel in defense of residential downzoning in most of Township. Defendants prevailed on summary judgment on Township-wide issues, and a site-specific issue was voluntarily dismissed.

Steiner Development v. West Windsor Township, et al. (Superior Court of New Jersey, Law Division, Mercer County 2001-2004) – counsel for all defendants in a challenge to a nonresidential affordable housing set aside program and conditions of planning board approval pertaining to a required regional contribution agreement

and on-site road construction and dedication requirements. The trial court upheld the program, but modified the affordable housing condition. The case was subsequently settled by payment of an agree-to amount to the Township.

PTLD v. West Windsor Mayor and Council, et al. (Superior Court of New Jersey Law Division, Mercer County 1997) – lead counsel in defense of an action brought by another owner of a deleted affordable housing site. The case was settled.

Toll Brothers v. West Windsor Township, et al., 312 N.J. Super. 540, 712 A.2d 266 (App. Div.), cert. den. 157 N.J. 543 (1998) – represented the Planning Board in unsuccessful defense of timed growth program. The trial court's written opinion is unreported.

Merger Mall Property Group v. West Windsor Township, et al. (Superior Court of New Jersey, Law Division Mercer County 1995-1996) – lead counsel in case challenging rezoning of large tract from office to retail. On motion for summary judgment, the trial court issued an unreported opinion ruling in defendants' favor, including upholding the Township's nonresidential affordable housing set-aside program. Plaintiff appealed, and the case was settled during the appeal by virtue of an agreement between the plaintiff and defendant developer.

LaPlaca v. West Windsor Township, et al. (Superior Court of New Jersey, Law Division, Mercer County 1996) – lead counsel in suit challenging the same rezoning as in the Merger Mall suit. The case was settled.

West Windsor Developers, LLC v. West Windsor Planning Board, et al. (Superior Court of New Jersey, Law Division, Mercer County 2006-2007) – represented Planning Board in an objector's challenge to a site plan approval for a hotel and office complex. In an unpublished opinion, the trial court upheld the Board.

Akselrad v. Westminster Realty Corporation, et al. (Superior Court of New Jersey, Law Division, Mercer County 1998-99) – represented the Planning Board in this challenge to the Board's approval of an affordable housing development. In an unpublished opinion, the trial court granted defendants' motion for summary judgment. The case was settled on appeal by virtue of an agreement between the plaintiff and defendant developer.

West Windsor Township Planning Board, et al. v. N.J.D.O.T., et al. (U.S. District Court for the District of New Jersey and Third Circuit 1996-97) – represented the Planning Board in suit challenging the Hightstown Bypass on grounds of NEPA violations, inadequate State E.I.S., lack of authority to proceed on design-build basis, and lack of legislative authority to construct road. Defendants included the Federal Highway Administration and the Secretary of the U.S. Department of

Transportation. The trial court in unreported written opinions denied plaintiffs' motion for injunctive relief and later entered summary judgment in defendants' favor. The Third Circuit affirmed.

Friends of the Dinky Woods v. Township of West Windsor, et al., 291 N.J. Super. 325, 677 A.2d 289 (Law Div. 1996) – lead defense counsel in suit challenging West Windsor's method of calculating the protest area when landowners protest propose ordinances. The court ruled that the methodology used was incorrect.

Brookline Estates, LP v. West Windsor Township (Superior Court of New Jersey, Law Division, Mercer County, 2006-2008) – co-counsel representing West Windsor Township on a claim for monetary damages under an agreement by which plaintiff's predecessor-in-title constructed a sewer system. It claimed entitlement to fair share reimbursement by others connecting to the system. The case was settled.

West Windsor Plainsboro Board of Education v. Zaitz, et al. (Superior Court of New Jersey, Law Division 1996-1999) – represented the Township in condemnation action for privately-owned tract, claiming that monies were due as a result of contracts with the developer whose property was condemned. The case was settled.

First Indemnity of America Insurance Company v. West Windsor Planning Board (Superior Court of New Jersey, Law Division, Mercer County 1999-2001) – represented the Planning Board in suit challenging the Board's denial of a request to extend a development approval's protection period. The case was settled.

Boston Safe Deposit Company v. West Windsor Planning Board, et al. (Superior Court of New Jersey, Mercer County 1990) – represented the Planning Board and Township in challenge to development approval conditions and Township's TID program. The case was settled.

V.P. Realty v. West Windsor Planning Board (Superior Court of New Jersey, Law Division, Mercer County 1988-93) – represented the Planning Board in challenge to development approval conditions. The case was settled.

Washington Mutual Bank v. Lin (Superior Court of New Jersey, Chancery Division, Mercer County 2009) – represented West Windsor Township in successful proceeding where the Township sought surplus funds paid at a sheriff's sale of affordable unit.

State of New Jersey v. Garden State Land (West Windsor Municipal Court 1988) – successfully prosecuted criminal complaint for sign violations in case in which defendant developer raised First Amendment defense.

For Roxbury Township

In re Six Month Extension of N.J.A.C. 5:91-1, 372 N.J. Super. 61 (App. Div. 2004) – served as special counsel representing Roxbury Township in challenge by developers to COAH's extension of time to file petition for substantive certification by Roxbury and other municipalities. The Appellate Division affirmed the extension.

Roxbury 80 v. Township of Roxbury, et al. (Superior Court of New Jersey, Law Division, Morris County 2002 - 2004) – represent all municipal defendants in challenge to rezoning of formerly affordable housing site on Mt. Laurel grounds. Plaintiffs also challenge environmental ordinances, including steep slope and ridge line ordinances. The municipal attorney assumed the trial defense.

For Millstone Borough Planning Board

Van Cleef v. Millstone Borough, et al. (Superior Court of New Jersey, Law Division, Somerset County 2002 - 2004) – represent the Planning Board in Mt. Laurel builder's remedy suit. Defendants' motion to transfer the case to COAH was granted in November 2003, and the case was subsequently settled.

For Hunterdon County Planning Board and Hunterdon County

Freiss, et al. v. Lebanon Township Planning Board, et al. (Superior Court of New Jersey, Law Division, Hunterdon County 1990) – represented the Hunterdon County Planning Board in case challenging its off-tract road assessment program and its jurisdiction over a development application. After a bench trial, the court ruled that the Board had jurisdiction, even though the property did not abut a County road, and that the off-tract assessment program was authorized by the County Planning Act.

Giaquinto, et al. v. Lebanon Township, et al. (Superior Court, Law Division, Hunterdon County 1990) – represented Hunterdon County and the Hunterdon County Planning Board in a challenge to a condition of a development approval imposing an off-tract road assessment. After the court granted summary judgment in an unreported written opinion dismissing plaintiffs' federal civil rights claim against the County and Planning Board, the state claims were settled.

Barbieri Brothers v. County of Hunterdon, et al. (Superior Court of New Jersey, Law Division, Hunterdon County 1996) – represented Hunterdon County and the Planning Board in a suit challenging the amount of an off-tract road assessment. The case was settled.

Kingwood Board of Education v. Hunterdon County Planning Board (Superior Court of New Jersey, Law Division, Hunterdon County ca. 1993) – represented the Planning Board in suit challenging its jurisdiction to review a public school site plan. After a bench trial, the court ruled in the Board's favor.

Rozansky v. Salvation Army, et al. (Superior Court of New Jersey, Hunterdon County, Chancery Division 1993) – represented the Planning Board in an action in which a landowner sought an equitable right of access or easement by necessity against private land owners and an order requiring the Planning Board to approve the configuration of access to his landlocked parcel. The case was settled.

For Lawrence Township Planning Board

Mr. Muller handled the following cases for the Lawrence Zoning Board during his tenure as Board Attorney, 1985-1990. Each involved a challenge to a Zoning Board development application denial or conditions imposed upon an approval and was the subject of a bench trial, after which judgment was entered in favor of the Zoning Board, except as noted below.

Exxon v. Lawrence Zoning Board

Lutes v. Lawrence Zoning Board

Label (Tiffany Woods II) v. Lawrence Zoning Board

Ben Franklin Swim Club v. Lawrence Zoning Board

Summers v. Lawrence Zoning Board

Sun Oil v. Lawrence Zoning Board

Sussman v. Lawrence Zoning Board

R.C. Maxwell v. Lawrence Zoning Board – plaintiff successfully appealed to the Superior Court from an interpretation of the zoning ordinance by the Zoning Board. After the court decision, the ordinance was amended consistent with Zoning Board interpretation.

For East Windsor Planning Board

Centex Homes v. Township of East Windsor, et al., 101 N.J. 209 (1985) – handled Supreme Court appeal for the Planning Board in case in which Township's transfer of development rights program had been invalidated below. The Court ruled that the petition for certification had been improvidently granted after determining that the case was moot.

For Stony Brook Regional Sewerage Authority

J.W. Field v. Township of Franklin (Superior Court of New Jersey, Law Division, Somerset County 1985) - represented the Authority on sewerage issues in these consolidated Mt. Laurel cases. The Authority was dismissed from the litigation.

For Citizens' Groups

Krapcho, et al. v. Franklin Township Planning Board, et al. (Superior Court of New Jersey, Law Division, Somerset County 1998-99) – represent individuals challenging development approval under Township natural resources cluster ordinance. The suit was settled.

Downtown Residents for Sane Development, et al. v. City of Hoboken, et al., 242 N.J. Super. 329, 576 A.2d 926 (App. Div. 1990) – represented community group and individual plaintiffs in challenge to redevelopment plans for the Hoboken waterfront. In a first suit, summary judgment was granted in plaintiffs' favor on the ground that zoning ordinances adopted to implement the redevelopment plan were invalid because of Open Public Meetings Act violations and conflicts of interest. The ordinances were subsequently re-enacted without the procedural flaws and, in a second suit, were upheld at the trial and Appellate Division level.

Griggstown Neighborhood Association, et al. v. Somerset County (Superior Court of New Jersey, Law Division, Somerset County 1992) – represented citizens group and individuals challenging widening of county road on grounds that it violated State environmental laws, the New Jersey Register of Historic Places Act, and the Municipal Land Use Law. After filing, N.J.D.E.P. ruled that historic review was required, and N.J.D.O.T. ruled that no funds should be disbursed for the project until the issue of whether environmental assessment was necessary was resolved administratively. The case was voluntarily dismissed in light of settlement discussions.

River Road Association/Somerset County (1993) – represented community group in opposition to County road widening and bridge replacement. Its request to have the matter heard by the New Jersey Historic Sites Council was granted on ground that the project would encroach upon a historic district, and an evidentiary hearing before the Council was heard. The Council approved the project with conditions advocated by the group.

Seaside Park Voters and Taxpayers Association, et al. v. Berkeley Township Committee, et al. (Superior Court of New Jersey, Appellate Division 1980) – represented on the appellate level a citizens' group which had prevailed at trial (Mr. Muller's firm handling the trial before he joined it) in a challenge to Berkeley

Township's refusal to consent to the annexation of the South Seaside Park portion of the Township to the Borough of Seaside Park. In an unreported decision, the Appellate Division upheld the trial court order requiring the consent, and a petition for certification to the New Jersey Supreme Court was subsequently denied. A second suit, entitled South Seaside Park Voters and Taxpayers Association v. Mayor and Council of Seaside Park Borough, was filed in 1981 challenging the refusal of the Borough of Seaside Park to accept the annexation. That case was eventually dismissed with prejudice after plaintiffs proposed that it be dismissed without prejudice. The dismissal with prejudice was unsuccessfully appealed to the Appellate Division in 1982.

Civil Rights

Metropolitan Housing Development Corp. v. Village of Arlington Heights, 517 F.2d 409 (7th Cir. 1975) – part of the legal team in unsuccessful trial and lead counsel in successful appeal on behalf of corporate and class action plaintiffs in an exclusionary zoning case challenging the failure to rezone land for an affordable housing project. The decision subsequently was reversed by the U.S. Supreme Court on equal protection grounds, but the Seventh Circuit reinstated the judgment on Title VIII grounds, and the case was then settled. Before the Supreme Court, Mr. Muller participated only in the briefing with respect to the petition for certiorari.

Sisters of Providence of St. Mary of the Woods v. City of Evanston, 335 F.Supp. 396 (N.D. Ill. 1971) – co-counsel representing corporate and class action plaintiffs in successful exclusionary zoning case challenging failure to rezone a site for affordable housing. Defendant's motion to dismiss was denied, and the case then settled.

In the Matter of the Crosstown Expressway (1974) - lead counsel for community organizations and classes of individuals in Federal Highway Administration proceeding in which they opposed construction of the Crosstown Expressway, a project which would have displaced 10,400 residents directly and 8,000 indirectly, 130 industrial plants, and over 1,000 commercial facilities. FHWA rejected the argument that it should not enter into an agreement with the City of Chicago committing the City to pay the local share of the costs of constructing the expressway, but the State of Illinois refused to approve the project, and, as a result, it was defeated.

For Property Owners

Sufalam, Inc., et al. v. Somerville Borough Planning Board, et al. (Superior Court of New Jersey, Law Division, Somerset County 2011-2013) – represent a property owner contesting conditions of the development application approval. The litigation is ongoing.

Pennwell Holdings v. Township of Hopewell (Superior Court of New Jersey, Law Division, Mercer County 2000-2001 and 2001-2005) – represent factory owners whose property was rezoned for residential lots. Plaintiffs prevailed on motions for summary judgment in first case. New six acre residential zoning was adopted, and a new suit was settled.

Specca v. Township of Springfield (Superior Court of New Jersey, Law Division, Burlington County 2006-2007) – represented a property owner whose property was downzoned and subject to a transfer development rights scheme. The plaintiffs in consolidated cases prevailed at the summary judgment stage.

Other

In Re Failure of Council on Affordable Housing to Adopt Trust Fund Commitment Regulations (Appellate Division, 2011-2013) – represent the Affordable Housing Professionals of New Jersey as an *amici* in this challenge to COAH's attempt to take municipal trust fund monies.

Dated: November 18, 2013

RESOLUTION

APPOINTMENT
OF PLANNING
BOARD
ATTORNEY

**RESOLUTION OF
PLANNING BOARD OF PRINCETON
MERCER COUNTY, NEW JERSEY**

WHEREAS, pursuant to the Municipal Land Use Law section 40:55D-24 the Planning Board shall appoint legal counsel, other than the municipal attorney, and;

WHEREAS, the law firm of Miller, Porter, & Muller, PC, by Allen D. Porter, Esq., has been hired to serve as legal counsel to the Planning Board of Princeton, from January 1, 2014 through December 31, 2014, and;

WHEREAS, a professional service agreement for Miller, Porter, & Muller, PC shall be requested from the governing body, and;

NOW THEREFORE BE IT RESOLVED that Miller, Porter, & Muller, PC is hereby appointed as legal counsel to the Planning Board of Princeton and is hereby authorized and directed to perform the functions assigned to said position.

This 16th day of
January, 2014



Ilene Cutroneo, Secretary

RESOLUTION

APPOINTMENT
OF PLANNING
BOARD
ATTORNEY

LAW OFFICES
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William Miller (1913-1977)
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January 9, 2013

Ilene Cutroneo
Princeton Planning Board
400 Witherspoon Street
Princeton, New Jersey 08540

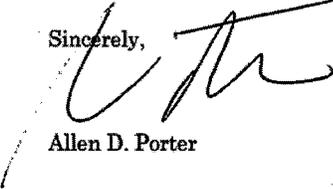
Re: **2013 Planning Board Billing Rates**

Dear Ilene:

You asked me to provide you with our requested billing rates for 2013. Our rates since 2009 have been \$200.00 per hour for retainer and escrow charges and \$205.00 per hour for litigation matters. Our requested 2013 billing rates will continue to be these same rates.

Please contact me should you require any additional information.

Sincerely,



Allen D. Porter

ADP:rw