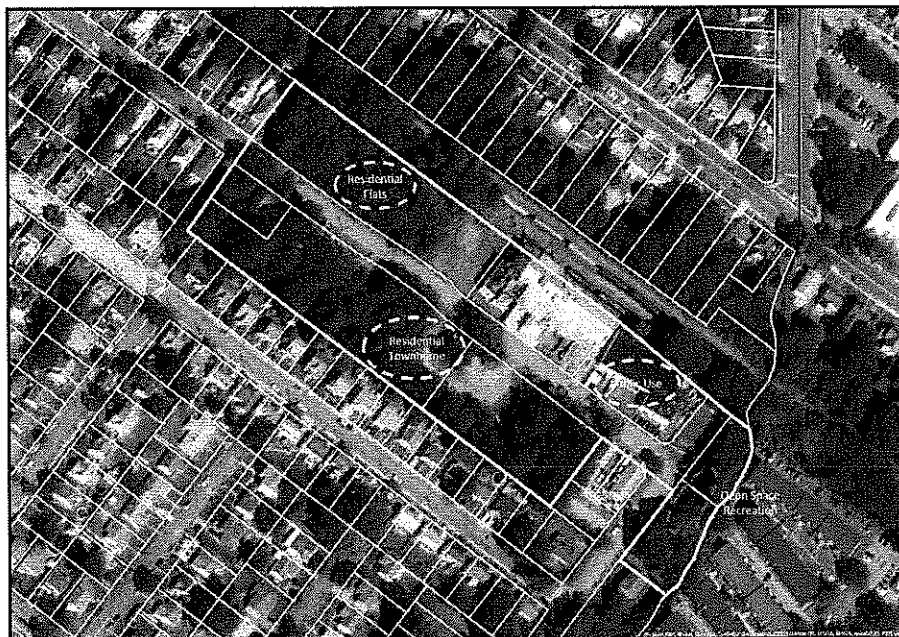


Exhibit 9

East Hunter Redevelopment Plan, last revised June 8, 2022,
prepared by Kauker and Kauker



EAST HUNTER AVENUE REDEVELOPMENT PLAN

PREPARED FOR:
Borough of Maywood

Prepared by:
Kauker & Kauker, LLC

December 22, 2021
Revised June 8, 2022

EAST HUNTER AVENUE REDEVELOPMENT PLAN

Prepared by

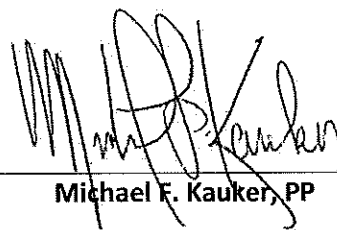
Michael F. Kauker, PP

Project Staff

Principal Planner:

Michael D. Kauker, PP, AICP

This copy conforms to the original copy of this report which is stamped and signed by Michael F. Kauker, Professional Planner's License Number 993; in accordance with N.J.S.A. 45:14A regulating the practice of Professional Planning in the state of New Jersey.



Michael F. Kauker, PP

EAST HUNTER AVENUE REDEVELOPMENT PLAN

ACKNOWLEDGEMENTS

Borough Council Members:

Mayor Richard Bolan

Council President Jacqueline DeMuro

Councilwoman Danyel Cicarelli

Councilman Samuel Conoscenti

Councilwoman Jacqueline Flynn

Councilman Louis Roer

Councilman Ryan Ullman

EAST HUNTER AVENUE REDEVELOPMENT PLAN

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EAST HUNTER AVENUE REDEVELOPMENT PLAN

I. Introduction

On April 13, 2021, the Borough of Maywood adopted a resolution designating certain properties along East Hunter Avenue as a non-condemnation area in need of redevelopment (hereinafter the “East Hunter Avenue Redevelopment Area” or “Redevelopment Area”). The April 13, 2021 resolution also authorized the preparation of this redevelopment plan for the Redevelopment Area. This East Hunter Avenue Redevelopment Plan (Redevelopment Plan) will guide future development for the Redevelopment Area depicted in Maps 1 and 2 and delineated in Table 1 herein. This Redevelopment Plan provides a brief history of the Redevelopment Area and the redevelopment process undertaken by the Borough with input from property owners, community members and other stakeholders. This Redevelopment Plan offers foundational goals and objectives, provides an evaluation of the relationship of the Redevelopment Plan to the Maywood Master Plan, the master plans of surrounding communities, the Bergen County Master Plan and the State Development & Redevelopment Plan. This Redevelopment Plan also sets forth general redevelopment strategies, provides a conceptual development vision, and includes elements of a Form Based Code.

This Redevelopment Plan has been prepared in accordance with the requirements and procedures of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., and the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

Statutory Basis for The Redevelopment Plan

In accordance with the Local Redevelopment and Housing Law, The Borough Council is authorized to adopt a plan for the designated redevelopment Area. This document constitutes the official Redevelopment Plan for the East Hunter Avenue Redevelopment Area. This Redevelopment Plan shall supersede all previously adopted redevelopment plans encompassing the above referenced area, and except as otherwise specifically indicated herein, shall further supersede all zoning designations and regulations for said area.

The intent of the redevelopment plan is to accommodate high-quality townhouses and apartments in combination with designated open space and additional borough facilities. Redevelopment actions as anticipated include demolition and clearance of existing buildings, remediation of any existing soil and water contamination, consolidation of tax lots and construction of new buildings and other site improvements.

The redevelopment plan sets forth standards for land use, bulk, parking and design. While some such standards are fixed, others are intended to be flexible though in keeping with overall Plan goals and objectives.

The redevelopment plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

- (1) Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.

EAST HUNTER AVENUE REDEVELOPMENT PLAN

- (2) Proposed land uses and building requirements in the project area.
- (3) Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- (4) An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- (5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et al.).
- (6) As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.
- (8) Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

History

The Maywood Borough Council directed the Borough Planning Board to study an area located along East Hunter Avenue and as delineated in Map 1 below, to determine whether it qualified as an "area in need of redevelopment" in accordance with the criteria specified under the State's Local Redevelopment and Housing Law (N.J.S.A. 40A: 12A-5) Subsequently, the Borough

EAST HUNTER AVENUE REDEVELOPMENT PLAN

retained Kauker and Kauker, LLC to conduct the redevelopment area investigation, which was completed in October, 2020.

Map 1



Aerial Map of Redevelopment Area

Source: Google Earth



A public hearing was held on the investigation by the Planning Board and on January 28, 2021 at which time the Planning Board recommended that the properties be designated as an "area in need of redevelopment." On April 13, 2021, the Borough Council adopted two resolutions – one adopting the Redevelopment Study, and the second to authorize this firm to prepare this Redevelopment Plan.

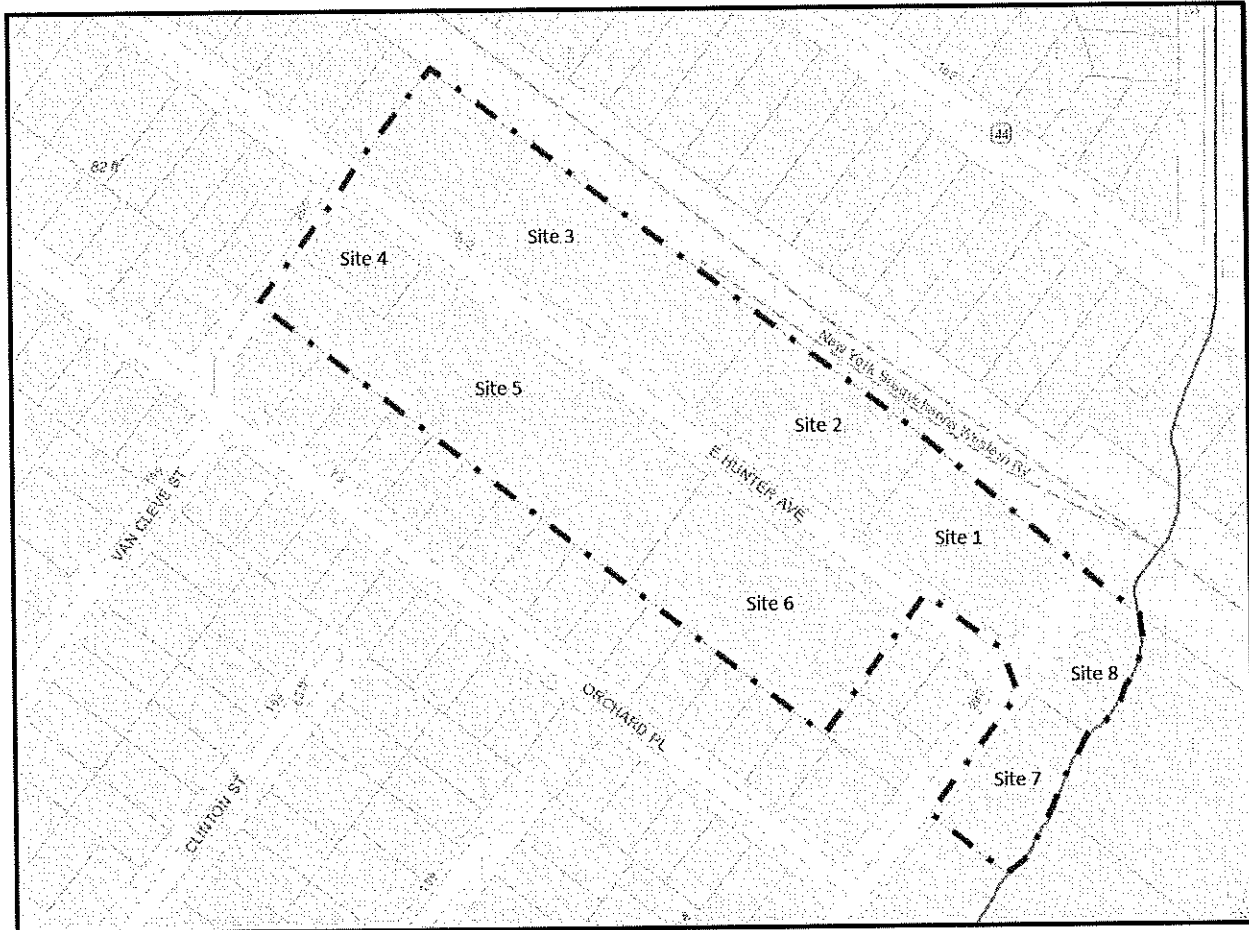
Plan Overview

This Redevelopment Plan has been prepared for eight properties located on both sides of East Hunter Avenue in the southeastern part of the Borough. These properties total 5.7 acres and are designated as Block 126, Lots 43, 44, and 45; Block 127, Lots 1, 2 and 3; and Block 131, Lots 16 and 17. The following Map 2, Redevelopment Area Map shows the location and number

EAST HUNTER AVENUE REDEVELOPMENT PLAN

designation for each property. Table 1. entitled Property Information provides detailed information including Block and Lot, property owner, and area of each property.

Map 2



Redevelopment Area Map

Source: Bergen County GIS



EAST HUNTER AVENUE REDEVELOPMENT PLAN

Table 1: Property Information

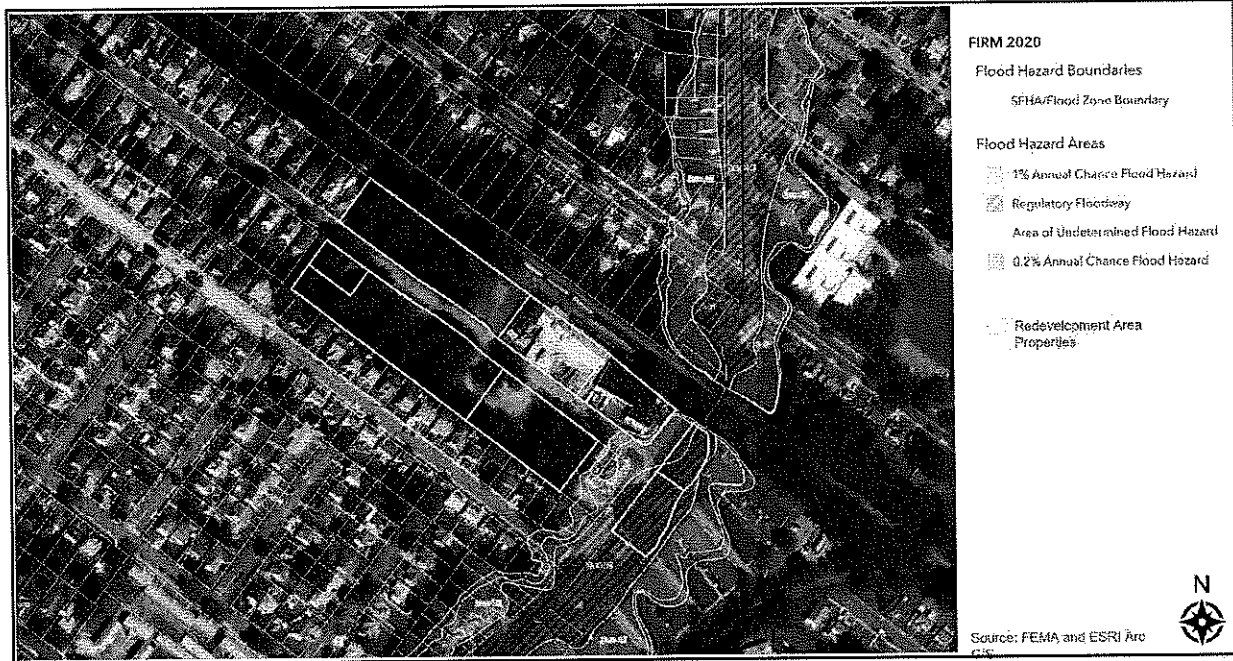
Property			Owner	Lot Area
1	Block 126	Lot 43	Borough of Maywood	0.54 ac.
2	Block 126	Lot 44	Malt Products Corp.	0.64 ac.
3	Block 126	Lot 45	Hofmann, Herman & Elsie	1.28 ac.
4	Block 127	Lot 1	Hofmann, Herman R & Sernatinger, J	0.20 ac.
5	Block 127	Lot 2	Hofmann, Herman R & Sernatinger, J	1.51 ac.
6	Block 127	Lot 3	Hofmann, Herman R & Sernatinger, J	0.93 ac.
7	Block 131	Lot 16	Hofmann, Herman & Elsie	0.37 ac.
8	Block 131	Lot 17	Borough of Maywood	0.23 ac.
			TOTAL	5.7 acres

The Addendum to the Settlement Agreement between the Borough of Maywood and the Fair Share Housing Center articulates the intended uses of the properties owned by Herman and Elise Hofmann and by Herman Hofmann and J. Sernatinger (sites 4, 5, and 6). As provided for in the plan Block 126, Lot 45 (Site 3) will be developed with a standalone building containing 13 affordable family rental units and a second standalone building containing 26-27 market rate rental units. Block 127, Lots 1, 2 and 3 (Sites 4, 5 and 6) will be developed with 26-27 market rate for-sale townhouse style units. Block 131, Lot 16 is to be used as open space/pocket park for the benefit of not only the residents of the proposed developments but all residents of the Borough of Maywood. The Addendum to the Settlement Agreement does not address Block 126, Lot 43 (Site 1), Block 126, Lot 44 (Site 2) or Block 131, Lot 17 (Site 8).

As shown in Map 3 below there are environmental constraints in the form of flood hazard areas that exist in the easterly most portion of the Redevelopment Area. These constraints should not impact the proposed development as they are located on properties that are proposed to be used as passive open space.

Map 3

EAST HUNTER AVENUE REDEVELOPMENT PLAN



II. East Hunter Avenue Redevelopment Plan

The Borough has involved all landowners in the redevelopment process to provide input into the elements of this Redevelopment Plan. This Redevelopment Plan does not authorize the Borough to exercise condemnation power to acquire property through eminent domain proceedings. This Redevelopment Plan provides both general land uses to be permitted within the development, along with strategies and concepts to guide landowners and developers to achieve the overall redevelopment vision.

Effect of Redevelopment Plan on Current Zoning

This Redevelopment Plan does not constitute overlay zoning within the Redevelopment Area but supersedes Maywood's development regulations within the Redevelopment Area. The land use, site plan, subdivision and zoning provisions found within the Code of the Borough of Maywood that have not been superseded by this Redevelopment Plan shall remain in full force and effect. For informational purposes and not by way of any limitation on the foregoing, it is intended that this Redevelopment Plan shall supersede the zoning regulations for portions of the following zoning districts; A-1 Residential One-Family District, the LL Limited Light Industrial District, and the TH Townhouse Use District each of which are represented within the Redevelopment Area.

Redevelopment Goals and Objectives

1. This Redevelopment Plan shall implement the terms of a Settlement Agreement between the Borough and the Fair Share Housing Center to provide for 66 units including 53 market rate and 13 Low- and Moderate-Income housing units.
2. The Redevelopment Plan shall be consistent with the Planning Board's approved Master Plan Housing Element and Fair Share Plan.
3. Provide for the type of redevelopment that can eliminate existing blighting influences.

EAST HUNTER AVENUE REDEVELOPMENT PLAN

4. Provide for an increase in the borough's economic base.
5. Encourage higher density residential and pedestrian friendly uses with adequate parking facilities and other amenities.
6. Establish site and building design standards that foster a visually pleasing environment and high-quality construction within the redevelopment area.
7. Improve the quality and effectiveness of the Department of Public Works service to residents
8. Provide opportunities for new construction employment.

Borough Council Review

The Borough Council acting as the Redevelopment Entity shall review the Proposed Project within the redevelopment area to ensure that such project is consistent with the Redevelopment Plan and relevant settlement agreement and redevelopment agreement. Such review shall occur prior to the submission of the redevelopment project to the Planning Board. As part of its review, the Borough Council may require the redeveloper(s) to submit the proposed site plan applications to the Borough Council or to a subcommittee organized by the Borough Council prior to the submission of such applications to the Planning Board. Such Subcommittee may include members of the Borough Council, with the exception of a Borough Council member who sits on the Planning Board, and any other members and/or professionals as determined necessary and appropriate by the Borough Council. Such Subcommittee shall make its recommendations to the Mayor and Council. In undertaking its review, the Borough Council shall determine whether the proposal is consistent with this Redevelopment Plan and relevant redevelopment agreement(s). In addition, the review may address the site and building design elements of the project to ensure that the project adequately addresses the goals and objectives of this Plan.

Planning Board Review Process

All development applications shall be submitted to the Borough of Maywood Planning Board through the normal site plan and subdivision procedures as outlined in N.J.S.A. 40:55D-1 et seq. The Planning Board shall deem any application for redevelopment for any property subject to this Redevelopment Plan incomplete if the applicant has not been designated by the Borough Council as a redeveloper(s) and signed a redevelopment agreement and the project plan has not been reviewed and approved by the Borough Council. Additionally, the Planning Board shall deem any application for redevelopment for any property subject to this Redevelopment Plan incomplete if the applicant has not received approval from the Borough Council, stating that the application is consistent with the Redevelopment Plan and Redevelopment Agreement. The Planning Board reserves the right to request current will serve letters for any utilities servicing the project.

Variances & Design Waivers

All applications must be presented to the Planning Board. The Planning Board shall not grant any deviations from the terms and requirements of this Redevelopment Plan, that would

EAST HUNTER AVENUE REDEVELOPMENT PLAN

involve the granting of any “d” variances. If the redeveloper makes any proposal which would create the need for a “d” variance, then the redeveloper shall revise the application to eliminate the “d” variance or will have to go to the Borough and request an amendment to the redevelopment plan.

Nothing shall prevent the redeveloper from applying for a waiver or bulk variance from any standard imposed by the Redevelopment Plan and/or the Borough’s Land Use and Development Ordinance as applicable, and the standards set forth in the MLUL and/or the Redevelopment Law, as applicable, shall determine if the redeveloper is entitled to this relief or from seeking a waiver or de minimus exception to any standard or requirement under the applicable regulations. Notwithstanding the above, the Borough Council and Planning Board are under no contractual obligation to grant or approve any request for a bulk variance, design waiver or de minimus exception.”

The Planning Board may waive specific bulk, parking, sustainability, or design requirements if specifically authorized to do so by the Mayor and Borough Council, provided the redeveloper demonstrates that such waiver or variance is necessary for the feasibility of the project, will not substantially impair the goals and objectives of the Redevelopment Plan, particularly how its related to meeting state, federal, or environmental permit requirements, and will not present any detriment to the public health, safety and welfare.

Land Use Plan

This Redevelopment Plan calls for the introduction of complimentary residential and public municipal uses that result in a more efficient and productive use of land while taking into consideration the surrounding residential neighborhood. The land uses authorized by this Redevelopment Area are:

Land Uses

The following Uses shall be permitted as Principal Permitted Uses (as further specified in section entitled “Permitted Land Use by Block and Lot in the Redevelopment Area” in a subsequent section of this plan):

1. Multifamily Dwelling
2. Townhouse Dwelling
3. Stacked Townhouse Dwelling (Flats)
4. Public/Municipal Uses
5. Indoor recreation Uses
6. Passive Recreation Areas

The following uses shall be permitted as Accessory Uses:

1. Parking areas.
2. Swimming pools
3. Rooftop communications equipment properly screened
4. Home Offices

EAST HUNTER AVENUE REDEVELOPMENT PLAN

5. Electric Vehicle (EV) Charging Stations

Open spaces shall be included within the design of the Redevelopment Area to provide active recreational spaces and passive open space. A conceptual land use mix is depicted in Map 4 on the following page 8. The required location of various housing types is described below in the section entitles “Permitted Land Use by Block and Lot in the Redevelopment Area” and also described in the Addendum to the Settlement Agreement.

Unit Types Defined

Dwelling, Multifamily

A building containing three or more dwelling units, including units that are located one over another.

Dwelling, Townhouse

A one-family dwelling in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

Dwelling, Stacked Townhouse (Flats)

Townhouses that have multiple units vertically one over the other, typically two in number, each unit having its own private entrance from the street or at least from the outside.

Development Yield

1. The maximum number of residential units shall be 66, of which 53 units shall be market rate housing units and 13 units (or 20%) shall be set aside as low- and moderate-income units.

Permitted Land Use by Block and Lot in the Redevelopment Area

1. Block 126, Lot 45 shall be developed with a standalone building for thirteen (13) affordable family rental unit in the form of flats.
2. Block 126, Lot 45 shall be developed with a standalone building for market rate rental flats no to exceed fifty percent (50%) of the market rate units (i.e., 26-27 units).
3. Block 127, Lots 1, 2 and 3 shall be developed with no more than fifty percent (50%) of the market rate units (i.e., 26-27 units), which shall be a for-sale townhouse project.
4. Block 131, Lot 16 shall be improved and used as open space/pocket park for the overall development, which will be open to the general public.
5. The architectural design of the two (2), standalone structures on Block 126, Lot 45, shall architecturally look like a townhouse design.

Parking

1. Minimum required supply shall be in accordance with state required RSIS Residential Site Improvement Standards. Parking shall not be allowed in front yards.
2. Any development within the delineated redevelopment area will be required to provide for public electric vehicle charging infrastructure in a manner that appropriately connects

EAST HUNTER AVENUE REDEVELOPMENT PLAN

with an essential public charging network in accordance with applicable State Statutes and Borough Ordinance # 18-20.

EAST HUNTER AVENUE REDEVELOPMENT PLAN



Map 4

Conceptual Land Use Plan

EAST HUNTER AVENUE REDEVELOPMENT PLAN

IV. DESIGN AND BULK STANDARDS FOR THE REDEVELOPMENT AREA

This section provides general design and bulk standards that shall apply to future development in the Redevelopment Area:

Building Requirements

Setbacks

1. Front Yard 25 feet
2. Rear Yard 25 feet
3. Distance between buildings 25 feet.
4. Side Yards 15 feet

Height

1. The height of all structures shall be three and one-half (3.5) stories (or less). The maximum height of a structure shall not exceed 39.5 feet in height.

Length

1. No building shall have a length greater than 150 feet.

Building Articulation and Massing

Vertical Articulation

1. Building façade bulk should be broken down vertically into a series of bays. Individual bays should be defined by a change in material, color, pattern, and or texture, use of columns, pilasters, gutters, or expansion joints, massing, and or size and rhythm of fenestration.
2. In addition, facades should be differentiated so as to create the appearance of a series of traditional “buildings” creating strong vertical shadow lines between each section. Several distinct “buildings” should be created along each façade through vertical changes in the façade plane.
3. Bay definition should extend upward through all levels of the building above the first floor.

Horizontal Articulation

Buildings should be differentiated horizontally into a base, middle and top as follows:

1. Base: the base should be highlighted architecturally to visually ground the building. Detailing at the base should be richer than on upper floors, in order to provide greater pedestrian scale at the sidewalk. For example, horizontal banding, belt course, taller floor heights, and larger window openings, as well as signage, lighting and awnings or canopies will help highlight the base.
2. Middle. The middle should be distinguished from the base and top by horizontal belt courses or cornices and /or changes in material, texture and fenestration pattern.
3. Top. The top floors and/or roof line should be distinguished from the base and middle with a coping parapet wall, balustrade and/or cornice, change in material, and or fenestration pattern.

EAST HUNTER AVENUE REDEVELOPMENT PLAN

4. Roof Shape. Roof shape and mass should relate to the building massing on the lower levels. Flat and peaked roof shapes are permitted, but mansard roofs are prohibited.

Materials

Preferred materials for street facing facades are brick, cultivated stone, or other masonry facing. No more than three different materials should be employed as primary materials on a building facade. Within the chosen primary materials, variation in color, texture and pattern may be employed to create further distinctions. Stucco or dryvet shall not be allowed.

Accessibility

Access to buildings by the elderly, physically handicapped and/or disabled shall be required. Design standards shall meet at a minimum barrier-free design regulation as specified in the Uniform Construction Code. Handicapped parking requirements shall meet at a minimum, regulations as specified in the Americans with Disabilities Act or other applicable Borough Ordinances.

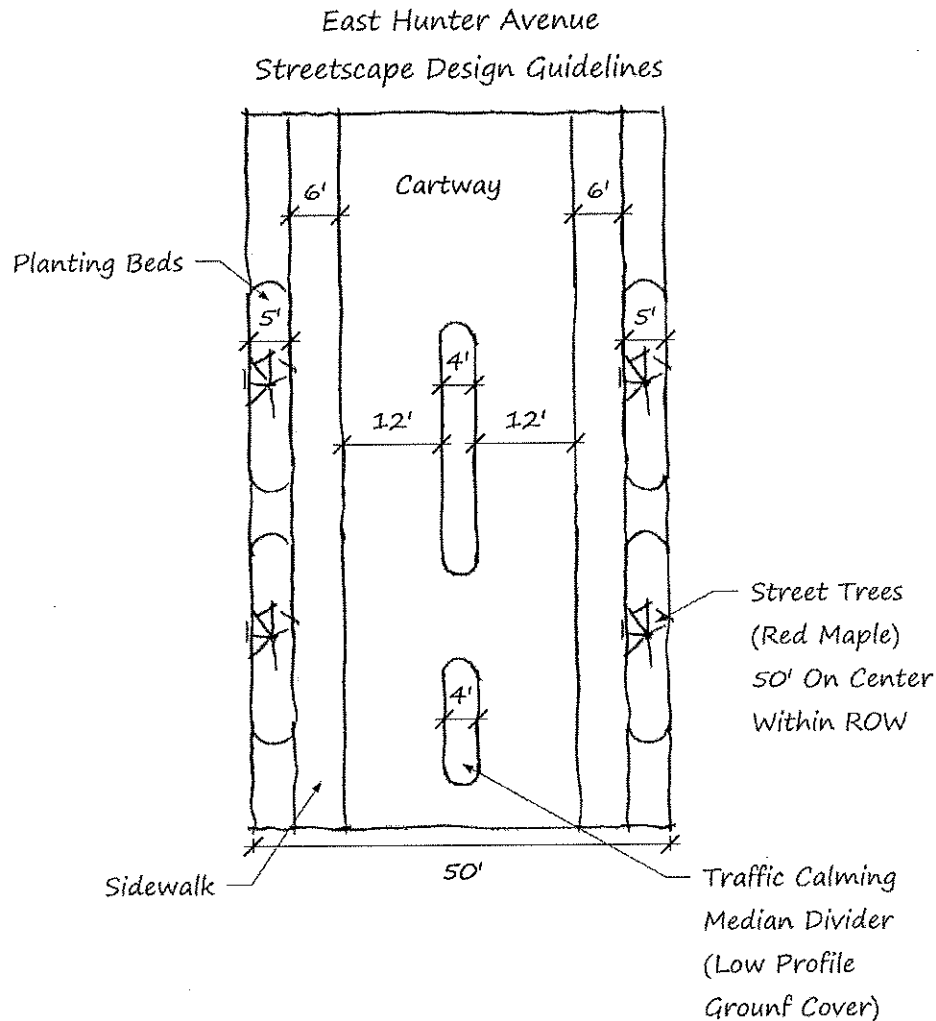
Streetscaping

A unified streetscape plan shall be developed in consultation with the Planning Board, Planning Board Engineer and Planner. Such streetscape plan shall provide for the materials to be used for sidewalk and curb construction, the size, species and locations of all street trees and other horticultural materials, and for the type and location of street furniture. Sidewalk areas shall be adequate for the movement of pedestrians through and around the Area. The Landscape Plan for site and streetscape improvements shall be forwarded to the Maywood Shade Tree Commission for the review and recommendation to the Planning Board.

Electric Vehicle Charging Stations

Site Plans submitted pursuant to the Redevelopment Plan shall include provisions for Electric Vehicle Charging Stations in accordance with applicable State Statutes and Borough Ordinance # 18-20.

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**Landscaping**

The site shall be suitably landscaped with a combination of different types of plants and trees at a variety of sizes.

1. Street trees shall be provided along the property frontage on East Hunter Avenue every 50 feet on center.
2. A minimum 15% of all site area not developed with building, parking or sidewalks shall be landscaped.
3. There shall be a 15-foot landscaped buffer between the redevelopment area and properties zoned for single-family residential use.
4. All applications will be required to seek input from the Borough Shade Tree Commission as to the proposed landscape design for their project.

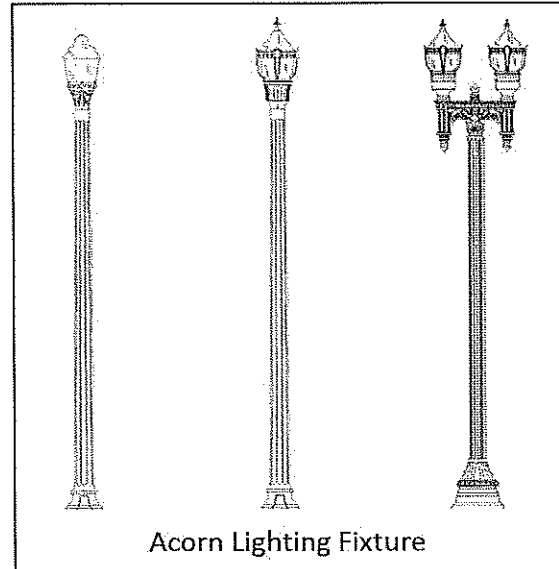
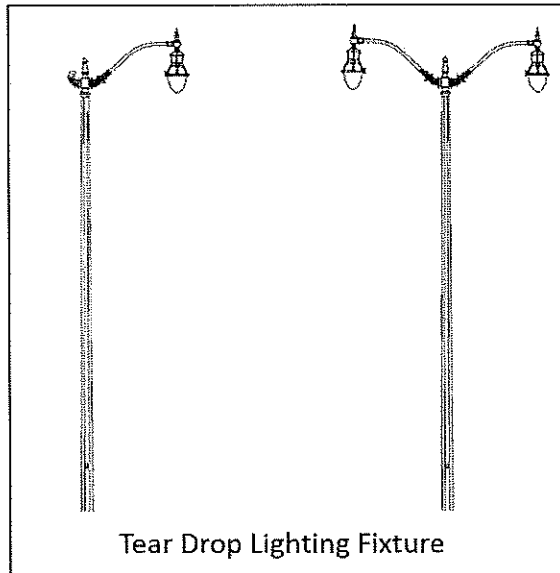
EAST HUNTER AVENUE REDEVELOPMENT PLAN



Lighting

Street lighting shall include decorative lighting fixtures which may include for example teardrop fixtures or acorn fixtures. Street lighting design and site lighting shall be consistent and coordinated with the design of current street lighting improvements in the Borough's Commercial Center. All lighting fixtures should be energy efficient and downcast to avoid glare into adjacent windows or uses. Lighting intensities shall be in accordance with residential standards. Lighting should be provided along buildings and pedestrian areas to ensure a pleasant and safe environment throughout the entire redevelopment area. Examples of street lighting are shown below. These examples are for illustrative purposes only.

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Open Space/Recreation Plan

This Redevelopment Plan encourages the incorporation of both active recreation space and passive open space within the design of projects in the Redevelopment Area. Projects shall incorporate as many of the following elements within the design of the project as are feasible under the circumstances:

Active Recreation Space

- Vest Pocket Parks, which are small passive parks of less than one quarter acre in area.
- Courtyards/Plazas.
- Appropriate construction requirements shall be followed for any recreation structures that may be located in the floodplain.

Passive Open Space

- Buffer strips along environmentally sensitive areas or between adjacent properties and uses.
- Dedicated open space areas.
- Pathways and pedestrian walkways connecting uses within the Redevelopment Area and nearby uses, such as a footbridge over the stream to provide connection the Municipal Building and Recreation Complex.

At least 10% of the total project area of each project should be designated as open space including active recreation space, passive open space and club house facilities that include supportive parking.

EAST HUNTER AVENUE REDEVELOPMENT PLAN

V. Plan Consistency Review

Relationship to Local Objectives

The local land use goals objectives are contained in the Borough's recent 2020 Master Plan Re-Examination Report. This Redevelopment Plan shall be consistent with the following stated goals and objectives:

1. Adopt zoning specifications to support high-density development in designated areas to support tax ratables.
2. Maintain and upgrade an aging, deteriorating sanitary sewer infrastructure
3. Preserve and promote a balanced variety of residential, commercial, office, light industrial, public and quasi-public and recreational land uses.
4. Provide housing opportunities and a variety of housing for various income levels of the population including senior housing.
5. Promote community services for all portions of Maywood.

Relationship to Master Plans of Adjacent Communities

The Borough of Maywood shares many municipal borders, including borders with the following four municipalities: Borough of Paramus, City of Hackensack, Borough of Lodi and Borough of Rochelle Park all of which are located in Bergen County. Of these four municipalities, the Redevelopment Area is adjacent only to the City of Hackensack located to the east. The Redevelopment Area is separated from the City by a brook and adjacent wetlands. The Master Plan document for the City of Hackensack has been reviewed in the context of its relationship to this Redevelopment Plan. The last Comprehensive Master Plan was adopted in 2001 and the last Reexamination Report in 2009. The Land Use Plan Map in the 2001 plan designates the area nearest the Redevelopment Area as a moderate density residential use area. The existing land use in Hackensack is moderate density multi-family housing which is consistent with the principal permitted use as specified in this Redevelopment Plan.

Relationship to Bergen County Master Plan

Bergen County last adopted a Master Plan in 1969. This document focused on demographic trends in the County. Recent Planning efforts include a Vision Plan which was prepared in 2011 and a note on the County website indicates that the process to prepare a new Master Plan began in 2018. As of the date of this document no Master Plan document has been prepared or adopted.

Relationship to The State Development and Redevelopment Plan

Among the goals of the 2001 New Jersey State Development and Redevelopment Plan is to re-vitalize existing urban centers by directing growth and development to those areas. On the State Plan Policy Map, this Redevelopment Area is located within a PA-1 Metropolitan Planning Area, which is identified in the State Plan as an appropriate location to accommodate much of the State's new growth.

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VI. Redevelopment Actions

Relocation

The Borough does not anticipate the displacement or relocation of any residents or businesses within the Plan Area. No existing COAH accredited affordable housing units are to be removed or displaced as a result of the implementation of this Redevelopment Plan. See N.J.S.A. 40A:12A-7(a)6 and (a)7. As such, there is no need to make adequate provision for affordable replacement housing.

Other Actions

1. In addition to demolition and new construction several other actions may be taken to further the goals of this Plan. These actions may include but shall not be limited to: (1) provisions for infrastructure necessary to service new development; (2) environmental remediation and; (3) vacation of public utility easements and other easements or rights of way as may be necessary to effectuate development.
2. Redevelopment activities within the Redevelopment Area shall comply with all requirements in any executed redevelopment agreement between a designated redeveloper and the Borough of Maywood.
3. The redeveloper shall be required to provide the Borough with copies of all permit applications made to federal, state and county agencies upon filing such applications, as will be required by the Redeveloper's Agreement to be executed between the redeveloper and the Borough.
4. Upon the inspection, verification and approval by the Borough Council that the redevelopment of a parcel subject to a Redevelopment Agreement has been completed, a Certificate of Completion and Compliance will be issued to the redeveloper and such parcel will be deemed no longer in need of redevelopment.

VII. Affordable Housing Requirements

Pursuant to the Borough Housing Element and Fair Share Plan as approved by the Court the number of affordable housing units required for the redevelopment area is thirteen (13) affordable units. The affordable housing units are subject to the requirements of the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), the Uniform Housing Affordability Controls (UHAC) and the duly promulgated rules of the Council on Affordable Housing ("COAH").

The Borough shall require that any redeveloper, as a condition of a redevelopment agreement, include a phasing plan, consistent with the Addendum to the Settlement Agreement, within the redevelopment agreement for the provision of affordable housing on a phased basis within the redeveloper's project. In accordance with the phasing plan as contained in the Addendum to the Settlement Agreement, development may consist of 3 phases. In Phase 1 the standalone building for market rate rental flats may be constructed. In Phase 2, the 13 affordable units will be constructed and before a certificate of occupancy is issued for the units in Phase 1, the borough must issue building permits for the 13 affordable units (Phase 2). Phase 2 must be completed and receive a CO before building permits are issued for the market-rate for-sale townhouses in

EAST HUNTER AVENUE REDEVELOPMENT PLAN

Phase 3. Nothing in the agreement prohibits the developer from building the entire development at the same time.

Affordability Average, Bedroom Distribution and Occupancy Standards

The thirteen (13) affordable housing units shall have the following profile, which modifies the proposed Borough/FSHC Agreement and as is regulated by the Uniform Housing Affordability Controls (UHAC) at NJAC 5:80-26.1 et seq.:

1. The thirteen units shall be “family” rentals (i.e., a 1-bedroom, 2-bedroom, and/or 3-bedroom being open to the general public) and may not be age-restricted or senior units.
2. Bedroom profile mix per UHAC (i.e., cannot have more than 20% of the affordable units being 1-bedroom. Must have at least 20% of the affordable units being 3 bedroom):
 - a. Two (2) units as 1-bedroom
 - b. Eight (8) units as 2-bedroom
 - c. Three (3) units as 3-bedroom
3. Income profile per UHAC (i.e., based on 13 affordable units – 13% (2 units) must be very low income and very low income cannot be a 1-bedroom unit, but must include a 3-bedroom);
 - a. 2 units – very low income (one – 2-bedroom and one – 3-bedroom)
 - b. 5 units – low income
 - c. 6 units – moderate income
4. Overall Affordable Unit Bedroom/Income Mix Chart per UHAC and FHA

	One-Bedroom	Two-Bedroom	Three-Bedroom	Total
Very Low-Income	0	1	1	2
Low-Income	1	3	1	5
Moderate-Income	1	4	1	6
Total	2	8	3	13

Phasing Schedule

The thirteen (13) affordable units shall be developed by virtue of the following modifications to the typical COAH phasing schedule at NJAC 5:93-5.6(d):

- The standalone building for market rate rental flats proposed for Block 126, Lot 45 may be constructed first (Phase 1). Before a certificate of occupancy (CO) is issued for Phase I, the Borough must issue building permits for the thirteen (13) affordable housing family rental units proposed in a standalone building on Block 126, Lot 45 (Phase II). Phase II must be completed and receive a CO before building permits are issued for the market-rate for-sale townhouses proposed for Block 127, Lots 1, 2 and 3. Nothing prohibits the developer from building the entire inclusionary development at the same time or Phase II and III at the same time.

BOROUGH CLERK
Barbara L. Dispoto, RMC/CMC

ADMINISTRATOR
Adrian Febre, CPM



MAYOR
Richard Bolan

**COUNCIL
PRESIDENT**
Jacqueline DeMuro

**COUNCIL
MEMBERS**
Katherine Bennin
Jacqueline Flynn
Douglas A. Herrick
Claire A. Padovano
Ryan P. Ullman

BOROUGH OF MAYWOOD
15 Park Avenue, Maywood, NJ 07607

RESOLUTION #87-25
A RESOLUTION APPROVING
MAYWOOD REDEVELOPMENT ASSOC. LLC AS DEVELOPER

WHEREAS, it is necessary for the Borough to appoint a developer as part of the Borough's affordable housing plan for the following properties:

- a. Block 126, Lot 45; Block 131, Lot 16; Block 131, Lot 17; Block 127, Lot 1; Block 127, Lot 2 and Block 127, Lot 3;
- b. Block 126, Lot 43; and
- c. Block 126, Lot 44; and

WHEREAS, it is the recommendation of the Planning Committee that Maywood Redevelopment Assoc., LLC located at 590 Valey Health Plaza, Paramus, New Jersey be appointed as the Developer for the within referenced properties.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Maywood that Maywood Redevelopment Assoc, LLC be and is hereby approved as the Developer for the following properties located in the Borough:

- a. Block 126, Lot 45; Block 131, Lot 16; Block 131, Lot 17; Block 127, Lot 1; Block 127, Lot 2 and Block 127, Lot 3;
- b. Block 126, Lot 43; and
- c. Block 126, Lot 44

BE IT FURTHER RESOLVED, that the Borough Clerk be and she is hereby authorized and directed to forward a copy of this resolution to Maywood Redevelopment LLC upon the passage of same; and

BE IT FURTHER RESOLVED, that Resolution 71-25 is hereby rescinded.

Date: February 25, 2025

APPROVED: Richard Bolan
Richard Bolan, MayorATTEST: Barbara Dispoto
Barbara L. Dispoto, RMC/CMC
Borough Clerk

	Moved	Seconded	Ayes	Nays	Abstain	Absent	Recuse
Mayor Bolan							
Councilmember Bennin		X	X				
Councilmember Flynn			X				
Councilmember Herrick			X				
Councilmember Padovano			X				
Councilmember Ullman			X				
Council President DeMuro	X		X				

CERTIFICATION

I, Barbara L. Dispoto, Municipal Clerk of the Borough of Maywood in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of February 25, 2025.

Date: 2/25/25
Barbara Dispoto
Barbara L. Dispoto, RMC/CMC
Borough Clerk

Exhibit 10

Contract between Triad and the Borough of Maywood for
Professional Services regarding implementation of
Affordable Housing Administrative Services for 2025

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 3, 2025, 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, 2025, through December 31, 2025, 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:

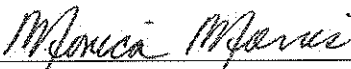
To the Consultant:		To the Principal(s):	
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360		BOROUGH OF MAYWOOD 15 Park Avenue Maywood, New Jersey 07607	
Attention:	Carolyn P. Zumpino President	Attention:	Adrian Febre Borough Administrator

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]

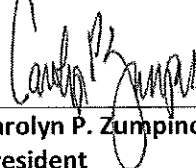
BOROUGH OF MAYWOOD
Affordable Housing Administrative Agent Services - 2025

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



Witness

TRIAD ASSOCIATES



Carolyn P. Zumpino
President

Date: January 3, 2025

BOROUGH OF MAYWOOD

Witness

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 3, 2025, 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 Program Management Services – Owner-Occupied and Rentals
- V. Technical Assistance on Affordable Housing Requirements
- VI. 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 (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) and 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, 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 the provisions of N.J.A.C. 5:80-26.15;
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 N.J.A.C. 5:80-26.15;
3. Ensure that new development/waiting lists are posted on the New Jersey Housing Resource Center website (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 N.J.A.C. 5:80-26.18(d)4; and
4. Sending annual notices of maximum affordable rent allowed to tenants of affordable units.

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 Appendix J of N.J.A.C. 5:80-26.1, et. seq.; 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 by section 5:80-26.1(c)(2) 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
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10 et. seq.

F. Resales

1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the resale of restricted units;
2. Instituting and maintaining 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 N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

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

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, and UHAC regulations, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, 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 N.J.A.C. 5:80-26.15;
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 N.J.A.C. 5:80-26.15;
3. Ensure that new development/waiting lists are posted on the New Jersey Housing Resource Center website (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 where complaints of excess rents can be reported pursuant to N.J.A.C. 5:80-26.18(d)4; 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 Appendix K of N.J.A.C. 5:80-26.1, et. seq.;
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 N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

- 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), 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. 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.

VI. MUNICIPALITY'S RESPONSIBILITIES: The Municipality shall:

1. Provide to the name, title and telephone number 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 3, 2025, 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	\$150.00 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.	\$150.00 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"> Maintain Waiting List/Applicant pool and complete annual mailing to ensure owner compliance with UHAC guidelines. 	\$200.00 per month plus direct costs for postage while waiting list is open.	Principal or Developer under separate contract
<u>Household Certifications - Sales:</u> <ul style="list-style-type: none"> Certify applicants for eligibility (Per case fee) Certification fee may be charged if income qualification is required for Affordability Assistance Program 	\$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"> Prepare closing documents to include deed restriction, mortgage, mortgage note and Certificate for Applicants Certified to Ownership Unit Removal of Deed Restrictions and cancellation of mortgage note upon expiration of controls 	\$450.00 for each certified applicant that proceeds to closing \$275.00 for each mortgage discharge or subordination as needed.	Principal

Service	Fee	Paid by
<u>For Re-Sales only</u> <ul style="list-style-type: none"> Issue Notice of Intent to Re-Sell Consultant will be paid three percent (3%) of sales price upon closing. 	3% of the Sales Price (Fee Payable by Seller at Closing) Minimum fee - \$1,500.00	Property Owner
<u>Refinancing & Home Equity Transactions – Owner Occupied Units only</u>	Lump Sum Fee of \$375.00 per case to be paid at closing	Property Owner
<u>Enforcement</u> <ul style="list-style-type: none"> Notifying absentee owners of compliance issues Providing project status reports, as requested 	\$150.00 per hour	Principal
Additional Services required to carry out responsibilities of an administrative agent, as requested.	\$150.00 per hour as needed	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	\$150.00 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.	\$150.00 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"> Maintain Waiting List/Applicant pool Annual Letters to Tenants Annual Rental Increase Allowances to Landlords 	\$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"> Certify applicants for eligibility (Per case fee) Certification fee may be charged if income qualification is required for Affordability Assistance Program 	\$950.00 for the completion of each Eligibility Certification or Denial	Principal or Developer under separate contract

Service	Fee	Paid by
<u>Enforcement</u> <ul style="list-style-type: none"> Notifying absentee owners of compliance issues Providing project status reports, as requested 	\$150.00 per hour as needed	Principal
Additional Services required to carry out responsibilities of an administrative agent, as requested. This will also include transition services from previous Administrative Agent.	\$150.00 per hour with prior approval	Principal

III. COMPLIANCE – OPERATING MANUALS

Service	Fee	Paid by
<u>Operating Manuals:</u> Fee for Preparation/Review of Policy & 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: <ul style="list-style-type: none"> Operating Manual for the Administration of For Sale Programs Operating Manual for the Administration of For Rent Programs Affordability Assistance Manual Accessory Apartment Manual Housing Rehabilitation for Owner Occupied Units Housing Rehabilitation for Rental Units 	\$150.00 per hour not to exceed \$2,000.00 per manual as needed	Principal

IV. HOUSING REHABILITATION PROGRAM (Owner Occupied and Rental)

Service	Fee	Paid by
<u>Operating Manual:</u> Fee for Preparation of Policy & Procedure Manual to include affordability controls for COAH credit for compliance with court judgement and local rental and homeowner assistance	\$150.00 per hour not to exceed \$2,000.00 per manual as needed	Principal
<ul style="list-style-type: none"> Market and outreach for Homeowner /Rental Rehab Program Maintain Wait List (Annual Fee) Qualify and maintain eligible contractor list 	\$150.00 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.	Principal

Service	Fee	Paid by
Case Management Services (per case fee) as described in the Scope of Services Case Management Fee <u>does not</u> include third party inspection fees.	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.	Principal
Technical assistance and attendance at meetings with Municipality as required	Hourly at \$150.00 per hour	Principal

V. 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"> • Meet with Municipality designated staff to establish project implementation goals for contract year; • Meet with Municipality designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer; • Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan, as needed; • Preparation of Mid-Point Reviews and Annual Reports as required by the Fair Share Housing Center; • Complete Annual Monitoring of all affordable units as follows and to obtain needed information: <ul style="list-style-type: none"> ○ Report any non-compliance identified to Municipality Solicitor and ensure all follow up notices and actions are taken; ○ 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 ○ Contact all Group Home managers to obtain documentation on continued use and current licenses; • Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed. • Throughout the term of the contract, attend meetings and provide monthly update reports, as needed. 	\$150.00 per hour	Principal

METHOD OF PAYMENT:

- Monthly invoices will be submitted 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, Bldg. 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.