

**Appendix E**

Contract Between Triad and the Borough of Maywood for Administrative  
Services for 2026

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 2, 2026, between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **BOROUGH OF MAYWOOD**, 15 Park Avenue, Maywood, New Jersey 07607 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, for the term January 1, 2026, through December 31, 2026, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.

8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
  - a. Principal's nonpayment of compensation as required by Exhibit B;
  - b. Principal's failure to pay invoices within 45 days of receipt;
  - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.
18. The chief financial officer (or equivalent) of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. A resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.

- 20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
- 21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
- 22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

<b>To the Consultant:</b>	<b>To the Principal(s):</b>
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	BOROUGH OF MAYWOOD 15 Park Avenue Maywood, New Jersey 07607
Attention: Carolyn P. Zumpino President	Attention: Adrian Febre Borough Administrator

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

The Consultant and Principal executed this Agreement as of the date first above written.

Monica Morris  
Witness

**TRIAD ASSOCIATES**  
Carolyn P. Zumpino  
President  
Date: January 2, 2026

\_\_\_\_\_  
Witness

**BOROUGH OF MAYWOOD**  
\_\_\_\_\_  
By:  
\_\_\_\_\_  
Date:

**BILLING CONTACT INFORMATION:**

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

*Please Print*

Name/Title: \_\_\_\_\_  
Billing \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**CERTIFICATION OF FUNDS**

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

## EXHIBIT A

### PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated January 2, 2026, between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF MAYWOOD** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

#### PROJECT DESCRIPTION / SUMMARY OF SERVICES:

- I. Administrative Agent Services: Sale Units
- II. Administrative Agent Services: Rental Units
- III. Compliance – Operating Manuals
- IV. Housing Rehabilitation Services (Owner-Occupied & Rental)
- V. Affordable Housing Trust Fund Reporting
- VI. Technical Assistance on Affordable Housing Requirements
- VII. Municipality's Responsibilities

#### SCOPE OF SERVICES:

##### I. ADMINISTRATIVE AGENT SERVICES: SALE UNITS

The Consultant, upon the request of the Principal and in compliance with the Court Judgment of Repose and Compliance Order or Fourth Round Compliance Certification (if applicable), shall assist the Principal to perform the duties and responsibilities of an administrative agent as are governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act), Section 5:80-26.1 et seq. of the regulations promulgated there under (the Rules) for the administration of units approved through the Fair Share Housing Center Settlement Agreement and the Housing Element and Fair Share Plan, and the Substantive Rules of the New Jersey Council on Affordable Housing (N.J.A.C. 5:99-1.1, et seq.), governing the responsibilities of Administrative Agents, which include:

##### A. Operating Manual

1. Creating, reviewing and/or updating written operating manual, for approval by the Court, setting forth procedures for administering affordability controls;

##### B. Affirmative Marketing

1. Assisting the Municipality with the preparation of an updated Affirmative Marketing Plan consistent with provisions of the applicable law;
2. Conducting an outreach process to ensure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Municipality and the provisions of New Jersey Fair Housing Act;
3. Ensure that new development/waiting lists are posted on the New Jersey Housing Resource Center website ([www.njhrc.gov](http://www.njhrc.gov)) at least 60 days prior to holding a lottery, pursuant to P.L.2020, c.51 (C.52:27D-321.3 et seq.);
4. Market units in accordance with the Fair Chance in Housing Act (enacted 1/1/2022);
5. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as required; and
6. Providing information for counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

**C. General Administrative/Waitlist Management**

1. Maintain an applicant pool and waiting list for sale/resale units;
2. Waiting lists may be closed when there are sufficient number of applicants to fill approximately two years' worth of vacant units. Wait lists will be re-opened when the applicant pool is not sufficient to fill vacant units. Additional marketing may be required;
3. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in the applicable law; and

**D. Household Certification**

1. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low- or moderate-income unit;
2. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
3. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of the ownership certificate set forth in the New Jersey Fair Housing Act regulations.; and
4. Employing a random selection process as provided in the Affirmative Marketing Plan of the Municipality when referring households for certification to affordable units.

**E. Affordability Controls**

1. Furnishing to attorneys or closing agents' forms of deed restrictions, mortgage, mortgage note and Certificate for Applicants Certified to Ownership Unit required for recording at the time of conveyance of title of each restricted unit;
2. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
3. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
4. Communicating with lenders regarding foreclosures; and

**F. Resales**

1. Institute and maintain an effective means of communicating information between owners and the Administrative Agent regarding the resale of restricted units;
2. Institute and maintain an effective means of communicating information to very-low, low- and moderate-income households regarding the availability of restricted units for resale or rental; and
3. Ensuring ongoing compliance with the applicable regulations set forth in the New Jersey Fair Housing Act.

**G. Processing Requests from Unit Owners**

1. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such as authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
3. Notifying the Municipality of an owner's intent to sell a restricted unit; and
4. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.

#### **H. Enforcement**

1. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
  2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
  3. Providing reports to Principal and/or DCA, as requested.
- I. **Public Records:** Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality. The Administrative Agent named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.
- J. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder

#### **II. ADMINISTRATIVE AGENT SERVICES: RENTAL UNITS**

The Consultant, upon the request of the Principal and in compliance with the Court Judgment of Repose and Compliance Order (if applicable), shall assist the Principal to perform the duties and responsibilities of an administrative agent as are set forth, including but not limited to the Municipality's Fair Share Plan, New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) Fair Housing Act rules and regulations, UHAC regulations, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, and the Substantive Rules of the New Jersey Council on Affordable Housing (N.J.A.C. 5:99-1.1, et seq.), governing the responsibilities of Administrative Agents, which includes:

##### **A. Operating Manuals**

1. Creating/reviewing and publishing written operating manual(s), as approved by the Court, setting forth procedures for administering affordability controls;

##### **B. Affirmative Marketing (as needed)**

1. Assisting the Municipality with the preparation of an updated Affirmative Marketing Plan consistent with the provisions of the applicable law;
2. Conducting an outreach process to ensure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Municipality and the provisions of the New Jersey Fair Housing Act;
3. Ensure that new development/waiting lists are posted on the New Jersey Housing Resource Center website ([www.njhrc.gov](http://www.njhrc.gov)) at least 60 days prior to holding a lottery, pursuant to P.L.2020, c.51 (C.52:27D-321.3 et seq.);
4. Market units in accordance with the Fair Chance in Housing Act (enacted 1/1/2022);
5. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as needed; and
6. Providing information for counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

##### **C. General Administrative/Waitlist Management**

1. Maintain an applicant pool and waiting list for rental units with at least two years' worth of applicants for anticipated units available;

2. Sending annual letters to all tenants of affordable dwelling units, providing them with the maximum allowable rents and the contact information for Triad Associates where complaints of excess rents can be reported pursuant to the applicable law; and
3. Notification of annual allowable rent increases sent to landlords upon the release of the annual Affordable Housing Regional Income Limits by Household Size.

**D. Household Certification**

1. Soliciting, scheduling, conducting and following up on interviews with interested households;
2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low- or moderate-income unit;
3. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of the rental certificate set forth in the New Jersey Fair Housing Act regulations;
4. Employing a random selection process as provided in the Affirmative Marketing Plan of the Municipality when referring households for certification to affordable units.
5. Ensuring ongoing compliance with the applicable regulations set forth in the New Jersey Fair Housing Act.

**E. Enforcement:** The posting annually in all rental properties, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

**F. Public Records:** Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality. The Administrative Agent named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

**G.** The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

**III. COMPLIANCE: OPERATING MANUALS**

- A. Creating, reviewing and/or updating written operating manual, for approval by the Court, setting forth procedures for administering affordability controls and adhering to all Affordable Housing regulations;
- B. Operating Manuals can be for the following programs, as needed:
  1. Operating Manual for the Administration of For Sale Programs
  2. Operating Manual for the Administration of For Rent Programs
  3. Accessory Apartment Manual
  4. Affordability Assistance Manual
  5. Housing Rehabilitation for Owner Occupied Units
  6. Housing Rehabilitation for Rental Units

**IV. HOUSING REHABILITATION PROGRAM MANAGEMENT SERVICES: OWNER OCCUPIED AND RENTAL**

**A. Housing Rehabilitation Program General Oversight:** Triad Associates shall represent the Municipality in carrying out all aspects of the proposed Owner Occupied and Rental Housing Rehabilitation Program in accordance with the guidelines and regulations included in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), and the Substantive Rules of the New Jersey Council on Affordable Housing (N.J.A.C. 5:99-1.1, et seq.), governing the responsibilities of Administrative Agents, Services will include the following to complete an authorized number of cases in accordance with the time schedule determined by the Municipality:

1. Market the Housing Rehabilitation Program;
  2. Maintain eligible contractor list including valid licenses and insurance;
  3. Attend meetings as requested/required by the Municipality during the term of this engagement;
  4. Present information to Municipality officials regarding cases processed, waitlists, program marketing, and opportunities to increase the scope of the Housing Rehabilitation Program; and
  5. Prepare Status and Financial Reports, as requested.
- B. Prepare or Update Operating Manual:** Manual will include the following policy/procedures for Housing Rehab:
1. Eligible Participants
  2. Program Funding Terms
  3. Subordination Policy
  4. Property Improvements
  5. Rehabilitation Standards
  6. Administrative Procedures
  7. Contractor Requirements
  8. Maintenance of Records and Client Files
  9. Sample Forms and Agreements
- C. Owner Occupied & Rental Housing Rehabilitation Case Management Services**
1. Coordinate all aspects of the Housing Trust Fund Housing Rehabilitation Program. This includes project file set-up, forms and contract review, application intake and processing procedures, file maintenance, eligibility criteria, etc.;
  2. Initial Application review, client file initiation, preliminary documentation of work-up;
  3. Respond to email and phone requests from applicants during waiting period;
  4. Refresh application information when due for rehab;
  5. Final review of intake process determining eligibility and letter of approval/denial to client;
  6. Create and maintain case management tracking spreadsheet;
  7. Coordinate initial inspection with Third Party Housing Rehabilitation Inspector and client;
  8. Review Work Write-Ups from Third Party Housing Rehabilitation Inspector outlining deficiencies and work necessary to correct serious code violations;
  9. Prepare and submit Section 106 Historic Preservation review documentation (if required);
  10. Prepare Bid Announcement and send to eligible contractors;
  11. Conduct bid opening including tabulate and analyze bids, provide recommendation for selection of contractor, and email bid awards;
  12. If two bids are not obtained, Triad staff will prepare re-bid – This will be billed hourly outside of per case fee;
  13. Prepare construction contracts and loan documents;
  14. Coordinate contract signing and pre-construction conference with homeowner and contractor (if needed);
  15. Coordinate a job-site conference between homeowner, Third Party Housing Rehabilitation Inspector and contractor in conjunction with the Municipality's construction Code Official;
  16. Track progress of project and keep lines of communication open between homeowner, contractor, municipality and inspectors;
  17. Coordinate interim and final inspections with homeowner, contractor and Third Party Housing Rehabilitation Inspector;

18. Obtain signatures from homeowners and contractors (see Forms Section of Housing Rehabilitation Manual);
19. Update project file during the contract period;
20. Triad Rehabilitation Specialist will provide direct assistance in resolving contractor/homeowner disputes that may arise during implementation, prepare Change Orders, attend project construction meetings, etc.;
21. Verify and obtain municipal code official approval of close-out of project, including permitting; and
22. Prepare Mortgage and Cover Sheet for Municipality to file.

**D. Emergency Rehabilitation Case Management Services:**

1. Emergency Rehabilitation Case Management follows the same procedures as non-emergency Housing Rehabilitation with the exception of the bidding process; Triad staff will obtain a minimum of two quotes from qualified contractors. If two quotes are not received, Triad staff will obtain approval from the Municipality to accept the sole quote;
2. Triad Housing Rehabilitation staff may recommend full Housing Rehabilitation for cases where adequate funds have been retained for Emergency Rehabilitation needs but non-emergency code violations have been identified; and
3. Housing Rehabilitation cases in which emergency conditions are identified will be phased to address the emergency first followed by the remainder of the rehabilitation process.

**E. THIRD-PARTY INSPECTION SERVICES (*Principal to contract with and pay inspector directly*)**

Third-Party Property Inspection Services are not part of this contract, but are listed here for informational purposes only.

1. Inspect dwellings being considered for the program funding, take required photographs and prepare a work write-up with an estimate of cost.
2. Conduct lead inspections and risk assessments of participating properties as required.
3. Conduct interim and final inspections of contracted work for release of payments to contractors.

**V. AFFORDABLE HOUSING TRUST FUND REPORTING:**

Upon Principal's request, Triad will provide the following:

- A. The preparation and submission of the Affordable Housing Trust Fund reporting. These services to include:
  - Analyze the data from the date of the adoption of the Municipality's most recent Spending Plan to the date determined by NJDCA.
  - Prepare the reporting form and file the reporting with the NJDCA by the date determined by NJDCA.
- B. Additional Hours may be needed if analysis of data during the time period prior to the adoption of the Municipality's most recent spending plan, any forensic accounting analysis, or other tasks are required to address any discrepancies. This will be performed on an hourly basis after approval from the Principal.

**VI. MUNICIPAL ADMINISTRATIVE AGENT-TECHNICAL ASSISTANCE ON AFFORDABLE HOUSING REQUIREMENTS:**

Upon request, Consultant will provide the following services:

- A. Meet with Municipality's designated staff to establish project implementation goals for contract year;
- B. Meet with Municipality's designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer;

- C. Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan for the For-Sale and Rental Program, as needed;
- D. Preparation of Mid-Point Reviews and Annual Reports as required by the Court Judgment of Repose and Compliance Order;
- E. Complete Annual Monitoring of all affordable units as follows and to obtain needed information:
  - 1. Report any non-compliance identified to Municipality's Solicitor and ensure all follow-up notices and actions are taken;
  - 2. Contact all Administrative Agents to obtain updated information on waiting lists, affirmative marketing efforts and lists of units sold or rented to date and current allowable rents from landlords; and
  - 3. Contact all Group Home managers to obtain documentation on continued use and current licenses;
- F. Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed.

**VII. MUNICIPALITY'S RESPONSIBILITIES:** The Municipality shall:

- 1. Provide to the name, title and telephone number and email address of the municipal official designated as the Municipal Housing Liaison and primary contact person for all matters related to this Scope of Work to the Administrative Agent;
- 2. Review applicable local ordinances to ensure they are not in conflict with, and will enable efficient implementation of, the Scope of Work;
- 3. Monitor the status of all restricted units in the Municipality's Fair Share Plan based on the information supplied and reports submitted by the Administrative Agent;
- 4. Review and verify monthly/annual reports, manuals, Affirmative Marketing Plans and other documents supplied by the Administrative Agent, and submit, if required, to the Court or FSHC;
- 5. Attend meetings with affordable housing providers as arranged by the Administrative Agents, as applicable;
- 6. Monitor that all restricted affordable units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA) database. The Municipality and MUA shall promptly notify the Administrative Agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units;
- 7. Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce provisions of the Municipality Fair Share Plan, the Fair Housing Act Rules and regulations, as amended, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under this Scope of Work and subsequent Agreements.

**AGENCY ENFORCEMENT AND DELEGATION.** Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.

**ASSIGNMENT OF AFFORDABLE HOUSING UNITS.** This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the municipality that fall under the jurisdiction of the Act: Units to be specified upon receipt of Substantive Certification for the municipality's Third Round Plan.

**INFORMATION TO BE FURNISHED TO CONSULTANT:** The Principal shall provide the Consultant information and documentation, which the Consultant may require to properly render the services provided for in this Agreement.

## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 2, 2026, between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF MAYWOOD** ("Principal").

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** The Principal shall provide compensation for all Affordable Housing Administrative Agent services provided in accordance with Exhibit A as follows:

### I. ADMINISTRATIVE AGENT SERVICES: SALE UNITS

Service	Fee	Paid by
<u>Operating Manual:</u> Prepare/Update Operating Manual and/or Affirmative Marketing Plan, as needed	\$165.00 per hour not to exceed \$2,000.00 for each manual/plan as needed	Principal
<u>Affirmative Marketing:</u> For NEW DEVELOPMENTS only, Consultant will be paid for Affirmative Marketing to Homebuyers, completion of randomization process (lottery) and the establishment of an applicant pool.  <u>Post Lottery:</u> Wait list management fee will be charged.	\$3,500.00 Lump sum fee plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage. <i>Direct costs not to exceed \$750.00</i> Additional direct costs will be billed after prior approval from Principal	Principal or Developer if authorized by Ordinance
Additional Outreach needed once wait list becomes exhausted will be performed on an hourly basis after approval from the Principal or Developer.	\$165.00 per hour plus direct costs for ads, marketing etc., after prior approval from Principal or Developer.	Principal or Developer if authorized by Ordinance
<u>General Administration/Wait list Management</u> <ul style="list-style-type: none"> <li>Maintain Waiting List/Applicant pool and complete annual mailing to ensure owner compliance with UHAC guidelines.</li> </ul>	\$200.00 per month plus direct costs for postage.	Principal or Developer under separate contract
<u>Household Certifications - Sales:</u> <ul style="list-style-type: none"> <li>Certify applicants for eligibility (Per case fee)</li> <li>Certification fee may be charged if income qualification is required for Affordability Assistance Program</li> </ul>	\$1,200.00 for the completion of each Eligibility Certification or Denial	Principal or Developer under separate contract
<u>Affordability Controls</u> <ul style="list-style-type: none"> <li>Prepare closing documents to include deed restriction, mortgage, mortgage note and Certificate for Applicants Certified to Ownership Unit</li> <li>Removal of Deed Restrictions and cancellation of mortgage note upon expiration of controls</li> </ul>	\$650.00 for each certified applicant that proceeds to closing  \$275.00 for each mortgage discharge or subordination as needed.	Principal
<u>For Re-Sales only</u> <ul style="list-style-type: none"> <li>Issue Notice of Intent to Re-Sell</li> <li>Consultant will be paid three percent (3%) of sales price upon closing.</li> </ul>	3% of the Sales Price (Fee Payable by Seller at Closing) Minimum fee - \$1,500.00	Property Owner
<u>Refinancing &amp; Home Equity Transactions – Owner Occupied Units only</u>	Lump Sum Fee of \$375.00 per case to be paid at closing	Property Owner

Service	Fee	Paid by
<u>Enforcement</u> <ul style="list-style-type: none"> <li>Notifying absentee owners of compliance issues</li> <li>Providing project status reports, as requested</li> </ul>	\$165.00 per hour	Principal

**II. ADMINISTRATIVE AGENT SERVICES: RENTAL UNITS**

Service	Fee	Paid by
<u>Operating Manual:</u> Prepare/Update Operating Manual and/or Affirmative Marketing Plan, as needed	\$165.00 per hour not to exceed \$2,000.00 for each manual or Plan as needed	Principal
<u>Affirmative Marketing:</u> For NEW DEVELOPMENTS only, Consultant will be paid for Affirmative Marketing to Affordable Households, completion of randomization process (lottery) and the establishment of an applicant pool. <u>Post Lottery:</u> Wait list management fee will be charged.	\$3,500.00 Lump sum fee plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage. <i>Direct costs not to exceed \$750.00</i> Additional direct costs will be billed after prior approval from Principal	Principal or Developer if authorized by Ordinance
Additional Outreach needed once wait list becomes exhausted will be performed on an hourly basis after approval from the Principal or Developer.	\$165.00 per hour plus direct costs for ads, marketing etc., after prior approval from Principal or Developer.	Principal or Developer if authorized by Ordinance
<u>General Administration/Wait list Management</u> <ul style="list-style-type: none"> <li>Maintain Waiting List/Applicant pool</li> <li>Annual Letters to Tenants</li> <li>Annual Rental Increase Allowances to Landlords</li> </ul>	\$200.00 per month plus direct costs for postage.	Principal or Developer under separate contract
<u>Household Certifications – Rentals/Re-rentals:</u> <ul style="list-style-type: none"> <li>Certify applicants for eligibility (Per case fee)</li> <li>Certification fee may be charged if income qualification is required for Affordability Assistance Program</li> </ul>	\$950.00 for the completion of each Eligibility Certification or Denial	Principal or Developer under separate contract
<u>Enforcement</u> <ul style="list-style-type: none"> <li>Notifying absentee owners of compliance issues</li> <li>Providing project status reports, as requested</li> </ul>	\$165.00 per hour as needed	Principal

**III. COMPLIANCE – OPERATING MANUALS**

Service	Fee	Paid by
<p><b>Operating Manuals:</b> Fee for Preparation/Review of Policy &amp; Procedure Operating Manual to include affordability controls for Court compliance and adhering to all Affordable Housing regulations; Operating Manuals can be for the following programs, as needed:</p> <ul style="list-style-type: none"> <li>• Operating Manual for the Administration of For Sale Programs</li> <li>• Operating Manual for the Administration of For Rent Programs</li> <li>• Affordability Assistance Manual</li> <li>• Accessory Apartment Manual</li> <li>• Housing Rehabilitation for Owner Occupied Units</li> <li>• Housing Rehabilitation for Rental Units</li> </ul>	<p>\$165.00 per hour not to exceed \$2,000.00 per manual as needed</p>	Principal

**IV. HOUSING REHABILITATION PROGRAM (Owner Occupied and Rental)**

Service	Fee	Paid by
<p><b>Operating Manual:</b> Fee for Preparation of Policy &amp; Procedure Manual to include affordability controls for COAH credit for compliance with court judgement and local rental and homeowner assistance</p>	<p>\$165.00 per hour not to exceed \$2,000.00 per manual as needed</p>	Principal
<ul style="list-style-type: none"> <li>• Market and outreach for Homeowner /Rental Rehab Program</li> <li>• Maintain Wait List (Annual Fee)</li> <li>• Qualify and maintain eligible contractor list</li> </ul>	<p>\$165.00 per hour as needed, plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage.</p>	Principal
<p>Case Management Services (per case fee) as described in the Scope of Services</p> <p><b>Case Management Fee does not include third party inspection fees.</b></p>	<p>Case Management Services shall be \$4,800.00 per case. In those instances where a property owner opts not to continue the project <u>after</u> entering into the Rehabilitation Program Agreement, but has not proceeded through the construction phase, compensation shall be prorated based on the amount of time and expense required up to time of withdrawal.</p>	Principal

**V. AFFORDABLE HOUSING TRUST FUND REPORTING**

Service	Fee	Paid by
<p>Prepare and submit the Affordable Housing Trust Fund Reporting documentation on or before the date determined by NJDCA</p>	<p>We anticipate 12 hours billed hourly at \$185.00 per hour or \$1,800.00</p>	Principal
<p>Additional Hours may be needed if analysis of data during the time period prior to the adoption of the Municipality's most recent spending plan, any forensic accounting analysis, or other tasks are required to address any discrepancies. This will be performed on an hourly basis after approval from the Principal.</p>	<p>\$185.00 per hour</p>	

**VI. TECHNICAL ASSISTANCE SERVICES**

Service	Fee	Paid by
<p>Program Consultant will be paid a fee for the provision of the following services:</p> <ul style="list-style-type: none"> <li>• Meet with Municipality designated staff to establish project implementation goals for contract year;</li> <li>• Meet with Municipality designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer;</li> <li>• Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan, as needed;</li> <li>• Preparation of Mid-Point Reviews and Annual Reports as required by the NJ Department of Community Affairs</li> <li>• Complete Annual Monitoring of all affordable units as follows and to obtain needed information:               <ul style="list-style-type: none"> <li>○ Report any non-compliance identified to Municipality Solicitor and ensure all follow-up notices and actions are taken;</li> <li>○ Contact all Administrative Agents to obtain updated information on waiting lists, affirmative marketing efforts and lists of units sold or rented to date and current allowable rents from landlords; and</li> <li>○ Contact all Group Home managers to obtain documentation on continued use and current licenses;</li> </ul> </li> <li>• Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed.</li> <li>• Throughout the term of the contract, attend meetings and provide monthly update reports, as needed.</li> </ul>	<p>\$185.00 per hour</p>	<p>Principal</p>

**METHOD OF PAYMENT:**

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Ste. 3A, Vineland, NJ 08360

**UNSPECIFIED TECHNICAL SERVICES:** For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

**OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES:** Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.