



---

**RESOLUTION 16-359**

---

**Professional Services Agreement with Jeffrey R. Surenian and Associates, LLC, The Buzak Law Group, LLC and Econsult Solutions, Inc., to Represent the Mercer County Municipal Group in the trial on the Fair Share Methodological Issues**

**PROFESSIONAL SERVICES AGREEMENTS FOR  
AFFORDABLE HOUSING LITIGATION**

WHEREAS, the Municipality of Princeton filed a declaratory judgment action on July 8 2016 captioned *In re Application of Municipality of Princeton, Mercer County*, Docket No. MER-L-1550-15, pursuant to the process set forth in the New Jersey Supreme Court's March 10, 2015 decision in *In re Adoption of N.J.A.C. 5:96 & 5:97 by the New Jersey Council on Affordable Housing*, 221 N.J. 1 (2015); and

WHEREAS, trial is scheduled to begin in January for the methodology that will be used to establish the municipal fair share affordable housing obligations for Princeton and the other municipalities in Mercer County that have pending declaratory judgment actions, including East Windsor Township, Hamilton Township, Hopewell Township, Lawrence Township and West Windsor Township; and

WHEREAS, to facilitate the orderly presentation of the case at trial, the Court has required that the municipalities and the various interested parties / intervenors designate trial counsel for each class of parties within the consolidated methodology portion of the case; and

WHEREAS, as such, there exists a need for both Special Counsel to represent the collective interests of the Mercer County Municipal Group ("MCMG") in the trial on the fair share methodological issues, and professional services to advance the collective interests of the MCMG in the trial on the fair share methodological issues; and

WHEREAS, based upon their extensive and thorough knowledge of the fair share methodological issues, it is in the best interest of Princeton to retain and execute contracts with Jeffrey Surenian and Edward Buzak as Special Counsel, and Econsult Solutions, Inc. as an expert witness, to represent the MCMG in the trial on the fair share methodological issues; and

WHEREAS, each municipality within the MCMG will pay its *pro rata* share of the costs for such services, representing a significant cost savings to each municipality; and

WHEREAS, the estimated cost of the contract is \$25,000.00 for Special Counsel services and \$25,000 for professional services to represent the collective interests of the MCMG in the trial on the fair share methodological issues; and

WHEREAS, the funds are available for this purpose as certified by the local finance officer.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, and State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with:
  - a. Jeffrey R. Surenian and Associates and The Buzak Law Group, LLC, for Special Counsel services to represent the collective interests of the MCMG in the trial on the fair share methodological issues; and
  - b. Econsult Solutions, Inc. for expert services in the representation of the collective interests of the MCMG in the trial on the fair share methodological issues.
2. The contracts are awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a).
3. This Resolution shall take effect immediately.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Simon								
Mr. Liverman								
Mr. Miller								
Mayor Lempert								

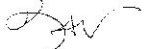
I, Kathleen K. Brzezynski, Deputy Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of Princeton its meeting held December 19, 2016.

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Mayor and Council of the Municipality of Princeton

From: Kevin A. Van Hise 

Date: December 15, 2016

Re: ***In re Application of Municipality of Princeton (Affordable Housing Litigation)***  
**Docket No. MER-L-1550-15**

---

As you are aware from our last update, the consolidated methodology trial for the Mercer municipalities will begin on January 9, 2017. The Court conducted a case management conference on Monday (with a follow-up on Wednesday) to begin to discuss and plan out the mechanics of the proceeding. Substantively, the Court has ruled that the trial (right now) will not include consideration of the 1999-2015 "gap period", unless and until the Supreme Court renders its decision in the pending appeal of Judge Troncone's gap period decision from Ocean County.

In advance of the trial, we need to enter into contracts with Jeffrey Surenian, Esq. and Edward Buzak, Esq., who have been appointed as the designated trial attorneys for the Mercer County Municipal Group ("MCMG"), and Econsult Solutions, Inc. ("ESI") which will be the lead expert on the methodology. Under the contracts, each municipality will pay its pro rata share (1/6) of the costs for each professional. Thus, each bill will be divided equally between Princeton, East Windsor, Hamilton, Hopewell, Lawrence and West Windsor. Ewing Township and Robbinsville Township have recently settled. I continue to work with the Special Master to inquire if she has received a realistic settlement proposal from Fair Share Housing Center, but nothing has been forthcoming to date.

In order to enter into the necessary agreements, it would be greatly appreciated if you would consider and adopt the attached resolution authorizing the contracts for professional services for Mr. Surenian and Mr. Buzak, and ESI.

We will continue to keep you apprised of developments. Should you have any questions or need anything, please let me know.

## CONTRACT FOR PROFESSIONAL SERVICES

---

This Agreement is made this 1st day of November 2016, by and between:

**The following listed individual Mercer County municipalities:**

1. Municipality of Princeton
2. Township of West Windsor
3. Township of Hamilton
4. Township of Hopewell
5. Township of East Windsor
6. Township of Lawrence
7. Township of Robbinsville

Hereinafter collectively referred to as “**MCMG**” and each municipality shall be referred to as “**Member**”

And: **Jeffrey R. Surenian and Associates, LLC**  
707 Union Avenue, Suite 301  
Brielle New Jersey, 08730,

Hereinafter referred to as “**Surenian**”

And: The Buzak Law Group, LLC.  
150 River Road, Suite N-4  
Montville, NJ 07045

Hereinafter referred to as “**Buzak**”

**WHEREAS**, the MCMG consisting of those municipalities within Mercer County that have (a) filed Declaratory Judgment Actions in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”) and (b) that have countersigned this agreement and been directed by order of the Honorable Mary Jacobson, A.J.S.C. dated October 14, 2016 to identify the lead attorneys for the consolidated trial in the abovementioned Declaratory Judgment Actions at the pre-trial conference, who will litigate the appropriate methodology by which their affordable housing obligations will be determined in accordance with Mount Laurel IV, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. and other applicable law and (c) that may, in their

exclusive discretion direct Surenian and Buzak (hereinafter “Special Counsel” or “Co-lead counsel”) to perform such additional services as the MCMG, in its exclusive discretion, may direct; and

**WHEREAS**, Surenian and Buzak are well suited to serve as lead attorneys for the MCMG because they conducted the depositions of the witnesses that will be testifying in the litigation involving various fair share methodological issues, have prepared a trial brief for litigation on these issues and are otherwise familiar with the issues that will be the subject of litigation that Judge Jacobson has scheduled to commence on December 5, 2016; and

**WHEREAS**, the MCMG wish to cooperate collectively regarding the strategy and development of Housing Obligations, discovery, motion, briefs and trial practice that may be used in planning and in litigation involving these fair share methodological issues, thereby saving time and monies for individual municipalities;

**NOW, THEREFORE**, in consideration of the agreements and obligations listed below, the Members of the MCMG hereby agree as follows:

***1. Scope of Services***

a. The MCMG hereby retains Special Counsel to represent the collective interests of the MCMG in the trial on fair share methodological issues and such other issues as may arise in the consolidated trial scheduled to begin on December 5, 2016..

b. Special Counsel shall prepare and file any and all necessary motions and supporting papers, as well as any responsive papers to motions filed by Fair Share Housing Center (“FSHC”), the New Jersey Builder’s Association (“NJBA”) or other “interested parties” in the ongoing litigation for the Mercer County Group Members before Judge Jacobson unless the motion is targeted to an individual municipality in which case Surenian and Buzak shall only participate in the motion to the extent they deem it necessary, in their exclusive discretion, to

protect the interests of the MCMG. Nothing herein shall preclude a Member from filing a brief to address any particular issue. Special Counsel may consult with counsel for an individual Member of the MCMG as needed, and counsel for an individual Member may consult with Special Counsel as necessary.

c. Econsult Services Inc (“Econsult”), Nassau Capital Advisors, LLC (“Nassau”) and any such additional expert as the MCMG may choose to retain shall serve as expert witnesses and shall otherwise assist Surenian and Buzak in the litigation and shall be the subject of a separate agreement(s).

d. If the MCMG wishes Special Counsel to handle additional issues beyond those preparing for and trying this case with respect to fair share methodological issues, the MCMG shall so direct Special Counsel.

e. If Buzak or Surenian is not compensated for their services, Surenian and/or Buzak may notify the MCMG and may thereafter withdraw as counsel to the MCMG on seven calendar days written notice by email to the attorney for each municipality or by hard copy as Special Counsel may choose in their exclusive discretion; and the MCMG shall be responsible for any outstanding billable activity.

## **2. *Compensation***

a. The MCMG shall compensate Surenian and Buzak based upon the rates set forth in Exhibit A attached hereto. Surenian and Buzak shall submit and calculate time expended in increments of 0.25.

b. Special Counsel shall bill the each individual member of the MCMG monthly on a pro rata basis. To illustrate, if there are seven members of the MCMG, Surenian and Buzak shall each bill each member one seventh of each bill for each month.

c. As a prerequisite to payment, Surenian and Buzak shall each submit a bill setting forth the services performed and the date and time expended for said services and shall complete and execute vouchers provided by the Members of the MCMG which Surenian and Buzak shall submit with each bill, so that said bill may be paid upon approval by the governing body.

d. The Members that comprise the MCMG shall be responsible solely for their own bills and shall not be responsible for payment by other Members.

e. Notwithstanding the foregoing, any Member may question any entry on any bill of Surenian or Buzak, in which case Surenian or Buzak, as the case may be, shall attempt to resolve the dispute amicably. If the dispute cannot be resolved amicably, the attorneys for the majority of the members of the MCMG shall make a recommendation binding the entire MCMG as to how the dispute shall be resolved.

f. Notwithstanding the foregoing, any municipality that becomes a Member of the MCMG may notify all existing members and Surenian and Buzak in writing by way of email or by hard copy as the Member may choose in its exclusive discretion that it wishes to withdraw and that municipality may thereafter withdraw from the MCMG by electronic or other written notice. Such notice shall be effective immediately. In such an event, the bill for any month shall be divided accordingly. For example, if Municipality A is one of seven members of the MCMG and withdraws on the 15<sup>th</sup> of the month, the bill for that month shall be divided seven ways up to mid month and six ways for the second half of that month.

**3. *Business Entity Disclosure Certification And Political Contribution Disclosure Statement.***

The Business Entity Disclosure Certification as required pursuant to c. 19 L 2004 and the Political Contribution Disclosure Statement as required pursuant to L. 2005 c 271 have been submitted by Jeffrey R. Surenian, LLC and the Buzak Law Group, LLC.

**4. *Determination Of Value Certification.***

The Determination of Value Certification shall be placed on file with the Municipal Clerk.

**5. *Certification Under C. 19L. 2004.***

This Contract has been awarded to Jeffrey R. Surenian, LLC and the Buzak Law Group, LLC. based upon the merits and ability of Jeffrey R. Surenian, LLC and the Buzak Law Group, LLC. to provide the legal services as described herein. This Contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Jeffrey R. Surenian, LLC and the Buzak Law Group, LLC., its subsidiaries, assigns, or principals controlling in excess of 10% of the company, has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission, pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004 c.19 affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party of every Member of the MCMG if a member of that political party is serving in an elective public office of any Member of the MCMG when the contract is awarded, or to any candidate committee of any person serving in an elective public office of any Member of the MCMG when the contract is awarded.

**6. *Miscellaneous provisions***

Attached hereto and incorporated herein are:

**Exhibit B**

Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27; Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and

Mandatory Equal Employment Opportunity Language N.J.S.A.  
10:5-31 *et seq.* (P.L. 1975, C. 127) N.J.A.C. 17-27;

**Exhibit C**

State of New Jersey Business Registration Certificate; Certificate  
of Employee Information Report; Workers Compensation and  
Employers Liability Policy; and Business Entity Disclosure  
Certification; and

**Exhibit D**

Disclosure of Investment Activities in Iran; Stockholder Disclosure  
Certification; and Township of Hamilton; Affidavit of Compliance  
with Section 4:22.1 *et seq.* of the Township Code.

7. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

8. The terms of this Contract shall be in effect from the dated date hereof irrespective of the date that the individual municipality actually executes this Contract, it being understood that Surenian and Buzak have been informally authorized by individual counsel for the individual Members to prepare to perform their services as Special Counsel under this Contract as of November 4, 2016.

Attest:

**TOWNSHIP/MUNICIPALITY OF PRINCETON**

---

Hon. Liz Lempert, Mayor

Witness:

**JEFFREY R. SURENIAN AND ASSOCIATES, LLC**

\_\_\_\_\_  
By \_\_\_\_\_  
Jeffrey R. Surenian, Managing Member

Witness:

**THE BUZAK LAW GROUP, LLC**

\_\_\_\_\_  
By \_\_\_\_\_  
Edward J. Buzak, Managing Member

## Exhibit A

### JEFFREY R. SURENIAN AND ASSOCIATES, LLC

	Hourly rates
• Jeffrey R. Surenian, Esq.	\$200
• An attorney with at least ten years of experience as an attorney	\$185
• An attorney with at least six years of experience as an attorney	\$175
• An attorney with less than three years of experience as an attorney	\$165
• Paralegal	\$70

### THE BUZAK LAW GROUP, LLC

	Hourly rates
• Edward J. Buzak, Esq.	\$ 200
• An attorney with at least ten years of experience as an attorney	\$185
• An attorney with at least six years of experience as an attorney	\$175
• An attorney with less than three years of experience as an attorney	\$165
• Paralegal	\$70

#### Expenses:

All disbursements incurred by Jeffrey R. Surenian and Associates, LLC and the Buzak Law Group, LLC will be billed at the Group's normal rate, such as, but not limited to, photocopying and printing charges (at \$.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses (at standard IRS rate, plus tolls); scanning charges (at \$.25 per page); messenger fees; filing fees; recording fees, etc.

December 8, 2016

Via electronic transmission

Hon. Liz Lempert, Mayor  
Princeton  
400 Witherspoon Street  
Princeton, NJ 08540

**Re: Mt Laurel IV Services**

Dear Mayor Lempert:

## **INTRODUCTION**

This contract is between Econsult Solutions, Inc. (ESI) and the Municipality of Princeton (the "Municipality").

ESI has prepared a Revised Report entitled "New Jersey Affordable Housing Need and Obligations", dated December 30, 2015 ("Solutions Report"), for a municipal consortium of approximately 282 municipalities, including the Municipality.

This Contract is intended to cover services to be performed by ESI relating to the March 10, 2015 decision of the New Jersey Supreme Court, captioned "In re Adoption of N.J.S.A. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015)" ("Mt. Laurel IV") and to follow the services rendered by ESI for the Municipal Joint Defense Group established under the Municipal Shared Services Defense Agreement, as Amended, ("MSSDA") dated approximately July 1, 2015, as amended and supplemented by Contract with ESI dated October 12, 2015.

## **SCOPE OF SERVICES**

Municipality is a member of the Mercer County Municipal Group (hereinafter collectively referred to as MCMG"). The MCMG hereby retains ESI to represent the collective interests of the MCMG in the trial on fair share methodological issues and such other issues as may arise in the consolidated trial scheduled to begin on January 9, 2017. ESI will assist the MCMG and provide services as directed by the MCMG and



its lead counsel, Jeffrey R. Surenian and Edward J. Buzak, in these proceedings ESI's services will primarily deal with the preparation for testimony and testimony in the consolidated methodology trial and will be principally related to ESI's Revised Report and subsequent reports prepared by ESI. In addition, ESI's services may include, without limitation, conducting research, preparing analysis and reports, attending hearings and meetings, and so forth, all as directed by the MCMG.

## **TERM**

This Agreement will terminate on December 31, 2017 unless otherwise extended by mutual agreement of the parties. Any municipality can terminate this Agreement upon written notice, and such termination shall be effective upon delivery of the notice. EIS may terminate this Agreement upon written notice of 30 days or more. Each Municipality (also referred to as a "member" of the MCMG) shall be responsible to pay for its pro rata share of the services performed by ESI up to the date of notice of such termination, and each Municipality shall be entitled to the work product that has been generated or prepared by ESI for the benefit of the MCMG up to that date.

## **RATES / DIRECT COSTS**

ESI shall bill for services performed under this Agreement at the following rates for calendar year 2017

<b>Personnel</b>	<b>Hourly rates</b>
Dr. Peter Angelides	\$375
Dr. Richard Voith	\$425
Director	\$225-\$265
Associate Director	\$175
Senior Analyst	\$160
Analyst	\$125-\$150
Research Assistants	\$110

## **Expenses:**

In addition to our fee, ESI will charge for customary reimbursable expenses directly attributable to the project such as data purchases, travel, lodging, significant reproduction expenses and other expenditures that are necessary to complete the assignment. ESI does not bill for telephone calls, routine printing or reproduction, or other miscellaneous expenses.



## **MULTIPLE MUNICIPALITIES**

This is a shared services agreement between ESI and members of the MCMG, wherein the members of the MCMG will each pay their pro rata share for the services rendered by ESI. Nothing in this Agreement is intended to prevent or preclude ESI from contracting with other municipalities or groups of municipalities. Notwithstanding the foregoing, in the event that ESI prepares a report or submission that benefits multiple municipalities, ESI will divide the costs amongst the benefitted municipalities.

## **BILLING TERMS**

ESI will submit monthly bills for the Municipality's pro rate share of the MCMG's costs and expenses to Municipality through the Administrator, with copies to Jeffrey Surenian and Edward Buzak, setting forth the identity of the individual providing services, the services performed by date and description for each representative of ESI and the time spent on such task. All billings are payable in full within 60 days of sign off on the bills by Mr. Surenian or Mr. Buzak. If questions arise regarding the hours or reimbursable expenses submitted under any bill, the Municipality shall notify ESI in writing within 10 days of the billing's date of said questions. ESI will acknowledge receipt of such notice within 10 days of receipt and respond to the Municipality within 30 days of the date of the original bill. Any adjustments to the bill will be reflected in the following month's billing as a credit and shall not be deducted from the payment of the bill being questioned. In the event that the response from ESI is unacceptable to the Municipality in whole or in part, the disputed amount may be deducted from the following bill and the parties shall confer and attempt to amicably resolve any outstanding invoices. If the parties are unable to amicably resolve the same, each party is left to their respective remedies under the law. ESI reserves the right to cease work, including testimony, if payment is more than 60 days overdue.

## **CONTACT**

The Municipality will designate a principal point of contact for content and for administration. For ESI, the principal contacts are:

### **Content**

Peter Angelides

Principal

1435 Walnut Street, 4<sup>th</sup> Floor

Philadelphia, PA 19102

215-717-2777 (main), 267-687-0210 (direct)

[angelides@econsultsolutions.com](mailto:angelides@econsultsolutions.com)



**Administration**

Wendy Gabriele  
1435 Walnut Street, 4<sup>th</sup> Floor  
Philadelphia, PA 19102  
215-717-2777  
[gabriele@econsultsolutions.com](mailto:gabriele@econsultsolutions.com)

Contact information for the **Municipality:**

	Content	Administration
Name	Jeffrey R. Surenian, Esq. Jeffrey R. Surenian and Associates, LLC	Marc Dashield, Administrator Princeton
Address	707 Union Avenue, Suite 301 Brielle, NJ 08730	400 Witherspoon Street Princeton, NJ 08540
Telephone	732/612-3100	609/924-5716
Email	<a href="mailto:JRS@Surenian.com">JRS@Surenian.com</a>	<a href="mailto:mdashield@princetonnj.gov">mdashield@princetonnj.gov</a>
Name	Edward J. Buzak, Esq. The Buzak Law Group, LLC	
Address	150 River Road, Suite N-4 Montville, NJ 07045	
Telephone	(973) 335-0600	
Email	<a href="mailto:ejbuzak@buzaklawgroup.com">ejbuzak@buzaklawgroup.com</a>	

If these terms are acceptable to you, please return one copy of this letter with the appropriate signature, and the signed letter will constitute our contract. If you wish to discuss any aspect of this proposed contract, please call me at 267-687-0210 (direct) or 215-717-2777 (main).

Regards,

Peter Angelides PhD, AICP  
Principal



**SIGNATURE PAGE**

**Accepted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Liz Lempert  
Name

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Municipality of Princeton  
Organization

\_\_\_\_\_  
December 19, 2016  
Date

**Accepted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Peter Angelides**  
Name

\_\_\_\_\_  
**Principal**  
Title

\_\_\_\_\_  
**Econsult Solutions, Inc.**  
Organization

\_\_\_\_\_  
Date

**Members of the Mercer County Municipal Group:**

1. Municipality of Princeton
2. Township of West Windsor
3. Township of Hamilton
4. Township of Hopewell
5. Township of East Windsor
6. Township of Lawrence

