

SUBMISSION LABEL FOR PROPOSAL

**PLEASE UPLOAD THE LABEL BELOW AS PART OF THE FIRST
PAGE OF RFP RESPONSE**

IMPORTANT-SEALED SUBMISSION ENCLOSED

NAME, COMPANY & ADDRESS:

Heyer Gruel & Associates, P.A.

236 Broad Street

Red Bank, NJ 07701

**TO:
TOWNSHIP CLERK
TOWNSHIP OF HOWELL
4567 ROUTE 9 NORTH – 2ND FLOOR
PO BOX 580
HOWELL, NJ 07731**

**2026 - Planning Board Planner
(FILL IN TITLE)**

RECEIPT OF RFQ – THURSDAY, DECEMBER 18, 2025- 9:30 AM

*Request for Proposal
2026-Planning Board Planner*

Township of Howell





December 12, 2025

Diane Festino, Township Clerk
Township of Howell
4567 Route 9 North
2nd Floor
Howell, NJ 07731

RE: Request for Proposal – Planning Board Planner
Township of Howell

Dear Ms. Festino:

We are pleased to submit our qualifications to provide professional planning services to the Township of Howell. Heyer, Gruel & Associates is a community planning consulting firm providing a wide range of planning services to over 40 municipalities throughout the State of New Jersey. We believe our firm is well qualified to provide planning services to the Township.

A summary of our qualifications is provided below:

- Our firm has licensed planners on staff with a diversity of specialties, including Master Plans, ordinances, affordable housing, environmental/open space, design, and redevelopment.
- Our firm has extensive experience in reviewing development applications, advising the Boards including Governing Bodies, Planning Boards and Zoning Boards, attending Board meetings and providing expert testimony as needed.
- The firm has expertise in the preparation of Land Development Ordinances, including comprehensive rewrites of outdated zoning chapters, Form Based codes as well as downtown design standards.
- HGA has prepared Master Plans/Strategic Plans and Reexamination Reports for communities across New Jersey, with several of these plans receiving State or national planning awards. Most recently we prepared the Land Use Element of the Newark Master Plan, which won the National American Planning Association Daniel Burnham Award for Comprehensive Plan.
- The firm has prepared numerous Housing Elements/Fair Share Plans and is currently assisting nearly 30 municipalities in addressing their affordable housing obligations for the Third and Fourth Rounds. We have testified as expert witnesses in affordable housing litigation and have participated in mediation.
- The firm has expertise in the field of redevelopment planning and has prepared hundreds of redevelopment plans and studies. Most recently, the Moorestown Mall Redevelopment Plan won the NJ APA Innovation in Planning Award and the Hoboken Housing Authority Redevelopment Plan won the NJ Future Smart Growth Award.



We have provided additional information regarding our planning experience and the resumes of our planning staff.

Thank you for the opportunity to respond to this RFP. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely yours,

HEYER, GRUEL & ASSOCIATES



Susan S. Gruel, P.P.
Principal



Fred Heyer, P.P., AICP, CUD, LEED-~~AP~~ ND, CNUa
Principal

SCOPE OF SERVICES

Heyer, Gruel and Associates (HGA) is pleased to provide this response to the Request for Proposal(RFP) for the Township of Howell. Heyer, Gruel & Associates (HGA) is a community planning consulting firm providing a wide range of planning services to over 35 municipalities and counties throughout the State of New Jersey. We believe our firm is particularly well qualified to provide redevelopment planning services related to the RFP. Many of our planning documents have received recognition both in the State of New Jersey and nationally. A summary of our qualifications is provided below:

- Our firm currently has six (6) licensed planners on staff with a range of specialties including affordable housing, master plans/ordinances, environmental/open space, design, and redevelopment.
- The firm has particular expertise in the field of redevelopment planning. The firm has prepared a number of redevelopment studies and plans. The Harrison Redevelopment Plan, which the firm prepared, received the NJAPA award for the Best Redevelopment Plan and a NJ Future Award. Ms. Gruel and Mr. Heyer have served as instructors for the New Jersey Redevelopment Authority Redevelopment Training Institute.
- Our firm has served as Municipal Planner for various communities and is familiar with the Municipal Land Use Law in the State of New Jersey. Our Staff has served as Board Planner for various Planning Boards and Zoning Boards and provided professional planning advise on the subject matters.
- HGA has prepared a number of Master Plans/Strategic Plans and Reexamination Reports. A number of these plans have received planning awards.
- HGA has prepared number of Housing Elements and Fair Share Plans for various municipalities within the State during the prior rounds as well as the recent Fourth Round. HGA has assisted municipalities navigate through the ever-evolving rules and regulations and meet their constitutional obligation. We have testified as expert witnesses in affordable housing litigation and have participated in settlement mediations.
- The firm utilizes the most up to date hardware and a variety of software packages such as Adobe InDesign, Photoshop, & Illustrator, AutoCAD, and Sketchup. For mapping we utilize the current versions of Esri ArcGIS. Our Staff is well versed with these designing tools.
- The firm has been in business under its present name and management for over 20 years. The firm was founded in 1978 under the firm's retired partner's name, Harvey S. Moskowitz. Heyer, Gruel, and Associates is in compliance with all applicable affirmative action requirements. HGA has the appropriate licenses to perform activities and is a registered business. The firm has not been involved in any bankruptcy or reorganization proceedings, nor has it been liable for any professional malpractice.

The two Principals, Susan S. Gruel, P.P. and Fred Heyer, P.P., AICP, CUD, LEED- AP ND, CNUa have over 62 years of experience combined in the planning profession. Mr. Heyer, P.P., A.I.C.P., CUD, LEED- AP ND, CNUa and Ms. Gruel, P.P., taught the comprehensive planning class at the Graduate Department of the Bloustein School of Policy and Planning at Rutgers University and have served as instructors for the New Jersey Redevelopment Authority Redevelopment Training Institute.



HGA is a dynamic, reputable, and experienced Planning firm that has served more than 35 municipalities and counties throughout the State for over 35 years. HGA brings with them years of experience in planning matters to assist the communities it serves in understanding the land use principles to prepare for growth and advancement of the community. Over the years, HGA has received several awards for its excellence in planning.

Heyer Gruel & Associates hereby certifies that, to the best of its knowledge and belief, no actual, potential, or apparent conflict of interest exists or is planned that relates to the work to be performed under this proposal.





REFERENCES

Township of Bordentown

Administrative Agent, Affordable Housing, Master Plan Reexamination Report, Special Projects Planner, Land Development Ordinance Update, Continuing Services

Michael P. Theokas, Administrator

1 Municipal Drive

Bordentown, NJ 08505

609-298-2800 x 2102

m.theokas@bordentowntwp.org

Client since 2015

Lacey Township

NJ State Plan Endorsement Process, Reexamination Report, ERI

Veronica Laureigh, Administrator

818 Lacey Road

Forked River, NJ 08731

609-693-1100 x 2240

admin@laceytownship.org

Client since 2016

Washington Township

School Impact Assessment, Affordable Housing, Housing Element and Fair Share Plan, Highlands Conformance Ordinance, Update Environmental Resource Inventory, Continuing Services

Eileen Parks, CFO

211 Route 31 North

Washington, NJ 07882

908-689-7912

cfo@washington-twp-warren.org

Client since 2015



**HEYER, GRUEL &
ASSOCIATES**

COMMUNITY PLANNING
CONSULTANTS

H|G|A





The Firm

HGA understands there are no one-size-fits-all answers in planning. We approach each project with the goal of developing a vision and solutions tailored to the needs of our clients and the communities we represent. To be successful, plans need to lead to action. Our focus is always on developing ideas that can be implemented.

Awards from:

- U.S. Conference of Mayors and National Association of Counties
- New Jersey Chapter – American Planning Association
- New Jersey Future
- New Jersey Planning Officials

Heyer, Gruel & Associates was founded in 1970 and has grown into one of New Jersey's premier community planning firms. We are proud to work with public and private clients on a wide variety of projects.

The Firm is engaged in planning work in major urban centers, rural areas, and a wide variety of municipalities in between. Our engagement with communities of all sizes and characteristics, along with multi-jurisdictional planning efforts with County and Regional partners, demonstrates the versatility of the Firm.

In addition to providing award-winning services to our municipal and regional clients, we have also forged successful long-standing partnerships with clients in the private sector. Our relationships with our clients are a testament to the knowledge and hard work that the firm is proud to stand behind.

The practice of planning has evolved since the inception of the Firm, and our expertise has grown with the profession. The Firm takes a proactive approach to planning with a strong concentration on viable implementation strategies.

Land Use and Zoning

HGA works closely with our communities to turn their planning visions into reality. Our creative plans address complex land use issues and guide policy implementation. We work through the implementation process to establish community-specific zoning regulations and design guidelines.

Services:

- Zoning Ordinances and Design Guidelines
- Public Outreach and Engagement
- Fiscal and Demographic Studies
- State Plan Cross Acceptance & Plan Endorsement
- Context Sensitive Zoning

Master Plans and Vision Plans

HGA has extensive experience in the preparation of comprehensive master plans and vision plans. Our work has included neighborhood-based plans, downtown plans, community-wide plans, and multi-jurisdictional/regional plans. Our plans include strategies and roadmaps for successful implementation.

Services:

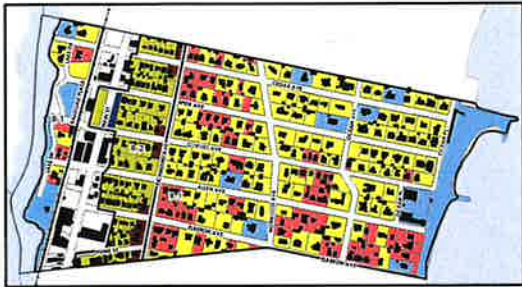
- Comprehensive Master Plans
- Reexamination Reports
- Vision Plans
- Neighborhood Plans
- Main Street and Central Business District Plans
- Visual Impact Studies
- TOD Plans

Open Space & Farmland Preservation Plans

HGA has prepared municipal and county Open Space and Recreation Plans and Farmland Preservation Plans. We are well-versed in the NJDEP Green Acres and SADC requirements. Our firm has also worked with a number of municipalities and counties on Highlands Regional Master Plan Conformance and implementation.

Services:

- Open Space and Recreation Plans
- Environmental Resource Inventories/Natural Resource Inventories
- Farmland Preservation Plans
- Highlands Conformance
- Greenway Planning



Redevelopment

HGA has extensive experience preparing redevelopment strategies, redevelopment studies, and redevelopment plans. The Firm is also involved in Plan implementation, redeveloper selection and redevelopment agreement negotiation. Firm Principals have published articles, conducted training sessions, and appeared on conference panels regarding redevelopment.

Services:

- Redevelopment Studies
- Redevelopment Plans
- Negotiations
- Expert Testimony
- Plan Implementation
- Condemnation Reports

Sustainability and Resiliency

HGA addresses coastal and climate resilience at the municipal and county level. Our plans include mitigation and adaptation strategies for resilience. Sustainability plans focus on strategies for community environmental, economic, and social well-being. The Firm has LEED accredited professionals that stay up-to-date on best practices and trends.

Services:

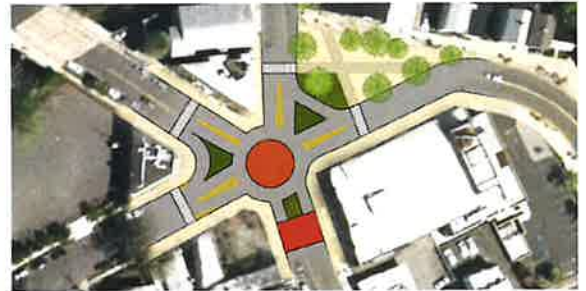
- Sustainability Master Plan Elements
- Green Buildings and Environmental Sustainability Master Plan Elements
- "Green Building" Design Guidelines
- Waterfront Planning

Urban Design

HGA draws from years of experience to develop high quality designs in collaboration with stakeholders and decision makers. The firm's design portfolio includes plans for a range of communities. We routinely prepare design concepts to supplement our plans and evaluate site development potential.

Services:

- Urban Design
- Concepts and Illustrative Plans
- Build-Out Analysis
- Site Analysis
- Design Guidelines and Revitalization Strategies
- Form-Based Codes
- TOD Plans



Affordable Housing

HGA has prepared Housing Elements and Fair Share Plans and been involved in successful affordable housing negotiations and settlements for dozens of municipalities. HGA develops creative affordable housing solutions while addressing the State's and Court's requirements. The Firm also provides Administrative Agent services.

Services:

- Housing Element and Fair Share Plans
- Settlement Negotiations
- Vacant Land Adjustments
- GIS Mapping and Analysis
- Administrative Agent Work
- Implementation
- Expert Testimony

Neighborhoods and Historic Districts

HGA recognizes that communities with historic districts and assets can struggle with the intersection of maintaining their historic identity while encouraging growth in appropriate areas. HGA works with communities and historic preservation commissions to help navigate conflicting interests with an understanding of how to leverage state and federal resources.

Services:

- Historic Preservation Master Plan Elements
- Mapping and Analyses

Strategic Plans

HGA has experience developing strategic plans to guide policies, investment, and response to major events. Strategic plans have included post-Superstorm Sandy recovery and most recently addressing the COVID-19 pandemic. HGA is working on creative solutions that enable municipalities to respond, adapt, and thrive in the face of adversity.

Services:

- Strategic Plans
- Disaster Response and Recovery Plans
- Investment Frameworks
- Implementation Plans

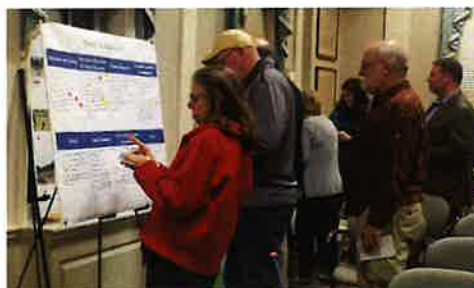


Public Outreach and Engagement

A key component of HGA's philosophy is extensive public outreach. We specialize in tailoring public outreach strategies to each individual project and client. We utilize such techniques as surveys, illustrations, stakeholder facilitation, and visioning workshops to achieve coordinated and integrated solutions rooted in the specific needs of the community.

Services:

- Community/Neighborhood Surveys
- Visioning Workshops with Small and Large Groups
- Stakeholder meetings
- Visual surveys
- GIS Mapping and Analysis

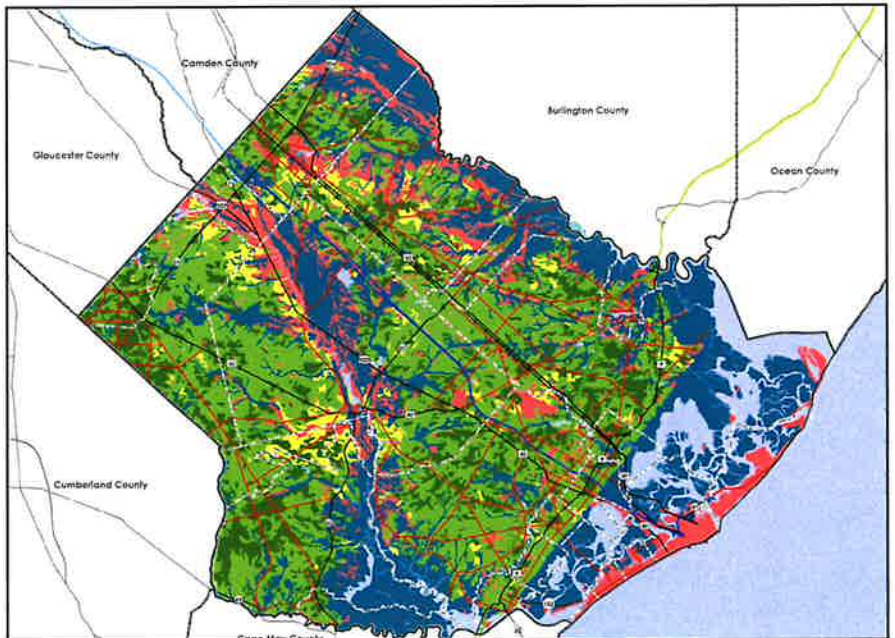


GIS Analysis

HGA's GIS specialists routinely develop environmental resource inventories, vacant land assessments, and other complex data analysis and mapping projects. All of our plan documents are supported by high quality GIS-based mapping developed using the most up-to-date publicly available sources and data.

Services:

- Environmental Analyses
- Density Mapping and Analysis
- Zoning and Land Use Mapping and Analyses
- Vacant Land Adjustments
- Open Space Analyses



Expert Testimony

HGA provides planning services to a select group of private clients. We provide consultation services on plan development and expert testimony before planning and zoning boards. We also have extensive experience preparing reports and providing testimony in land use litigation in State and Federal Courts.

Services:

- Planning Board/Zoning Board Representation
- Variance Testimony
- Consultation on Development Proposals
- Expert Testimony in Court

SUSAN S. GRUEL, P.P.

PRINCIPAL

PUBLICATIONS

- "Redevelopment-An Overview", co-authored with Fred Heyer, NJ Environmental Law Handbook, 2014
- "Redevelopment-An Overview", co-authored with Fred Heyer, NJ Planning Officials, 2013
- "Redevelopment: It's Not Just for Cities", co-authored with Fred Heyer, NJ Planning Officials, 1998

PROFESSIONAL ACTIVITIES/HONORS

- New Jersey Professional Planners License #1955
- Member, American Planning Association
- Member, Bridgewater Township Council
- Chairwoman, Bridgewater Township Redevelopment Agency
- Governor's Conference on Housing and Community Development

TEACHING

- Instructor: Bloustein Graduate School of Planning and Public Policy, Rutgers University
- Career Achievement Award, Bloustein School
- Jerome Rose in Excellence Teaching award
- Instructor: New Jersey Redevelopment Authority, Redevelopment Training Institute
- Instructor: NJPO Training for Planning Board and Zoning Board Members

EDUCATION

- School of Graduate Studies, Finance, Baruch College
- Master of City and Regional Planning, Rutgers University
- Eagleton Fellow, Rutgers University
- Bachelor of Arts, Political Science, Ohio Wesleyan University

Ms. Gruel is a partner in the firm of Heyer, Gruel & Associates and has over 30 years of experience in community planning. Ms. Gruel's planning work has ranged from housing and redevelopment issues to fiscal, community, environmental and visual impact studies. She formerly was on the Township Council of Bridgewater and has wide experience and personal knowledge of the mechanics of local government and consensus building.

She teaches continuing education courses in land use planning to municipal officials throughout the State and is an instructor at the Bloustein Graduate School of Planning and Public Policy of Rutgers University.

REPRESENTATIVE PROJECTS

Master Plans/Strategic Plans/Reexamination Reports: Ms. Gruel has prepared numerous Master Plans and Strategic Plans. The key components of the Plans are the extensive public outreach process and the issues oriented implementation focused approach. The following Plans are representative examples:

- Harrison Master Plan
- Paterson Master Plan
- New Providence Master Plan Reexamination Report

Housing Elements/ Fair Share Plans: Ms. Gruel has a broad range of experience in the field of affordable housing. In addition, she has participated in the COAH mediation process and has served as an expert witness in Mt. Laurel litigation. The following Plans are representative examples:

- Town of Harrison Housing Element/Fair Share Plan
- Rochelle Park Housing Element/Fair Share Plan
- New Providence Housing Element/Fair Share Plan

Redevelopment: Ms. Gruel has significant experience in all aspects of redevelopment planning. She has prepared numerous redevelopment studies and Redevelopment Plans. She has been involved in the implementation process including Request for Proposals (RFP), redeveloper selection and redevelopment agreement negotiations. The following are representative examples:

- Town of Harrison Waterfront Redevelopment Study and Plan
- City of Newark South Bergen Street Study and Plan
- Rochelle Park Lower Rochelle Park Study and Plan

Land Development Ordinances: Ms. Gruel has prepared a number of Land Development Ordinances. These ordinances which include form based codes are user friendly and use graphics to illustrate design concepts. Representative examples include:

- Town of Harrison
- New Providence Downtown Form-Based Code
- Town of Dover Form-Based Code

EXPERT WITNESS TESTIMONY

Ms. Gruel has extensive experience in testifying as an expert witness in front of local land use boards, governing bodies and State agencies. In addition, she has testified on land use and planning matters in Superior Court through the State.

PROFESSIONAL EXPERIENCE

- Principal, Heyer, Gruel & Associates, 1989 – present
- Senior Planner, Harvey S. Moskowitz, P.P., P.A.
- Urban Renewal Field Representative, New York State Division of Housing and Community Renewal
- Project Development Coordinator, New York City Housing and Development Administration

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**State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

SUSAN S. GRUEL
[REDACTED]
OCEAN GROVE NJ 07756

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**

04/08/2024 TO 05/31/2026
VALID

33L100195500
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Professional Planners
HAS LICENSED
SUSAN S. GRUEL
Professional Planner

SIGNATURE
Carli Bain
ACTING DIRECTOR
04/08/2024 TO 05/31/2026
VALID
33L100195500
License/Registration/Certificate #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Professional Planners
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

Original license date: 11/1/1977

FRED HEYER, P.P., AICP, CUD, LEED-AP ND, CNUa

PRINCIPAL

PUBLICATIONS

- "Redevelopment-An Overview", co-authored with Susan Gruel, NJ Environmental Law Handbook, 2014
- "Redevelopment-An Overview", co-authored with Susan Gruel, NJ Planning Officials, 2013
- "Redevelopment: It's Not Just for Cities", co-authored with Susan Gruel, NJ Planning Officials, 1998
- "Preserving Rural Character," Planning Advisory Service Report Number 429, American Planning Association

PROFESSIONAL ACTIVITIES/HONORS

- New Jersey Professional Planners License #3581
- American Institute of Certified Planners
- AICP Certified Urban Designer
- LEED Accredited Professional-Neighborhood Development
- American Planning Association
- Congress for the New Urbanism Accredited
- Achievement in Planning Award, NJ Planning Officials Citation of Merit, NJ Federation of Planning Officials

TEACHING

- Instructor: Bloustein Graduate School of Planning and Public Policy, Rutgers University
- Rose in Excellence Teaching award, 2013
- Required training for Planning Board and Zoning Board Members for NJPO program
- Rutgers – Office of Continuing Professional Education, New Brunswick, Land Planning and Utilization
- Panelist: The Future Role of Counties in Local Land Use Decision Making

EDUCATION

- Master of City and Regional Planning, Rutgers University
- Bachelor of Science, Environmental Science, Stockton University

Mr. Heyer is a partner in the planning firm of Heyer, Gruel & Associates. A licensed professional planner, certified urban designer, and a member of the American Institute of Certified Planners, his focus is on rural and urban municipal Planning. He has authored a report entitled "Preserving Rural Character" which has been published by the New Jersey Federation of Planning Officials and by the American Planning Association.

Mr. Heyer also co-authored a report entitled "Redevelopment, Its Not Just for Cities" in 1998, and the article, "Redevelopment- An Overview", which appeared in the NJPO Master Plan Manual in 2013. Mr. Heyer graduated from Stockton State College with a B.S. in Environmental Science and from Rutgers University with a Masters of City and Regional Planning. He serves as an instructor at the Bloustein Graduate School of Planning and Public Policy at Rutgers University.

REPRESENTATIVE PROJECTS

Master Plans/ Strategic Plans: Mr. Heyer has prepared numerous Master Plans and Strategic Plans. The following Plans are representative examples:

- Hardwick Township Master Plan and Reexamination Reports
- City of Margate Master Plan
- Hudson County Urban Complex Strategic Plan

Housing Elements/ Fair Share Plans: Mr. Heyer has a broad range of experience in the field of affordable housing. He has prepared Housing Elements/Fair Share Plans under both the prior Round and the current regulations. In addition, he has participated in the COAH mediation process and has served as an expert witness in Mt. Laurel litigation. The following Plans are representative examples:

- Millstone Township
- Hazlet Township
- Hampton Township

Redevelopment: Mr. Heyer has significant experience in all aspects of redevelopment planning. He has prepared numerous redevelopment studies and Redevelopment Plans. The following are representative examples:

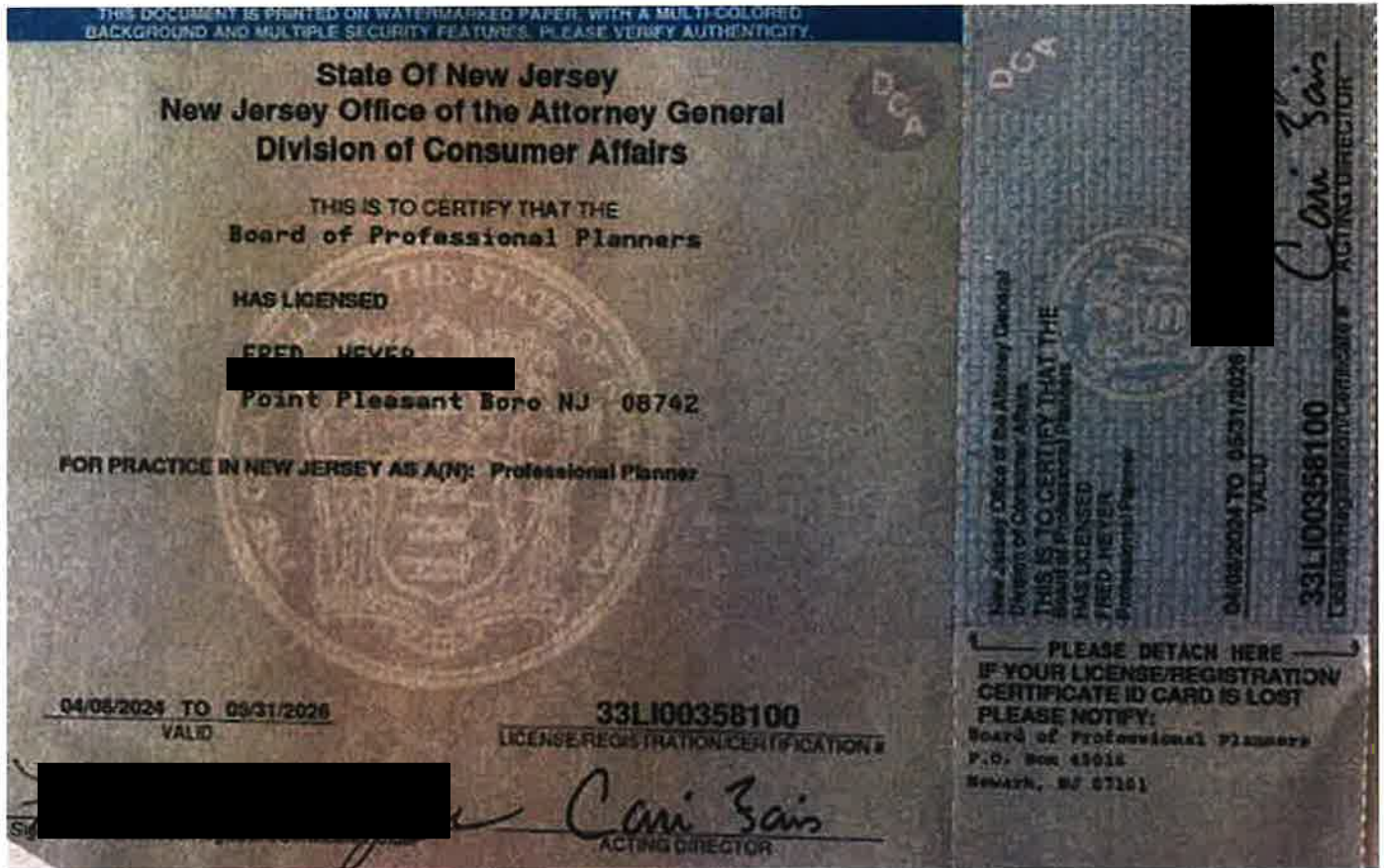
- Asbury Park Central Business District Redevelopment Plan
- North Middletown Redevelopment Plan
- Allenhurst Redevelopment Plan
- Plainfield Muhlenberg Hospital Study and Plan

Land Development Ordinances: Mr. Heyer has prepared a number of Land Development Ordinances. These ordinances which include form based codes are user friendly and use graphics to illustrate design concepts. Representative examples include:

- New Providence Downtown Master Plan
- Ocean City Form Based Code
- Town of Dover Form Based Code

PROFESSIONAL EXPERIENCE

- Principal, Heyer, Gruel & Associates, 1989 – present
- Senior Planner, Harvey S. Moskowitz, P.P., P.A. 1986 – 1989



Original license date: 2/1/1987

AICP Membership Certification Number: 046714

MALVIKA APTE, P.P., AICP
PRINCIPAL PLANNER

PROFESSIONAL EXPERIENCE

- Principal Planner, Heyer, Gruel & Associates, September 2025 - Present
- Director of Planning Department, CME Associates, January 2022 - August 2025
- Project Planner, CME Associates, June 2017 - December 2021
- Senior Planner, J. Caldwell & Associates, LLC, December 2015 - May 2017
- Associate Planner, Burgis Associates, Inc., July 2005 - October 2011

PROFESSIONAL ACTIVITIES

- New Jersey Professional Planner, License #6506
- American Institute of Certified Planners
- Member, American Planning Association NJ Chapter
- New Jersey State Referral Agent, License #1751192

EDUCATION

- Master of Urban Planning, SUNY Buffalo
- Bachelor of Architecture, University of Pune

Ms. Apte has over 17 years of experience in providing professional planning services for various public and private clients in urban, suburban and rural settings. Her public sector experience includes the preparation of various master plans and their many elements—including but not limited to comprehensive Affordable Housing Plans—as well as redevelopment and rehabilitation plans, zoning ordinances and form-based codes, and special area plans such as Main Street Improvement Studies and Central Business District Studies. She is familiar working with a number of New Jersey's regional planning entities, including the Highlands Council and Pinelands Commission, amongst others.

Having served as the Board Planner for various municipalities throughout New Jersey, Ms. Apte additionally has experience in reviewing land development applications, preparing grant funding applications, and assisting in the site design process for various infill and redevelopment projects. Ms. Apte has also been accepted as an expert witness in the private sector, providing testimony in support of variance application and socio-fiscal economic reports as well as providing testimony before the Superior Court of New Jersey (Burlington County and Camden County Law Divisions, respectively). Ms. Apte has a background in Architecture with a specialization in urban design, and she is particularly interested in sustainable and resilient design.

REPRESENTATIVE PROJECTS

Municipal Planning Services

Ms. Apte has served as a consulting Professional Planner, Board Planner, and Affordable Housing Planner for various municipalities throughout the State. In these roles she has: reviewed site plan, subdivision, and variance applications; provided expert testimony at Board meetings; provided assistance in drafting various land use ordinances; provided assistance in interpretation of ordinances; prepared grant application and presentations; assisted in the preparation of housing plans in accordance with the Court approvals. Ms. Apte has served in these capacities for the following municipalities:

Board Planner

- City of Plainfield
- City of Perth Amboy
- Township of Monroe (Middlesex)
- Borough of South Bound Brook
- City of Bayonne
- Township of East Brunswick

Affordable Housing Planner

- Township of Franklin (Somerset)
- Township of Winslow
- Township of Voorhees
- Township of Delran
- Township of Stratford
- Borough of Seaside Heights
- Township of Lacey

Master Planning

Ms. Apte has prepared several master plans and its various elements including land use element, open space and recreation element, historic preservation element and other elements as well as master plan re-examination reports. Representative projects include:

Comprehensive Master Plan

- Township of Jackson

Master Plan Reexamination

- Township of Winslow
- Township of Delran

Open Space Plan

- Township of Marlboro
- Township of Howell

Other Plans

- Cape May County Open Space and Zoo Master Plan

Redevelopment

Ms. Apte has extensive experience in: preparing Area in need of redevelopment and rehabilitation studies; testifying and defending such reports/studies; and preparing redevelopment plans for the designated areas. She has worked with designated redevelopers on behalf of municipalities to execute plans rooted in sound land use planning. Representative projects include: the Bayfront Redevelopment Plan in the City of Bayonne; the Main Street Redevelopment Plan in the Township of Voorhees; the Voorhees Town Center Redevelopment Plan in the Township of Voorhees; and the Randevco Redevelopment Plan in the Township of Winslow, amongst others.

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BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

Malvika Apte

Flemington NJ 08822

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

05/01/2024 TO 05/31/2026

VALID

Signature of Licensee/Registrant/Certificate Holder

33LI00605600

LICENSE/REGISTRATION/CERTIFICATION #

Carri Zaris
ACTING DIRECTOR

MICHAEL DAVIS, P.P., AICP**SENIOR PLANNER****PROFESSIONAL EXPERIENCE**

- Senior Planner, Heyer, Gruel & Associates, April 2024 - Present
- Senior Planner, Remington & Vernick Engineers, January 2023 - April 2024
- Associate Planner, Remington & Vernick Engineers, June 2019 - December 2022

TECHNICAL SKILLS

Microsoft Office Suite, SketchUp, Enscape, ArcGIS, Adobe Photoshop, AutoCAD, Adobe Illustrator, Adobe InDesign

PROFESSIONAL ACTIVITIES

- New Jersey Professional Planner License #6533
- American Institute of Certified Planners #328013
- LEED Green Associate GBCI #11098271
- Member, American Planning Association

EDUCATION

- B.S. in Urban Planning and Design, Edward J. Bloustein School of Planning and Public Policy, Rutgers University

Mr. Davis has experience with clients throughout the State of New Jersey, Pennsylvania, and Delaware, providing comprehensive planning services ranging from land use board representation to complex litigation matters. He is well versed in Redevelopment Planning to incentivize development and provide municipalities with additional alternatives to conventional zoning. He has worked on ordinance revisions involving the elimination of Transfer of Development Rights program and replacing it with alternative clustering standards. Through providing proactive and practical support to municipalities and counties, Mr. Davis strives to achieve the vision of each community based on their individual needs.

REPRESENTATIVE PROJECTS**Zoning and Land Use Ordinance Preparation**

Mr. Davis has worked closely with municipalities to develop and implement zoning ordinance standards which address the changing needs of communities over time. As new uses or technologies are being promoted, the land use and zoning code must be updated to continue to appropriately regulate the way that a community develops. Mr. Davis has worked on ordinance revisions for Berkeley Township, Logan Township, West Deptford Township, Woolwich Township, and the Borough of Collingswood.

Master Plans and Master Plan Reexamination Reports

Mr. Davis has worked on various Comprehensive Master Plans and Re-examination reports for municipalities throughout New Jersey. He has worked on large scale Master Plans for the Township of Logan, and more recently for the Borough of Penns Grove, which included a Climate-Change Hazard Vulnerability Assessment. He has worked on Master Plan Re-examinations for Mount Laurel Township, Woolwich Township, Berkeley Township, the Borough of Helmetta, and Washington Township.

Redevelopment

Mr. Davis has prepared numerous Redevelopment Studies and subsequent Redevelopment Plans in conformance with the Local Redevelopment and Housing Law. The plans include public outreach processes, negotiations with developers, and establishing detailed land use regulations to guide the appropriate redevelopment of properties. Mr. Davis has prepared Redevelopment Studies and Plans for the following communities:

- | | |
|-----------------------------|--------------------------|
| • Borough of Collingswood | • Township of Woolwich |
| • Township of West Deptford | • Township of Logan |
| • Township of Berkeley | • City of Glauster |
| • Borough of Glassboro | • Borough of Penns Grove |

Affordable Housing

In light of the 2015 Supreme Court decision regarding COAH, Mr. Davis has assisted numerous municipalities in evaluating their fair share obligations. He has prepared Housing Element and Fair Share Plans, Spending Plans, Monitoring Reports, affordable housing ordinances, and provided general affordable housing planning assistance to municipalities. Mr. Davis has prepared affordable housing documents for the following municipalities:

- | | |
|-----------------------------|------------------------|
| • Township of West Deptford | • Borough of Carlstadt |
| • Township of Washington | • City of Woodbury |
| • Township of Woolwich | • Township of Logan |

Concept Plans and Urban Design

Mr. Davis has worked with counties and municipalities to develop 3-D conceptual renderings to demonstrate various design options. The scope of Mr. Davis's graphic design-based work includes:

- Kingston and Sandringham Park Design, Cherry Hill Town
- New Brooklyn Park Conceptual Design, Camden County
- Piazza at the Park, Camden County

Site Plan and Design Review

Mr. Davis has represented planning and zoning boards and has experience reviewing complex applications for site plans, subdivisions, use variances, and redevelopment and prepared review memoranda to determine compliance with municipal zoning ordinances and design standards.

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New Jersey Office of the Attorney General
Division of Consumer Affairs

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HAS LICENSED

Michael Davis
[REDACTED]
Philadelphia PA 19123

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

04/02/2024 TO 05/31/2026

Signature of Licensee/Registrant Certificate Holder

33LI00653300
LICENSE/REGISTRATION/CERTIFICATION #

Carri Zais
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Professional Planners
HAS LICENSED
Michael Davis
Professional Planner

04/02/2024 TO 05/31/2026
VALID

33LI00653300
License/Registration Certificate #

SIGNATURE
Carri Zais
ACTING DIRECTOR

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IF YOUR LICENSE/REGISTRATION/
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Board of Professional Planners
P.O. Box 45016
Newark, NJ 07101

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Original license date: 12/24/2023

AICP Membership Certification Number: 328013

LINDSEY SIGMUND MASSIH, P.P., AICP

SENIOR PLANNER

PROFESSIONAL EXPERIENCE

- Senior Planner, Heyer, Gruel & Associates, June 2025 - Present
- Program Manager, New Jersey Future, July 2022 - June 2025
- Senior Planner, City of Jersey City, June 2018 - June 2022
- Assistant Planner, Township of Old Bridge, May 2017 - May 2018
- Public Access Manager, New Jersey Department of Environmental Protection, June 2016 - June 2017

PROFESSIONAL ACTIVITIES

- **New Jersey Professional Planner License #6473**
- American Institute of Certified Planners #32274
- Member, American Planning Association, New Jersey Chapter
- Commissioner, Aberdeen Township Zoning Board of Adjustment

EDUCATION

- Master of City and Regional Planning, Edward J. Bloustein School of Planning and Public Policy, Rutgers University
- Bachelor of Science, Environmental Policy, Rutgers University

Ms. Massih is a Senior Planner at the planning firm Heyer, Gruel & Associates. A licensed professional planner with extensive experience in resiliency planning and policy, she focuses on environmental and land use planning. She has worked in local government as a planner, supporting land use boards through development reviews and professional memos. She spent several years working with a statewide non-profit to build on this work to accelerate state stormwater, transportation, and climate policy. Ms. Massih has prepared plans and resources related to stormwater and climate resilience, and has testified before various state agencies on updates to climate and stormwater policies. Ms. Massih has worked on land development ordinance revisions, master plan elements, redevelopment plans, resources for municipalities and local officials, and has extensive community engagement and public speaking experience.

REPRESENTATIVE PROJECTS

Sustainability and Resilience Planning

Ms. Massih led the Mainstreaming Green Infrastructure initiative at New Jersey Future, a program focused on integrating green stormwater infrastructure practices into common practice. The program created the New Jersey Green Infrastructure Municipal Toolkit to help municipalities access resources for planning, implementing, and maintaining green infrastructure. During her tenure with the City of Jersey City, Ms. Massih took part in the Resilient Northeastern New Jersey (RNEJ) program, a collaborative effort involving municipal, county, and state officials, community organizations, and residents to develop strategies that enhance long-term climate resilience in the region. She served as a liaison between the regional team and Jersey City's Division of City Planning, coordinating with regional partners, NJDEP, and project consultants to reduce community vulnerability to flooding and other hazards while boosting overall quality of life.

Master Plans

In 2020, the City of Jersey City began revising the Land Use and Open Space Elements of its Master Plan. These plan elements were adopted in 2021. Ms. Massih oversaw the rewrite of the City's Open Space and Recreation Element of the Master Plan and made significant contributions to the Land Use Element and the related Climate-Change Hazard Vulnerability Assessment. Before the Master Plan revision, Ms. Massih led the final adoption of the City's Resiliency Master Plan and spearheaded the implementation of many of its recommendations, including establishing a Flood Overlay Zone. She is the project manager for the City of Rahway's Master Plan Reexamination Report and upcoming ordinance revisions.

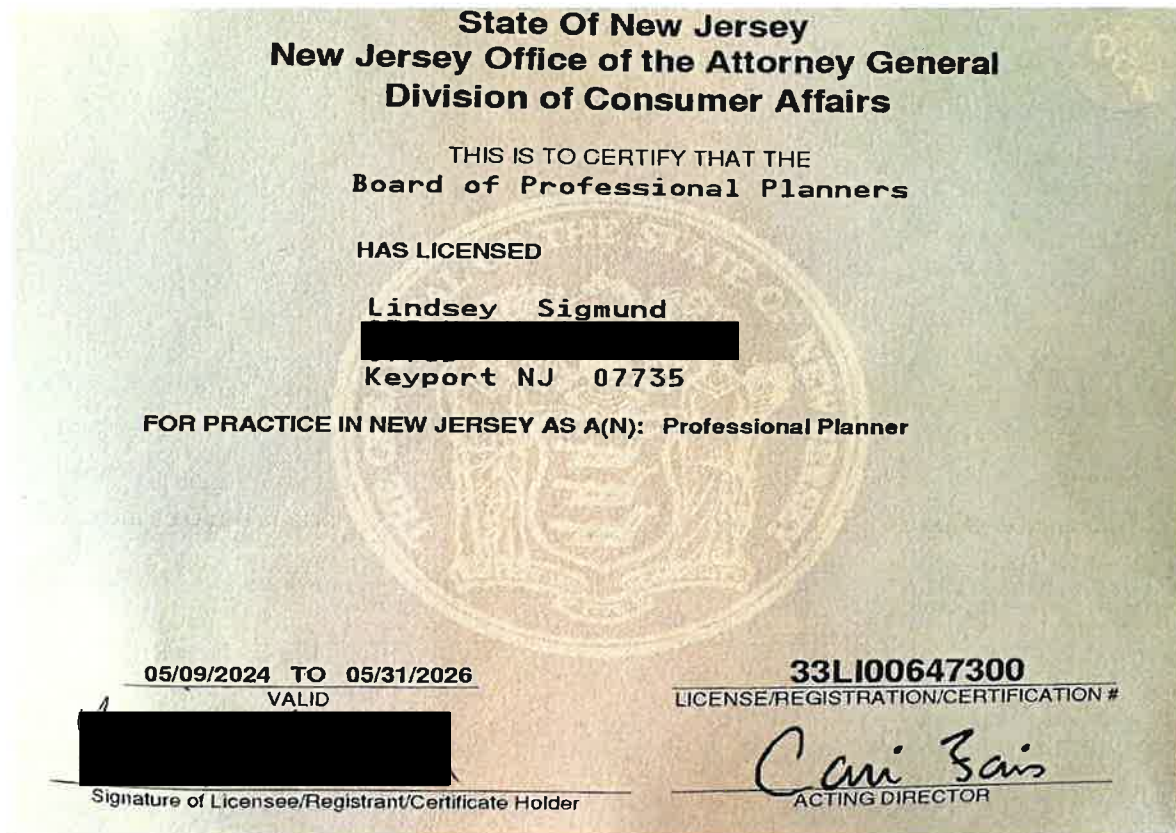
Board Reviews

Ms. Massih reviews applications for site plans, subdivisions, use variances, and redevelopment projects, and prepares memoranda to assess compliance with municipal zoning ordinances, design standards, and redevelopment plans. She previously served as the Zoning Board of Adjustment secretary and conducted development application reviews for the City of Jersey City. Currently, she serves as the Board Planner for the following communities:

- City of Rahway, Planning Board and Redevelopment Agency
- Borough of New Providence, Planning Board and Zoning Board of Adjustment
- Township of Scotch Plains, Zoning Board of Adjustment
- Borough of Eatontown, Zoning Board of Adjustment

Redevelopment

Ms. Massih has prepared Redevelopment Studies and Redevelopment Plans in accordance with the Local Redevelopment and Housing Law.



Original license date: 06/21

AICP Membership Certification Number: 32274

HANAH DAVENPORT, P.P., AICP

SENIOR PLANNER

PROFESSIONAL EXPERIENCE

- Senior Planner, Heyer, Gruel & Associates, May 2023 - Present
- Teacher Assistant (Urban Design), Edward J. Bloustein School of Planning and Public Policy, August 2022 – May 2023
- Director of Programs, Markeim Arts Center, November 2020 – September 2022
- Senior Program Coordinator, Theatre Of Hearts/Youth First, January 2019 – September 2020

TECHNICAL SKILLS

Microsoft Suite, Adobe InDesign, Sketchup, Rhino, V-Ray, AutoCAD, Adobe Photoshop, Canva, Constant Contact, WordPress

PROFESSIONAL ACTIVITIES

- New Jersey Professional Planner License #6561
- American Institute of Certified Planners #393588
- Member, American Planning Association, New Jersey Chapter, Arts and Planning Division

EDUCATION

- Master of City and Regional Planning, Urban Design, Edward J. Bloustein School of Planning and Public Policy, Rutgers University
- Bachelor of Arts, Music Performance, Florida International University

Ms. Davenport is a Senior Planner for Heyer, Gruel & Associates. She holds a Master of City and Regional Planning from the Edward J. Bloustein School with a concentration in Urban Design and a Bachelor of Arts from Florida International University. Prior to obtaining her MCRP, Ms. Davenport gained robust experience conducting outreach, managing arts programming, forging interorganizational partnerships, and coordinating with a diverse field of stakeholders through her work in the arts nonprofit and community arts sectors. She has managed community mural programs for low-income students throughout Los Angeles County, supported a wide array of cultural festivals including the LA Phil 100: Celebrate LA open street event, and served as the Director for the Markeim Arts Center in Haddonfield, NJ. Ms. Davenport brings her passion for community-building to her work as a Planner.

REPRESENTATIVE PROJECTS

Master Planning and Reexamination

Ms. Davenport has been involved in multiple Master Plans and Master Plan Reexamination Reports for municipalities across New Jersey, including the Borough of Sayreville's Land Use Element, Circulation Element, and Community Facilities Element, the Borough of Swedesboro's Master Plan Reexamination Report, and the Borough of Washington's Sustainable Economic Development Plan Element and Land Use Element in alignment with the Borough's goals towards achieving Highlands Council Conformance. Ms. Davenport is currently in the process of preparing a Master Plan Reexamination Report for the Township of Washington (Warren County). Her experience in master planning includes a comprehensive approach to public outreach and input.

Redevelopment

Ms. Davenport has prepared Redevelopment Studies and subsequent Redevelopment Plans in conformance with the Local Redevelopment and Housing Law for municipalities including the Borough of South Plainfield, the Township of Evesham, the City of Newark, the Township of Bordentown, the Borough of East Newark, and the Township of Moorestown.

Sustainable Planning

Ms. Davenport has played a key role in the preparation of various sustainable plans, including the Evesham Community Energy Plan. As a graduate student, she conducted in-depth research for the preparation of a Green Infrastructure Plan for the City of Kearny.

Affordable Housing

Ms. Davenport has been involved in the preparation of various affordable housing related documents, including Annual Monitoring Reports, Spending Plans, and Comprehensive Trust Fund reports. She most recently supported the preparation of a Third Round Housing Element/Fair Share Plan for the Township of Washington, Warren County, as well as Fourth Round Housing Element/Fair Share Plans, Spending Plans, and reporting for a number of municipalities throughout the State.

Highlands Conformance

Ms. Davenport has gained knowledge and experience in the Highlands Council Conformance process, specifically working with the Borough of Washington and Township of Washington in Warren County to evaluate conformance status and prepare necessary plans, studies, and ordinances.

Site Plan, Design, and Consistency Review

Ms. Davenport has reviewed applications for site plans, subdivisions, use variances, and redevelopment and prepared review memoranda to determine compliance with municipal zoning ordinances and design standards. Additionally, she has provided consistency reviews evaluating proposed redevelopment plans and municipal ordinances. She has primarily conducted reviews for projects in the following communities:

- Borough of Washington
- Township of Washington, Warren County
- City of Newark
- Borough of East Newark

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Hannah E. Davenport
[REDACTED]
Red Bank NJ 07701

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

08/13/2025 TO 05/31/2026
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[REDACTED]
Signature of Licensee/Registrant/Certificate Holder

33LI00656100
LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
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Hannah E. Davenport
Professional Planner

08/13/2025 TO 05/31/2026
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MEGAN ADAM, AICP CANDIDATE

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

- Associate Planner, Heyer, Gruel & Associates, June 2023 - Present
- Teacher Assistant (Architectural History and Contemporary Design), Rensselaer Polytechnic Institute School of Architecture, January 2021 – May 2023
- Undergraduate Researcher in Architecture and Allied Arts, Rensselaer Polytechnic Institute, September 2022 - May 2023
- Architectural Intern, Cerminara Architect, September 2021 - December 2021
- Architectural Intern, Dennis Kowal Architects, July 2020 - August 2020

TECHNICAL SKILLS

Rhinoceros 3D, AutoCAD, Adobe Photoshop, Adobe Illustrator, Adobe InDesign, Microsoft Office Suite, Miro

PROFESSIONAL ACTIVITIES

- Member, American Planning Association, New Jersey Chapter

EDUCATION

- Bachelor of Architecture, Rensselaer Polytechnic Institute (Minor in Science, Technology, and Society Studies)
- Non-Matriculated Graduate Studies in Urban Planning at Edward J. Bloustein School of Planning and Public Policy, Rutgers University

Ms. Adam is an Associate Planner with Heyer, Gruel, and Associates. A graduate of Rensselaer Polytechnic Institute's 5-year professional Bachelor of Architecture (B.Arch) program, her background consists primarily of design-based thought with academic applications to single structures, site and neighborhood planning, and adaptive reuse. Embracing a minor in Science, Technology, and Society studies at Rensselaer, Ms. Adam oriented her B.Arch thesis toward a reconceptualization of a historic park in Newark, NJ. She incorporated human history, needs, and interests into the core of her multimedia thesis. Ms. Adam is enthusiastic about the ways in which planning and architecture can become interdependent catalysts for education and effective community growth. Ms. Adam has taken graduate courses at the Rutgers Edward J. Bloustein School, in planning case law and policy, and recently passed the American Institute of Certified Planners (AICP) exam.

REPRESENTATIVE PROJECTS

Planning Documents and Formal Research

Ms. Adam is involved in researching and writing thoughtful content for Master Plans, Master Plan Reexamination Reports, and formal planning studies. She has contributed to the following documents, spanning throughout New Jersey:

- New Jersey Asset Activation Grant Plan for the Borough of Highlands (JT White Clam Depuration Facility)
- Master Plan Reexamination Reports for the Borough of Highlands and Township of Bethlehem
- Master Plan Land Use Element for Bethlehem Township
- Hunterdon County's 2024 Growth Management Plan

Site Plan and Design Review

Ms. Adam has reviewed applications and drawings for site plans, subdivisions, use variances, and redevelopment areas. She has prepared review memoranda to determine compliance with municipal zoning standards, primarily within the following municipalities:

- City of Newark
- Borough of Highlands
- Borough of New Providence

Graphic Design and Visual Studies

Ms. Adam has been responsible for the graphic layout of proposals sent out by HGA and has also created conceptual designs with formal annotations for various municipalities. The scope of Ms. Adam's graphic design-based work includes:

- Zoning and Bulk Massing Studies and Renderings for the City of Asbury Park, City of Hoboken, City of Newark, Borough of Glen Rock, and Township of Harding
- Pocket Park Design and Model Floor Plans for Multifamily Housing in the Town of Harrison
- Multifamily Development Circulation Study in the Borough of Swedesboro
- 2024 Hunterdon County Growth Management Plan

Redevelopment

Ms. Adam has prepared Redevelopment Studies and detailed Redevelopment Plans in conformance with the Local Redevelopment and Housing Law for the City of Newark, City of Hoboken, City of Union City, and Township of North Brunswick.

Affordable Housing

Ms. Adam has been involved in the preparation of affordable housing related documents, including Annual Monitoring Reports, Spending Plans, and Housing Elements and Fair Share Plans (HEFSPs). She recently assisted with preparing Fourth Round HEFSPs and Spending Plans for the following municipalities: Borough of Highlands, Township of Hazlet, Borough of New Providence, Township of Hardwick, Township of Hampton, Township of East Amwell, and Township of West Orange.

Ordinance Writing

Ms. Adam has assisted with preparing ordinances related to building facade standards in the Town of Kearny and Short Term Rentals in the Town of Harrison. Further, she has assisted with preparing zoning ordinances related to affordable housing.

BROOKE SCHWARTZMAN, AICP

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

- Associate Planner, Heyer, Gruel & Associates, May 2024 - Present
- Intern, New Jersey Office of Planning Advocacy (OPA), December 2023 - May 2023
- Flood Buyouts Research Assistance, Edward J. Bloustein School of Planning and Public Policy, Rutgers University June 2023 - September 2023
- Environmental Data Analyst Intern, NYC Mayor's Office of Climate and Environmental Justice, June 2022 - August 2022
- NYC Service VISTA Leader, NYC Service (NYC Mayor's Office), July 2020 - August 2021
- Environmental and Historic Preservation Compliance Review Specialist, FEMA Corps, July 2019 - May 2020

TECHNICAL SKILLS

Microsoft Office, ArcGIS Pro, ArcMap, Adobe InDesign, SketchUp, AutoCAD, Rhino

PROFESSIONAL ACTIVITIES

- American Institute of Certified Planners #421892
- Member, American Planning Association

EDUCATION

- Master of City and Regional Planning, Concentration in Environmental Planning and Urban Design, Edward J. Bloustein School of Planning and Public Policy, Rutgers University
- Master of Public Policy, Edward J. Bloustein School of Planning and Public Policy, Rutgers University
- B.A. in International Studies, Concentration in International Trade and Economics with a Minor in French, The College of New Jersey

Brooke Schwartzman is an Associate Planner at Heyer, Gruel & Associates who brings several years of previous public sector experience to the position. Ms. Schwartzman earned her both her Master of City and Regional Planning degree and Master of Public Policy degree at the Edward J. Bloustein School of Planning and Public Policy. She also adopted concentrations in urban design, environmental planning, and coastal risk & resilience. Prior to joining HGA, Ms. Schwartzman worked on a range of community-facing initiatives, from conducting environmental reviews for public disaster recovery projects, to quantifying the flood risk facing NYC's affordable housing stock, to guiding counties through the early stages of the NJ State Development and Redevelopment Plan process. Her interest in creating sustainable, responsive environments fuels her work at HGA today.

REPRESENTATIVE PROJECTS**City of Newark Consulting Planner**

Ms. Schwartzman manages one of HGA's largest clients, the City of Newark, as the consulting planner to their Central Planning Board. She oversees the hundreds of professional planning contributions HGA submits to Newark every year including completeness memos, board review memos, and resolution compliance memos, and serves as the main point of contact between HGA and the City. She also single-handedly completes certain in-person tasks related to the Planning Board including technical review meetings and site visits. Beyond the needs of the Planning Board, Ms. Schwartzman is involved in all Area in Need of Redevelopment Study and Redevelopment Plan requests made by the City to HGA.

Affordable Housing

In light of the new Fourth Round methodology, Ms. Schwartzman has helped prepared affordable housing related documents to aid communities in meeting the various deadlines associated with the 2024 legislation. These include development fee monitoring and unit monitoring reports. She has additionally prepared Vacant Land Adjustments and done analyses on the status of communities' Third Round compliance.

GIS Analysis

As an Associate Planner for HGA, Ms. Schwartzman has been involved in the preparation of various mapping analyses for multiple projects, including Vacant Land Adjustments associated with affordable housing, environmental analysis, site plan reviews, Area in Need of Redevelopment studies, Urban Enterprise Zone plans, and mapping for master plans.

New Jersey State Plan

Ms. Schwartzman provided critical support to the NJ Office of Planning Advocacy and its preparation of the new State Development and Redevelopment Plan (SDRP) during her time at the Office. Ms. Schwartzman reviewed and edited the SDRP preliminary draft to ensure the material was succinct, easy to follow, and using language that is accessible by the general public. She also documented how and to what extent municipalities' master plans, zoning, redevelopment plans, and related documents align with the goals of the SDRP. Her work with the SDRP continues today as HGA partners with NJOPA to roll out the Plan by the end of 2025.

Environmental Data Analysis

Ms. Schwartzman analyzed pluvial, storm surge, and tidal flood risks facing NYC's affordable housing stock from present to 2100 using ArcGIS Pro. She conducted a literature review as part of the citywide organic waste collection and recycling study.

Environmental and Historic Preservation Compliance

Ms. Schwartzman reviewed 50+ grant applications for compliance with all federal laws and Executive Orders concerning environmental and historic preservation including NEPA, ESA, CWA, and E.O.'s 11990 and 11988. She supplemented grant applications with data collected via online mapping, federal databases, and applicant interviews.

GABRIELLE THURM, AICP**ASSOCIATE PLANNER****PROFESSIONAL EXPERIENCE**

- Associate Planner, Heyer, Gruel & Associates, May 2024 - Present
- Planning Intern, Rutgers University Institutional Planning and Operations, June 2023 - May 2024
- Head Manager, Rutgers Women's Basketball Team, Fall 2022 - May 2024
- Research Intern, Center for Urban Policy Research, Edward J. Bloustein School of Planning and Public Policy, Rutgers University, January 2022 - June 2022
- Assistant, Professor David Listokin, PHD, Edward J. Bloustein School of Planning and Public Policy, Rutgers University January 2021 - May 2024

TECHNICAL SKILLS

Microsoft Office, ArcGIS Pro, ArcMap, Adobe InDesign, SketchUp, AutoCAD, Rhino

PROFESSIONAL ACTIVITIES

- American Institute of Certified Planners #384288
- Member, American Planning Association

EDUCATION

- Master of City and Regional Planning, Concentration in Urban Design, Edward J. Bloustein School of Planning and Public Policy, Rutgers University
- B.S. in Urban Planning and Design, Summa Cum Laude, Edward J. Bloustein School of Planning and Public Policy, Rutgers University
- Certificate in Women's Leadership, Institute for Women's Leadership

Ms. Thurm is an Associate Planner with Heyer, Gruel & Associates. She recently completed her Master of City and Regional Policy (MCRP) with a concentration in Urban Design through the Edward J. Bloustein School's five-year Bachelor of Science/MCRP program. While completing her degree, she gained valuable experience working on historic preservation research, fiscal impact analyses, and campus planning. She is passionate about the intersection of urban design, sustainability, and community well-being.

REPRESENTATIVE PROJECTS**Planning Intern: Planning, Development, and Design**

During her time with the Rutgers University Institutional Planning and Operations, Ms. Thurm supported field work through site analysis and traffic observations, assisted with transportation planning and land use planning by evaluating and recommending enhancements to the University bus system, created presentations and proposals regarding bicycle and pedestrian improvements, assisted in the update, distribution, and analysis of the University's annual bus survey, and collaborate with various University and community stakeholders.

Research Assistant

Ms. Thurm was the research assistant to David Listokin, PhD for over two and a half years. During such time, she assisted in various ongoing research projects, including housing buyouts and fiscal impact analysis. She conducted research in collaboration with the National Park Service Route 66 Corridor Preservation Program and World Monuments Fund, where research was collected and compiled on various historic Route 66 sites in order to revise and update the original study.

Redevelopment

Ms. Thurm has prepared Redevelopment Studies and detailed Redevelopment Plans in conformance with the Local Redevelopment and Housing Law for the Borough of South Plainfield, City of Rahway, and Township of North Brunswick.

Urban Enterprise Zone Plans

Ms. Thurm has played a key role in the preparation of Urban Enterprise Zone Plans for various municipalities including the Cities of Elizabeth, New Brunswick, Elizabeth, and Irvington. The plans include public outreach processes, research into existing conditions, and establishing goals and objectives to guide the municipalities use of future funding.

Graphic Design

Ms. Thurm has been responsible for the graphic layout of plans and documents sent out by HGA to various municipalities. The scope of Ms. Thurm's graphic design-based work includes:

- Urban Enterprise Zone Plans in the Cities of Elizabeth, New Brunswick, Elizabeth, and Irvington.
- New Jersey Asset Activation Plan, Borough of Highlands

Board Reviews

As an Associate Planner at HGA, Ms. Thurm has prepared dozens of board reviews for Planning and Zoning Boards, which include analyses of ordinance compliance for subdivisions, site plans, use variances, design standards, etc. She has prepared memorandum for reviewing Boards in the following municipalities:

- City of Newark
- Township of Millstone
- City of Rahway
- Borough of Eatontown
- Village of Ridgewood
- Township of Scotch Plains

Affordable Housing

Ms. Thurm has prepared various documents in association with the recent amendment to the Fair Housing Act for multiple municipalities. Such documents include required reporting for trust fund data and unit data as well as analyses of Third Round compliance mechanisms and demographics research. She has also been involved in the preparation of Annual Monitoring Reports, Spending Plans, and Housing Elements and Fair Share Plans (HEFSPs).

JULIA DE LORENZO**ASSOCIATE PLANNER & GIS ANALYST****PROFESSIONAL EXPERIENCE**

- Associate Planner & GIS Analyst, Heyer, Gruel & Associates, March 2025 - Present
- GIS / CAD Technician, Remington & Vernick Engineers, June 2023 - February 2025
- Research Assistant, Rowan University Community Planning + Visualization Lab, May 2022 - May 2023
- GIS / Planning Aide, Atlantic County Office of GIS, March 2021 - May 2021

TECHNICAL SKILLS

Microsoft Office, ArcGIS Pro, ArcMap, Python, AutoCAD, Sketchup, Python

EDUCATION

- B.A. in Community and Environmental Planning, Rowan University
- B.A. in Geographic Information Science, Rowan University

Julia De Lorenzo is an Associate Planner with Heyer, Gruel & Associates. She studied at Rowan University and graduated with degrees in GIS and Community & Environmental Planning. Her professional interests include sustainable urban design, combining public participation and GIS, and food systems planning. She has created maps, graphics, and reports for community workshops, environmental justice studies, and redevelopment projects using programs like Microsoft Suite, ArcGIS Pro, ArcGIS Online, and SketchUp. Ms. De Lorenzo is excited to use her expertise in urban development and spatial technology to support communities' equitable and sustainable growth.

REPRESENTATIVE PROJECTS**Affordable Housing**

As an Associate Planner at HGA, Ms. De Lorenzo has assisted with affordable housing efforts by working on demographics and Vacant Land Adjustments, used to complete Housing Element/Fair Share Plans. She is presently involved in preparing a Housing Element/Fair Share Plan for West Cape May Borough, Cape May County.

Rowan University Community Planning + Visualization Lab

Ms. De Lorenzo worked under Mahbubur Meenar, Ph. D., GISP, to assist in the Emotional Mapping of Green Infrastructure (EMoGI) Project. This project investigated the emotional connection that people may have to green infrastructure, with a focus on disadvantaged urban neighborhoods, specifically Camden, NJ. Ms. De Lorenzo contributed to this project by establishing a database for Camden parks, creating maps to be used to collect emotional data in focus groups, and analyzing recorded responses.

Public Participation GIS

As part of a final project, Ms. De Lorenzo studied public participation GIS and how college campuses could utilize these techniques to improve student satisfaction. This project entailed creating surveys through which students could map certain areas across campus, as well as a presentation and report of her findings.

Redevelopment Studies

Ms. De Lorenzo utilized a number of class projects to work on redevelopment studies, including researching future vacant mall utilization, park and recreation redevelopment, and preparing possible site plan designs for vacant land.

JON HANSEL

ASSOCIATE PLANNER & GIS ANALYST

PROFESSIONAL EXPERIENCE

- Associate Planner & GIS Analyst, Heyer, Gruel & Associates, September 2025 - Present
- Team Leader, AmeriCorps NCCC, July 2024 - April 2025
- Graduate Research Assistant, Community Planning + Visualization Lab, June 2022 - May 2024
- Urban Planning Intern, New Jersey Department of Transportation, May 2023 - August 2023
- GIS Intern, NJ MAP, March 2022 - September 2022

TECHNICAL SKILLS

Microsoft Office, ArcGIS Pro, ArcGIS Online, ArcGIS StoryMaps

EDUCATION

- M.S. in Urban and Regional Planning, Rowan University
- B.S. in Community and Environmental Planning, Rowan University

Jon Hansel is an Associate Planner with Heyer, Gruel & Associates. Mr. Hansel studied at Rowan University and graduated with a Bachelor's in Community and Environmental Planning along with minors in GIS and Geography. While working toward his bachelor's degree, Mr. Hansel was an accelerated dual degree student, ultimately receiving a Master's in Urban and Regional Planning along with a Certificate of Graduate Study in Geospatial Science and Methods. After graduating from Rowan, he joined the AmeriCorps NCCC program where he spent nine months volunteering with various nonprofits throughout the Southern US and became his team's Team Leader. He is passionate about municipal planning, public transit access, and meaningful public engagement practices.

REPRESENTATIVE PROJECTS

Rowan University Planning Studio

While at Rowan, Mr. Hansel contributed to two Planning Studio group projects, each winning the "Outstanding Student Project Award" from the APA: NJ Chapter. Mr. Hansel assisted in research, writing, community engagement, and GIS mapping for both the Spring 2023 class's "Restorative City Planning: Parks, People, and the Environment" and the Spring 2024 class's "Community Voices: A New Vision for Rowan University's Master Plan" projects.

Rowan University Community Planning + Visualization Lab

Mr. Hansel worked under Mahbubur Meenar, Ph. D., GISP, on a variety of urban planning projects. Mr. Hansel assisted in the Emotional Mapping of Green Infrastructure (EMoGI) Project. This project investigated the emotional connection that people may have to green infrastructure, with a focus on disadvantaged urban neighborhoods, specifically Camden, NJ. Mr. Hansel contributed to this project by creating an emotional mapping methodology utilizing qualitative survey data to make maps that displayed the feelings Camden residents held about various features of four Camden parks. Additionally, one of his favorite tasks while working with Dr. Meenar was assisting in the creation of course curriculum for Rowan's "Smart Cities and Society" class.

New Jersey Department of Transportation

In the summer of 2023, Mr. Hansel interned with the Division of Local Aid and Economic Development within the NJDOT. During this internship, he gained direct insight into the state transportation planning process, including NJDOT's project delivery methods and various grant programs and initiatives. Mr. Hansel assisted the division by updating its GIS database, developing improvement recommendations for the division's project management systems, conducting research, and more.

NJ MAP

In 2022, Mr. Hansel worked with NJ MAP (run by Rowan University's Geospatial Research Lab), helping to digitize 400+ New Jersey farmlands. The GIS data he created was used by New Jersey's Farmland Preservation Program to assess farmland owners' compliance with state regulations.

2026 - FEE SCHEDULE - MUNICIPAL CLIENTS		
PRINCIPALS:	SUSAN S. GRUEL	\$190 PER HOUR
	FRED HEYER	
PRINCIPAL PLANNERS:		\$180 PER HOUR
SENIOR PLANNERS:		\$160 PER HOUR
ASSOCIATE PLANNERS:		\$140 PER HOUR

Note: Travel time and mileage are not billed.

FORMS

BID DOCUMENT CHECKLIST

(IMPORTANT: THIS SHEET MUST BE SUBMITTED WITH YOUR BID)

Required by Bidder

If Checked:

Read, Signed & Submitted

PLEASE INITIAL ON THE LINES

Documents to be included with the bid

- ☒ Statement of Ownership Disclosure
- ☒ Insurance Requirement Acknowledgement Form
- ☒ Professional Service Entity Information Form
- ☒ Acknowledgement of Receipt of Changes to Bid Documents if any
- ☒ Bid Document Checklist/Submission Form
- ☒ Non-Collusion Affidavit
- ☒ Affirmative Action Regulations Acknowledgement & Required Documentation
- ☒ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- ☒ Disclosure of Investment Activities in Iran
- ☒ Bid Proposal Form with Schedule of Prices
- ☒ Statement of Experience
- ☒ Business Registration Certificate
- ☒ W9

Heyer Gruel & Associates, P.A.

Susan S. Gruel

**Name of Corporation, Partnership Entity or
Individual**

**Print Name and Title of Authorized
Representative of Entity Signing This Document**

Signature of Authorized Representative

Date

December 12, 2025

EXHIBIT A
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 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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, 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.

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;
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](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

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- 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 the contracting public

agency, 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 the contracting public agency, 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 the contracting public agency of any prior violation of this section of the contract.

TOWNSHIP OF HOWELL

AMERICANS WITH DISABILITIES ACT OF 1990 **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the TOWNSHIP OF HOWELL (herein referred to as the Township) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

TOWNSHIP OF HOWELL

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA ***(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)***

The Township of Howell is seeking submissions in response to a Public Notice for the Solicitation of a Professional Service Contract.

The standardized submission requirements shall include:

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details; including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

The Township of Howell objective by soliciting Qualification Statements is to establish a pre-qualified group of professionals that will provide high quality and cost-effective services to the Township. The Township will consider Qualification Statements only firms and individuals, in the Townships judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Township in the manner described in the RFQ. The Township on the basis of the most advantageous will evaluate proposals with the following criteria:

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
2. Experience and references.
3. Availability to accommodate meeting attendance.
4. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
5. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

TOWNSHIP OF HOWELL

NON-COLLUSION AFFIDAVIT

State of New Jersey County of MONMOUTH

I, Susan S. Gruel, of the city of Ocean Grove
in the County of MONMOUTH, and State of New Jersey
full age, being duly sworn according to law on my oath depose and say that:

I am Principal
of the firm of Heyer Gruel & Associates, P.A.

the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Heyer Gruel & Associates, P.A.

(Name of Business Entity)

Subscribed and sworn to before me this day

12th

December, 2025

[Redacted]

Notary public of

NJ

My Commission expires

8/27/30

(Seal)



Signature

[Redacted Signature]

(Type or print name under signature)

Susan S. Gruel

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization: Heyer Gruel & Associates, P.A. _____

Organization

Address: 236 Broad Street, Red Bank, NJ 07701 _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Susan S. Gruel	██████████ Ocean Grove, NJ 07756
Fred Heyer	████████████████████ Point Pleasant, NJ 08742-5143

--	--

Part III Disclosure of 10% or Greater Ownership in the Stockholders, Partners, or LLC Members Listed in Part II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Howell is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Susan S. Gruel	Title:	Principal
Signature:		Date:	December 12, 2025

TOWNSHIP OF HOWELL

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Township's Clerk's Office upon award of contract by the Township Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

The Professional its proposal to the Township of Howell agrees and certifies that they will provide all of the insurance requirements, including endorsements requested, and they will fully adhere to the Indemnity Agreement included in this bid and contract, if awarded, without the addition of any other party except another Township of Howell Agencies which may be a party to this project. No other outside parties will be accepted as additional insured's on the endorsements requested.

1. Subject to Final Approval by the Township of Howell

The Professional, prior to commencing work, shall provide at his own cost and expenses, the following insurance to the Township of Howell, with insurance companies licensed in the State of New Jersey that have ratings of an "A" or better (A.M. Best's). Said insurance shall be evidenced by Certificates and/or Policies as determined by the Township of Howell. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Clerk's Office, Township of Howell, by registered mail, return receipt requested, and for all of the following stated insurance policies. All such notices shall name the Professional and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Clerk's Office, Township of Howell, prior to the commencement of the project. All Certificates of Insurance shall state that the Township of Howell be carried as additional insured for this Contract.

2. Workers Compensation and Employers Liability Insurance

Professional shall provide proof of Workers Compensation insurance and be in compliance with the Compensation Laws of the State of New Jersey. In the event any work is sublet, the Professional shall require the subcontractor to provide Workers Compensation insurance for all of the latter's employees to be engaged in such work. **Employer's Liability - Limit of Liability shall be a minimum of \$500,000.**

3. General Liability

The Professional shall provide comprehensive General Liability Insurance with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 per aggregate for bodily injury and property damage. A claims made policy is not acceptable unless pre-approved by the Township of Howell. This insurance shall indicate on the Certificate of Insurance the following coverages:

- a) Premises
- b) Operations
- c) Use of Independent Professionals and Subcontractors
- d) Products and Completed Operations

The insurance required under this section shall protect the Professional and its Subcontractor(s) respectively, against damage claims which may arise from operations under this contract whether such operations be performed by the Insured or by anyone directly or indirectly employed by the Professional and also against any of the special hazards which may be encountered during the performance of this contract. The Township of Howell shall be named as an "additional insured."

4. Automobile Liability

Automobile liability insurance with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage:

Owned Automobiles
Hired Automobiles
Non-owned Automobiles

5. Professional Liability Insurance:

The Respondent shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Respondent from any liability arising out of professional obligations performed pursuant to this RFP. The insurance shall be in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Additionally, the deductible and/or retention shall be no more than \$50,000.00 and the amount of deductible and/or retention shall be indicated on the Certificate of Insurance. Such policy form shall be approved by the Township.

6. Subcontractors

All Subcontractors must show evidence of insurance as required by this article.

7. Excess Liability

The Professional shall be required to carry an excess liability policy with limits of liability not less than \$5,000,000, with drop-down provision included. This must be excess of required liability policies. When the required underlying limits of excess carrier are less than those required by these specifications, the lower underlying limits will be acceptable. The Township of Howell shall be added as an "additional insured."

8. Additional Insurance Requirements may be required of the Professional depending on the Project.

If any of the above insurance requirements are not complied with at their renewal dates, payments to the Professional will be withheld until those requirements have been met, or at the option of the Township of Howell they may pay the Renewal Premium and withhold such payments from monies due to the Professional.

All policies and certificates of insurance shall be approved by the Township of Howell prior to the inception of any work.

If at any time, the foregoing policies shall be or become unsatisfactory to the Township of Howell as to the form and substance, or if a company issuing any such policy shall be or become unsatisfactory to the Township of Howell, the Professional shall upon notice to that effect from the Township of Howell, promptly obtain a new policy, submit same to the Township of Howell, for approval, and submit a Certificate of Insurance thereof as herein above provided. Upon failure of the Professional to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Township of Howell, may be forthwith declared suspended, discontinued or terminated. Failure of the Professional to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Professional from any liability under the contract nor shall the requirements be construed to conflict with or otherwise limit the obligations of the Professional concerning indemnification.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount in excess of such claims, or any portion thereof, may be withheld from payment due or to the Professional until such time as the Professional shall furnish such additional security covering such claims as may be determined by the Township of Howell.

All policies and certificates of insurance presented to the Township of Howell must evidence the following:

- **Waiver of Subrogation** - Insurers shall have no right of recovery or subrogation against the Township of Howell, including its Agents or Agencies.
- **Additional Insured** - All policies must include additional insured status for both on-going and if applicable, completed operations for the Township of Howell. The additional insured endorsements must be on a primary, non-contributory basis. Copies of the additional insured endorsements should be provided with the certificate.
- **Deductibles** - Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Professional.
- **Payment of Premiums** - The insurance companies issuing the policy or policies shall have no recourse against the Township of Howell including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- **Professionals' Property** - The Professional shall assume all responsibility for loss or damage to the Professional's materials, equipment and machinery involved under the Contract. The Professional shall assume all responsibility to keep the Township of Howell harmless from any loss or damage to all materials, equipment and machinery involved under this Contract. The Township of Howell's insurance does not cover any tools owned by mechanics, and tools, equipment, scaffolding, staging, towers and forms owned or rented by the Professional, or any temporary buildings or other structures erected for the use of the Professionals. The Professionals shall be responsible for all loss of materials by theft or vandalism, and malicious mischief.

12. Indemnification

The Professional/Vendor shall hold harmless, indemnify and defend the Township of Howell, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Professional/Vendor's work or the completed operations provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Professional/Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Professional/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the Township of Howell, their Employees, Agents and Servants by any employees of the Professional/Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any by any Professional/Vendor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Acknowledgement of Insurance Requirement:


(Signature)

December 12, 2025

(Date)

Susan S. Gruel, Principal

(Printed Name and Title)

NOTICE TO BIDDERS

Township of Howell – 2026 Professionals



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hilb Group of New Jersey, LLC dba The Hilb Group 101 Eisenhower Parkway Roseland NJ 07068	CONTACT NAME: Chanel Rios PHONE (A/C, No, Ext): (973)403-9500 E-MAIL ADDRESS: crios@hilbgroup.com FAX (A/C, No): (973)403-3362																					
INSURED Heyer, Gruel & Associates, PA 236 Broad Street Red Bank NJ 07701	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER B:</td><td>Hartford Insurance Company of the Midwest</td><td>37478</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Company	19682	INSURER B:	Hartford Insurance Company of the Midwest	37478	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** GL,CA,UM,WC 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y		07/18/2025	07/18/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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AGGREGATE	\$ 2,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N	N/A		02/10/2025	02/10/2026	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

CANCELLATION

Heyer, Gruel & Associates, PA
236 Broad Street

Red Bank

NJ 07701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY The Hilb Group of New Jersey, LLC		NAMED INSURED Heyer, Gruel & Associates, Pa	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

GENERAL LIABILITY (INCLUDING HIRED & NON-OWNED AUTO COVERAGE), PER ATTACHED POLICY FORM SS 00 08 04 05:

Additional Insured status applies to the Certificate Holder and/or any Entity listed below (if applicable) "when you have agreed, in a written contract, written agreement ... that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement...."

Primary and Non-Contributory: "If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance."

Waiver of Subrogation applies in favor of the Certificate Holder and/or any Entity listed below (if applicable) "provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage."

UMBRELLA LIABILITY, PER ATTACHED POLICY FORM SX 80 02 04 05:

Additional Insured status with a Waiver of Subrogation applies to the Certificate Holder and/or any Entity listed below (if applicable), "with whom you agreed, because of a written contract, written agreement ... to provide insurance such as is afforded under this policy, but only with respect to your operations, 'your work'..." and only to the extent but no broader than "the scope of coverage provided by the 'underlying insurance'...."

Please refer to the attached policy language for terms and conditions that may apply.

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

UMBRELLA LIABILITY PROVISIONS

1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period";

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits", are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition

to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.

- C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

SECTION III - WHO IS AN INSURED

- A. If you are doing business as:

1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
3. A limited liability company, you are an "insured". Your members are also "insureds", but with only respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

- B. Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:
 - a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - b. Only if such "volunteer workers" or "employees" are "insureds" in the "underlying insurance" with limits of

UMBRELLA LIABILITY PROVISIONS

liability at least as high as set forth in the Extension Schedule of Underlying Insurance Policies, subject to all the limitations upon coverage and all other policy terms and conditions of such "underlying insurance" and this policy.

2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
This provision does not apply:
 - a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
 - b. Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance".
 - c. Beyond the period of time required by the written contract, written agreement or permit.
 3. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed
 4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C. With respect to any "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
- D. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an "insured" while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an "insured", but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:

1. "Bodily injury" to a co-"employee" of the person driving the equipment; or
2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an "insured" under this provision.

- E. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
 2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- F. Each person or organization, not included as an "insured" in Paragraphs A., B., C., D., or E., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Extension Schedule of Underlying Insurance Policies.

RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

"Bidders are required to comply with the requirements of P.L. 1975, C. 127"

A. ALL CONTRACTORS

1. After notification of award, but prior to the execution of a contract, the contractor should present one of the following to the TOWNSHIP OF HOWELL.
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to contractors by the TOWNSHIP OF HOWELL.

The following questions must be answered by all prospective bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No X
(a) If yes, please submit a photostatic copy of such approval.
2. Do you have a State Certificate of Employee Information Report approval?
Yes X No _____
(a) If yes, please submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the Law.

COMPANY: Heyer Gruel & Associates, P.A.

SIGNATURE: 

TITLE: Principal

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C.127.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor before me is a duly qualified Employee Information Report preparer in M.J.A.C. (177-1.1) of said, and the State Treasurer has approved said report. This approval will remain in effect for the period of _____

VOID



VOID



State Treasurer

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CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2019** to **15-DEC-2026**

HEYER, GRUEL & ASSOCIATES, PA
236 BROAD STREET
RED BANK

NJ 07701



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each

business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

- o <http://www.state.nj.us/treasury/revenue/busregcert.htm>

The Township of Howell strongly suggests that a copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, be provided at the time submissions are received.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRACE NAME	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER	
870-087-382/500	0107350	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE	07/14/04	
TRENTON, NJ 08611		
EFFECTIVE DATE:		
07/01/04		
FORM RC(04-01)		

John S. Tully
Acting Director

This Certificate is not a guarantee of performance. It must be continuously displayed at above address.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823633

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

HEYER, GRUEL & ASSOCIATES, P.A.,

TRADE NAME:

ADDRESS:

236 BROAD ST
RED BANK NJ 07701

SEQUENCE NUMBER:

0068250

EFFECTIVE DATE:

11/21/78

ISSUANCE DATE:

11/20/09

James J. Puscione

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-08), D205848V



NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C.127.

**CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"¹) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Circle the Appropriate Letter and Sign on Next Page)

- A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus
- OR**
- B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
- OR**
- C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Susan S. Gruel

Print Name and Title of Vendor's Authorized Representative

Heyer Gruel & Associates, P.A.

Vendor's Name

236 Broad Street

Vendor's Address (Street Address)

Red Bank, NJ 07701

Vendor's Address (City/State/Zip Code)

December 12, 2025

Date

Vendor's FEIN

732-741-2900

Vendor's Phone Number

732-741-2929

Vendor's Fax Number

mail@hgapa.com

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Disclosure of Investment Activities in Iran

Person or Entity

Heyer Gruel & Associates, P.A.

Part 1: Certification

COMPLETE PART I BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of Howell ("Township") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in of any writing changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Susan S. Gruel	Title	Principal
Signature		Date	December 12, 2025

TOWNSHIP OF HOWELL

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an *INDIVIDUAL*, sign name and give the following information:

Name: _____
Address: _____
Telephone No.: _____ Social Security No.: _____
Fax No.: _____ E-Mail: _____

If individual has a *TRADE NAME*, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a *PARTNERSHIP*, give the following information:

Name of Partners: _____
Firm Name: _____
Address: _____
Telephone No.: _____ Federal I D No.: _____
Fax No.: _____ E-Mail: _____
Social Security Nos: _____
Signature of authorized agent: _____

If the Professional Service Entity is *INCORPORATED*, give the following information:

State under whose laws incorporated: New Jersey
Location of principal office: 236 Broad Street, Red Bank, NJ 07701
Telephone No.: 732-741-2900 Federal I.D. No.: [REDACTED]
Fax No.: 732-741-2929 E-Mail: mail@hgapa.com

Name of agent in charge of said office upon whom notice may be legally served:

Susan S. Gruel

732-741-2900

Corporation: Heyer Gruel & Associates, P.A.

By: Susan S. Gruel

Title: Principal Address: 236 Broad Street, Red Bank, NJ 07701

TOWNSHIP OF HOWELL, NEW JERSEY

Professional Service Contract
Qualification and Costs Submission Form

Note: A separate resume can be attached.

1. Please provide the name and address of Names and roles of the individuals who will perform the services and description of their education, municipal experience and experience with projects similar to the services contained herein including their education, degrees and certifications.

Please see attached resumes

2. References and record of success of same or similar service:

Please see attached references

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

Heyer, Gruel and Associates has excellent knowledge of the Township of Howell's current planning environment. Our experiences staff has clear understanding of the scope of work and can provide services in a timely fashion. HGA is located in Red Bank, New Jersey and we possess decades of experience in municipal planning. The firm utilizes the most up to date hardware and a variety of software packages such as Adobe InDesign, Photoshop & Illustrator, AutoCAD and Sketchup. For mapping we utilize the current version of ESn ArcGIS.

4. Cost details, include the hourly rates of each of the individuals who will perform services and all expenses:

Please see attached Fee Schedule

Firm: Heyer Gruel & Associates, P.A. Date: December 12, 2025

Authorized Representative (Print):

Susan S. Gruel

Signature



Title: Principal

Telephone #: 732-741-2900

Fax #: 732-741-2929

Email: mail@hgapa.com

TOWNSHIP OF HOWELL

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, Susan S. Gruel

of the firm Heyer Gruel & Associates, P.A.

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.


(Signature)

Susan S. Gruel, Principal
(Type or Print name of affiant and Title, under signature)

December 12, 2025
(Date)

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO RFQ DOCUMENTS

Howell Township

CONTRACT NAME: 2025 RFQ Appointed Professionals (Various Titles)

Pursuant to N.J.S.A. 40A:11-23.1, the undersigned respondent hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or RFQ documents. By indicating date of receipt, bidder acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment:

Name of Bidder: Heyer Gruel & Associates, P.A.

By Authorized Representative:

Signature: 

Printed Name and Title: Susan S. Gruel, Principal

Date: December 12, 2025

VENDOR DOCUMENTATION RETENSION
N.J.A.C. 17:44-2.2

THE VENDOR SHALL MAINTAIN ALL DOCUMENTATION RELATED TO PRODUCTS, TRANSACTION 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.

Signature: 

Print Name: Susan S. Gruel

Title: Principal

Date: December 12, 2025

TOWNSHIP OF HOWELL
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Proposer: Heyer Gruel & Associates, P.A.

PART 1: CERTIFICATION (BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX)

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE. Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pd/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Township of Howell finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX:

- ☒ I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below for which I am authorized to submit a bid/proposal.
- ☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Additional pages may be attached.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Proposer Contact Name: _____ Contact Phone Number: _____	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Township of Howell are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State and the Township of Howell to notify the State and the Township of Howell in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the Township of Howell and that the State and the Township of Howell at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Susan S. Gruel

Signature: _____

Company: Heyer Gruel & Associates, P.A.

Title: Principal

Date: December 12, 2025

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Heyer Gruel & Associates, P.A.
	2 Business name/disregarded entity name, if different from above.
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐
	5 Address (number, street, and apt. or suite no.). See instructions. 236 Broad Street
	6 City, state, and ZIP code Red Bank, NJ 07701
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table border="1"><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>				-												
			-														

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Signature of U.S. person 	Date December 12, 2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they