

1. Public Meeting Agenda

Documents:

[PM 03.19.26 SPECIAL MEETING \(1\).PDF](#)

2. Resolution(S)

2.I. 100-26

Documents:

[100-26 EXECUTIVE SESSION.PDF](#)

2.II. 101-26

Documents:

[101-26 RESOLUTION APPOINTING HEYER GRUEL AFFORDABLE
HOUSING PLANNER.PDF](#)

[101-26 AGREEMENT WITH HEYER GRUEL \(AFFORDABLE HOUSING\).PDF](#)

2.III. 102-26

Documents:

[102-26 RESOLUTION APPOINTING HEYER GRUEL FOR MUNICIPAL
PLANNING SERVICES.PDF](#)

[102-26 AGREEMENT WITH HEYER GRUEL \(MUNICIPAL PLANNING\).PDF](#)

PUBLIC MEETING AGENDA
Township of West Orange
Council Chambers - 66 Main Street – 4:00 p.m.
Thursday, March 19, 2026-Meeting No. 7

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The notice for this meeting was emailed to the West Orange Chronicle and the Star Ledger on March 13, 2026

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule. (1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Rudin, Councilwoman Williams, Council President Scarpa

Pledge of Allegiance

1. Public Comment

2. *Resolutions

- a. **100-26** Resolution Authorizing an Executive Session for the purpose of discussing matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body; and for the discussion of matters which, by express provision of federal law, state statute, or rule of court, are required to be rendered confidential, specifically including: **Personnel; Contract Negotiations-Affordable Housing Planner; Redevelopment; Attorney/Client Communications-Litigation Update; Attorney/Client Communications-Ethical Duties; Attorney/Client Communications-Separation of Powers** (Semeraro)
- v) **101-26** Resolution Authorizing Execution of a Professional Services Agreement with Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701, for Municipal Affordable Housing Planner; in an Amount NTE \$85,000.00 (Ditinyak)
- v) **102-26** Resolution Authorizing Execution of a Professional Services Agreement with Heyer, Gruel & Associates, 236 Broad Street Red Bank, New Jersey 07701, for Municipal Planning Services at an Amount NTE \$85,000. (Ditinyak)

3. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Please click the link below to join the webinar:

ZOOM LINK:

<https://us02web.zoom.us/j/89329586606?pwd=LaTZPdVyCqitaTsMhTmrF1TgXUoMJm.1>

Webinar ID: 893 2958 6606

Passcode: 721620

Dial in: 646 931 3860

Public Comment – In Person Only

Next Meeting Date(s): Tuesday, March 24, 2026

The agenda is subject to change.

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **March 19, 2026** enter into a closed session to consider the following matter(s).

() 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.

() 2. A collective bargaining agreement or the terms of provisions of same.

() 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.

(X) 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.

(X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.

(X) 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.

(X) 7. Personnel matters.

() 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.

() 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.

() 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

() 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Personnel; Contract Negotiations-Affordable Housing Planner; Redevelopment; Attorney/Client Communications-Litigation Update; Attorney/Client Communications-Ethical Duties; Attorney/Client Communications-Separation of Powers

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **March 19, 2026.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan Scarpa
Council President

Adopted: March 19, 2026

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Affordable Housing Planner; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that ___Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$85,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 19, 2026.

Karen J. Carnevale, R.M.C., Municipal Clerk

Susan Scarpa, Council President

Adopted: March 19, 2026

I certify funds are available from Account No(s): *Acct # 01-2010-00-3002-070
***Amount Not to Exceed - \$85,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this 19th day of March, 2026

BETWEEN: Township of West Orange
66 Main Street
West Orange, NJ 07052

Hereinafter referred to as the "Township"

AND: Heyer, Gruel & Associates
236 Broad Street
Red Bank, NJ 07701

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for the services of a Municipal Affordable Housing Planner; and

WHEREAS, in that connection Heyer, Gruel & Associates is qualified to provide said services; and

WHEREAS, the Township desires to engage Heyer, Gruel & Associates to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The professional shall perform any and all planning services necessary to provide guidance to the Township to assist in the negotiation and/or resolution of builders' remedy lawsuits and challenges to the affordable housing plan. The professional shall draft and facilitate the adoption of the HEFSP and all related policies, programs, resolutions and ordinances related thereto. The professional shall provide any and all related services, including but not limited to,

attending council and/or board meetings, provide expert reports as required, and any and all other tasks as assigned by the Township Attorney.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- Principals: \$190.00/hour
- Principal Planners: \$180.00/hour
- Senior Planners: \$160.00/hour
- Associate Planners: \$140.00/hour

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$85,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of

such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township of West Orange must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in

performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional

error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Mayor

HEYER, GRUEL & ASSOCIATES

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

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 employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al 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, up-grading, 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.

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.

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

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

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.

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, race, 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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange has determined that there exists a need to provide the following professional services for the Township: ___Municipal Planning Services; and

WHEREAS, pursuant to the New Jersey Local Unit “Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq., the Township has sought said qualified professional services through the use of a “fair and open process,” as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, the Professional Services are exempt from the requirements of public bidding pursuant to the Local Public Contracts Law, more specifically, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, as required by this law, the Township provided sufficient notice of its Request for Proposals/Qualifications; publicly solicited RFPs through the utilization of the Township’s official Web site; established an award and disclosure process documented in writing prior to soliciting any RFPQs; publicly opened all proposals; and publicly will award the Contract via this Resolution of the Township Council; and

WHEREAS, the Township has determined that retaining ___Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701 _ will be the most advantageous to the Township, all relevant factors considered; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of West Orange in the County of Essex, State of New Jersey that _ Heyer, Gruel & Associates of 236 Broad Street Red Bank, New Jersey 07701_ be and is hereby approved for this professional service for a term expiring on December 31, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to sign the agreement on behalf of the Township, which shall be available for public inspection in the office of the Township Clerk; and,

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that compensation for services rendered shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-16 and pursuant to a professional service agreement to be entered between the parties; and,

BE IT FURTHER RESOLVED, that the maximum dollar amount of this contract is reasonably estimated to be **\$85,000.00** over the contract term; however, the Township is not obligated to spend this amount and if exceeded, can be funded by additional encumbrances; and,

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of the adoption of this resolution be posted to the Township website at www.westorange.org, “Current Legal Notices”, “Resolution Notices,” within ten (10) days after passage hereof.

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on March 19, 2026.

Karen J. Carnevale, R.M.C., Municipal Clerk

Susan Scarpa, Council President

Adopted: March 19, 2026

I certify funds are available from Account No(s):*

Acct # 01-2010-00-3002-070

***Amount NTE: \$85,000.00**

John C. Ditinyak, Chief Financial Officer

Subject to the approval of the 2026 Budget.

AGREEMENT

THIS AGREEMENT, made this 19th day of March, 2026

BETWEEN: Township of West Orange
66 Main Street
5

Hereinafter referred to as the "Township"

AND: Heyer, Gruel & Associates
236 Broad Street
Red Bank, NJ 07701

Hereinafter referred to as the "Professional".

W I T N E S S E T H:

WHEREAS, the Township recognizes the need for Municipal Planning Services; and

WHEREAS, in that connection Heyer, Gruel & Associates is qualified to provide said services; and

WHEREAS, the Township desires to engage Heyer, Gruel & Associates to serve as an "Independent Contractor" to provide professional services that may be designated by the Township as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED

The professionals will perform all services to ensure the Township maintains compliance with the Municipal Housing Law and perform all services as requested by the Township Administrator. The Professional shall attend meetings as requested, draft zoning ordinances and provide redevelopment planning services along with tasks called for by the MLUL.

(a) The Professional shall perform the services set forth above in addition to those set forth in the Township's Request for Qualifications and in the Professional's submission in response annexed hereto as Exhibit A.

(b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices, and standards within the industry and to the satisfaction of the Township.

2. CONSIDERATION

The Township shall compensate the Professional as follows:

- Principals: \$190.00/hour;
- Principal Planners: \$180.00/hour;
- Senior Planners: \$160.00/hour;
- Associate Planners: \$140.00/hour.

3. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

4. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed \$85,000.00 (the "Not-to-Exceed Amount") without a further written encumbrance and additional authorization by resolution of the Township Council.

5. TERM

The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless earlier terminated in accordance with the provisions set forth in Section 16, below.

6. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

7. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.

8. NO ASSIGNMENT

The Professional shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

9. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

10. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Professional.

11. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

12. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

13. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary to maintain a complete work record. The Professional shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

14. INSURANCE

The Professional performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by the Professional covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00

General Aggregate will be maintained in full force during the life of the contract by the Professional. The policy will include Professional's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.

- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Professional.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by the Professional.

15. INDEMNIFICATION AND HOLD HARMLESS

The Professional performing work agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of the Professional or any person employed by it. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

16. TERMINATION

Either party may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Professional for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

17. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

18. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

19. FAIR AND OPEN

This Agreement has been awarded to the Professional based on the Professional's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

20. PAY TO PLAY REQUIREMENT

The Professional is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Professional received contracts in excess of \$50,000 from public entities in a calendar year. It is the Professional's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Professional certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Professional further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

21. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

22. CONFLICT OF INTEREST

The Professional acknowledges that the nature of the service to be performed requires that the Professional must not have or appear to have a conflict of interest with any potentially adversarial party. The Professional agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Professional shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Professional and the Professional shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

23. INDEPENDENT CONTRACTOR

The Professional shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Professional for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Professional agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY

The Professional acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

25. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

The Professional shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by Professional to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State

Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, this Agreement has been executed on the day first noted above, for the purposes and the terms specified herein.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Mayor

HEYER, GRUEL & ASSOCIATES

Attest/Witness

FIRM REPRESENTATIVE:

EXHIBIT A
QUALIFICATION SUBMISSION

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 2010, C. 127)

N.J.A.C. 17:27

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

Take Notice: During the performance of the contract, the contractor/firm shall comply with the State of New Jersey Mandatory Equal Employment Opportunity P.L. 2010 C.127 (NJAC 17:27) which will be incorporated into all goods, general services or professional services contracts awarded. As such, the contractor shall be agreeing to the following:

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

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 employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al 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, up-grading, 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.

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.

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

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

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.

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, race, 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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval; or Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.