

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 3, 2015 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **TOWNSHIP OF GLOUCESTER**, 1261 Chews Landing Road, Laurel Springs, New Jersey 08021 and P.O. Box 8, Blackwood, NJ 08012 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, 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. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
18. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
19. 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.
20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. 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		TOWNSHIP OF GLOUCESTER 1261 Chews Landing Road Laurel Springs, NJ 08021 P.O. Box 8 Blackwood, NJ 08012	
Attention:	Michael Zumpino Chairman/CEO	Attention:	Thomas Cardis Township 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.

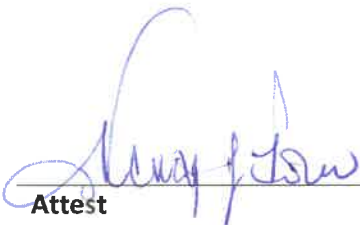
The Consultant and Principal executed this Agreement as of the date first above written.

For TRIAD ASSOCIATES

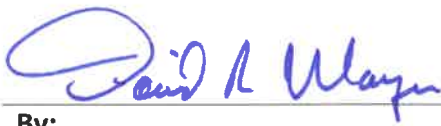

Attest


Michael Zumpino
Chairman/CEO

Date: March 12, 2015


Attest

For TOWNSHIP OF GLOUCESTER


By:

Date: 3/17/15

***State, County or Municipal Governments or Agencies:**

I am the Chief Financial Officer 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 DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated January 3, 2015 between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF GLOUCESTER** ("Principal").

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

DESCRIPTION OF THE PROJECT: Grants and Community Development Block Grant Consultant Services

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following activities:

I. GENERAL ADMINISTRATION - CONSULTANT SERVICES

- A. Consultant agrees to provide general assistance and recommendations to the Township and its administrative agents in matters relating to the administration and execution of its Community Development Block Grant and HOME Programs, as well as other CDBG-related programs, including the Housing Rehabilitation Program, the Public Facilities Program staff training, internal project file monitoring, CHDO Project planning, and implementation services and project activity support
- B. Meet weekly with staff of the Office of Community Development to review program progress and program regulations.

II. PREPARATION OF 2015-2019 CONSOLIDATED PLAN

Triad Associates will prepare a Five Year Consolidated Plan for FY 2015 to FY 2020 for the City of Millville through the completion of HUD's eCon Planning Suite's Consolidated Plan Template that is required for all Consolidated Plans submitted on or before May 14, 2015. Grantees that are scheduled to submit a Consolidated Plan to HUD after this date will use the template for both the Consolidated Plan and the Year One Action Plan.

The Consolidated Plan template is designed to collect the information required by the regulations found in 24 CFR Part 91. The Consolidated Plan Template in IDIS Online provides a uniform and flexible template that helps ensure the Consolidated Plan is complete per the regulations found in 24 CFR Part 91. The template is divided into seven sections:

1. Setup
2. Executive Summary
3. The Process
4. Needs Assessment
5. Housing Market Analysis
6. Strategic Plan
7. First-Year Action Plan

Each IDIS screen in the template includes a combination of data tables and narrative sections that set a baseline for HUD's expectations for the amount of information required. The City will have the option of

adding additional content, in the form of maps, pictures, text boxes, and tables, to support the baseline information. This allows the City to customize the plan and add elements as needed.

1. The Executive Summary will include the following seven narratives.
 - a. Introduction
 - b. Summary of Objectives and Outcomes
 - c. Evaluation of Past Performance
 - d. Summary of the Citizen Participation and Consultation Process
 - e. Summary of Public Comments
 - f. Summary of Comments Not Accepted
 - g. Summary
2. The Process - the Consolidated Plan regulations require that the City identify the lead agencies responsible for the development of the plan and the administration of the grants. The regulations also require that the City consult with local agencies and conduct outreach to encourage citizen participation during the development of the plan. This section collects information regarding the grantee's consultation and citizen participation efforts.

The screens that compose the Process section include:

- Lead and Responsible Agencies
 - Consultation
 - Citizen Participation
3. The Needs Assessment of the Consolidated Plan, in conjunction with information gathered through consultations and the citizen participation process, will provide a clear picture of the City's needs related to affordable housing, community development, and homelessness. From this Needs Assessment, the City will identify those needs with the highest priority, which will form the basis for the Strategic Plan and the programs and projects to be administered. Most of the data tables in this section will be populated with a default data set based on the most recent data available. The City can replace or supplement these data with alternative data sources. The City can also support the data tables they present with GIS maps, GIS data sets, images, and custom data tables. The template is based on the regulations and includes the following sections:

- Housing Needs Assessment
- Disproportionately Greater Need
- Public Housing
- Homeless Needs Assessment
- Non-Homeless Special Needs Assessment
- Non-Housing Community Development Needs

4. Housing Market Analysis - The purpose of the Market Analysis is to provide a clear picture of the environment in which the jurisdiction must administer its programs over the course of the Consolidated Plan. In conjunction with the Needs Assessment, the Market Analysis will provide the basis for the Strategic Plan and the programs and projects to be administered.

Most of the data tables in this section will be prepopulated with a default data set based on the most recent data available. Again, the City can replace or supplement these data with alternative data

sources. The City can support the data tables they present with GIS maps, GIS data sets, images, and custom data tables. The template is based on the regulations and includes the following sections:

- General Characteristics of the Housing Market
- Lead-based Paint Hazards
- Public and Assisted Housing
- Facilities, Housing, and Services for Homeless Persons
- Special Need Facilities and Services
- Barriers to Affordable Housing

5. Strategic Plan - The plan must identify the priority needs of the City and describe strategies that the City will undertake to serve the priority needs. The Strategic Plan section of the template includes the following IDIS screens:

- Overview
- Geographic Priorities
- Priority Needs
- Influence of Market Conditions
- Anticipated Resources
- Institutional Delivery Structure
- Goals
- Public Housing
- Barriers to Affordable Housing
- Homelessness Strategy
- Lead-based Paint Hazards
- Anti-Poverty Strategy
- Monitoring

6. Action Plan - In the Action Plan, the jurisdiction must provide a concise summary of the actions, activities, and programs that will take place during the program year to address the priority needs and goals identified by the Strategic Plan. In the template, the information collected for the first-year Action Plan will differ slightly from other years in that some of the sections are part of the Consolidated Plan and are not repeated in the Year One Action Plan. These include the Executive Summary, Consultation, and Citizen Participation sections. The Year 1 Action Plan Template contains the following sections:

- Expected Resources
- Annual Goals and Objectives
- Projects
- Geographic Distribution
- Affordable Housing
- Public Housing
- Homeless and Other Special Needs Activities
- HOPWA goals (HOPWA grantees only)
- Barriers to affordable housing
- Other Actions
- Program Specific Requirements

III. 2015 ANNUAL ACTION PLAN

Triad will assist in the preparation of the Annual Action Plan consisting of the following information, to be submitted using the most up to date version of the CPMP Tool in accordance with instructions prescribed by HUD.

- A. **General:** Executive Summary ; General Questions; Managing the Process; Citizen Participation; Institutional Structure; Monitoring; Lead-based Paint
- B. **Housing:** Specific Housing Objectives; Needs of Public Housing; Barriers to Affordable Housing; HOME
- C. **Homeless:** Specific Homeless Prevention Elements
- D. **Community Development:** Community Development; Antipoverty Strategy
- E. **Non-Homeless Special Needs Housing:** Non-Homeless Special Needs; Housing Opportunities for People with AIDS
- F. **Project Activity Forms:** Triad will complete individual Activity Forms in the CPMP Tool for each activity to be undertaken.
- G. **Forms and Certifications,** including Standard Forms (424), Certifications, Specific CDBG Certification, Specific HOME Certification and Appendix to Certifications.
- H. **Description of the Consultation and Citizen Participation Process**

IV. 2015 ENVIRONMENTAL REVIEW RECORD

The Consultant shall prepare an Environmental Review Record for the community acceptable for HUD approval and release of Community Development Program funds. The Environmental Review Record will include, as applicable:

- A. A description of the project to which it relates.
- B. Documentation showing each step in the Environmental Review process as follows:
 - 1. Determination of existing conditions;
 - 2. Identification of environmental impacts;
 - 3. Examination of identified impacts;
 - 4. Consideration of project modification;
 - 5. Consideration of alternative projects.
- C. Documentation that the findings have been made and are supported by the Environmental Review Record.
- D. Documentation that the required steps in the Environmental Review process have been followed.
- E. Description of the existing environmental conditions.
- F. A copy of the publication of Notice of Request for Release of Funds.
- G. A copy of the Request for Release of Funds.
- H. The Consultant may meet with the community's Certifying Officer to review the Environmental Review Record prior to the Certifying Officer executing the Environmental Certification.

V. 2014 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

The Consultant shall prepare the Consolidated Annual Performance and Evaluation Report (CAPER) for the community acceptable for HUD approval including the following:

A. General

1. Executive Summary
2. General Questions
3. Managing the Process
4. Citizen Participation
5. Institutional Structure.
6. Monitoring
7. Lead-based Paint

B. Housing

1. Housing Needs
2. Specific Housing Objectives
3. Public Housing Strategy.
4. Barriers to Affordable Housing
5. HOME

C. Homeless

1. Homeless Needs
2. Specific Prevention Elements

D. Non-Homeless Special Needs Housing

1. Non-Homeless Special Needs.

E. Community Development

1. Community Development
2. Antipoverty Strategy

VI. PROGRAM INCOME DOCUMENTATION

- A. Provide assistance with documentation of use of Program Income in accordance with HUD regulations

VII. PUBLIC NOTICE DOCUMENTATION

- A. Provide assistance with compliance with public notice documentation in accordance with HUD regulations

VIII. HUD PROJECT MONITORING

- A. Provide assistance in preparation for and attend 2014 HUD Project Monitoring.
- B. Assist with preparation of responses, as needed, to Findings and Concerns noted in HUD Project Monitoring.

TIME OF PERFORMANCE

All services of the consultant shall be completed in accordance with the timing requirements of the program and the directives of HUD. The period of this contract will be twelve (12) months from January 1, 2015 to December 31, 2015

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 3, 2015, between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF GLOUCESTER** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: Principal shall provide compensation of \$36,000.00 for services provided in accordance with Exhibit A as follows:

• General Services	
• 2015-2019 Five Year Consolidated Plan	\$19,000
• 2015 Annual Action Plan	\$4,500
• 2015 Environmental Review Record	\$4,000
• 2014 Consolidated Annual Performance and Evaluation Report	\$3,500
• Program Income Documentation	
• Public Notice Documentation	
• <u>HUD Project Monitoring</u>	<u>\$5,000</u>
Total	\$36,000

METHOD OF PAYMENT:

- Monthly invoices will be submitted commensurate with the level of work completed.
- Principal shall pay invoices upon receipt.

UNSPECIFIED SERVICES: For services outside the scope of services, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified services will be performed upon prior authorization from the Principal.

OVERNIGHT DELIVERY SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express 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.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.

EXHIBIT C HOURLY RATE CHART

HOURLY RATES: The following chart includes the hourly rates that are effective as of the signing of this Agreement. These rates are subject to change annually. Services provided on an hourly basis will be invoiced at the hourly rate effective at the time of service. These rates include all clerical and related expenses.

LABOR CATEGORY	RATE
President / Chairman	\$175 per hour
Vice President	\$175 per hour
Technical Advisor	\$150 per hour
Senior Associate	\$150 per hour
Associate	\$135 per hour

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.

BUSINESS ENTITY DISCLOSURE STATEMENT

CHAPTER ____ OF THE CODE OF THE
TOWNSHIP OF GLOUCESTER

FAIR AND OPEN CONTRACTS

TRIAD ADVISORY SERVICES, INC. (t/a TRIAD ASSOCIATES)

CONTRACTING AGENCY

This Disclosure Statement is required to be filled by a Business Entity pursuant to Chapter ____ of the Code of the Township of Gloucester.

Date of Statement 3/12/2015

Calendar Year 2015

Part I - Vendor Disclosure Statement

The undersigned, being authorized and knowledgeable of the circumstances, does hereby disclose and certify that TRIAD ADVISORY SERVICES (t/a TRIAD ASSOCIATES) has made the following reportable political contributions in the one year period preceding the date of entry into a contract or agreement to provide services to the Township of Gloucester, to any of the named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Gloucester or any campaign fund account known and described as "Super PAC's".

NONE.	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership
Corporation

☒ Corporation

☐ Sole Proprietorship ☐ Subchapter S

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

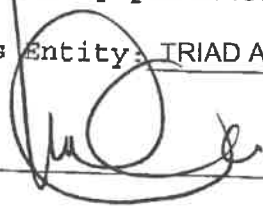
Name of Stock or Shareholder	Home Address
MICHAEL L. ZUMPINO, JR.	324 PATTERSON DRIVE, LANSDALE, PA 19446

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: TRIAD ASSOCIATES

Signature of

Affiant: 

Title: CHAIRMAN / CEO

Printed Name of

Affiant: MICHAEL L. ZUMPINO, JR.

Date: MARCH 12, 2015

Subscribed and sworn before me this 12th
day of March, 2015.



(Witnessed or attested by)

My Commission expires: **MONICA A. WEST**
NOTARY PUBLIC OF NEW JERSEY
ID # 2354281
My Commission Expires 1/19/2017

(Seal)

GOODS, PROFESSIONAL SERVICE AND
GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

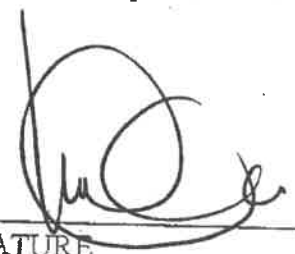
The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contract or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C.17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The

contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

TRIAD ASSOCIATES
COMPANY NAME


SIGNATURE

MARCH 12, 2015
DATE

Certification

6192

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-DEC-2012

to

15-DEC-2019

**TRIAD ADVISORY SERVICES, INC.
1301 WEST FOREST GROVE ROAD
VINELAND NJ 08360**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

PROFESSIONAL SERVICE AGREEMENT

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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.
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20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

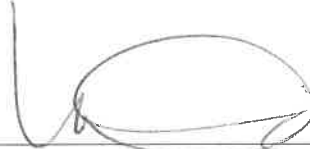
To the Consultant:		To the Principal(s):	
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360		TOWNSHIP OF GLOUCESTER 1261 Chews Landing Road Laurel Springs, NJ 08021 P.O. Box 8 Blackwood, NJ 08012	
Attention:	Michael Zumpino Chairman	Attention:	Thomas Cardis Township Administrator

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.

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

For TRIAD ASSOCIATES

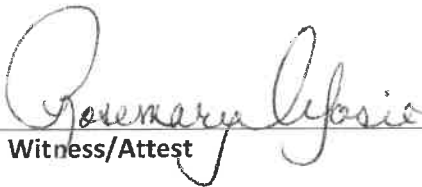

Witness/Attest

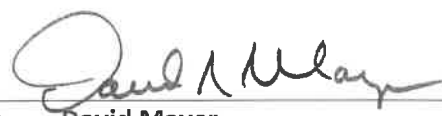

Michael Zumpino
Chairman/CEO

Date:

2/9/16

For TOWNSHIP OF GLOUCESTER


Witness/Attest


By: David Mayer
Mayor

Date:

***State, County or Municipal Governments or Agencies:**

I am the Chief Financial Officer 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

SCOPE OF SERVICES AND COMPENSATION

Attached to and made a part of the Agreement dated January 2, 2016 between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF GLOUCESTER** ("Principal").

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

SCOPE OF SERVICES: This proposal envisions providing a range of support to the Township. The following outline presents our approach for meeting the Township's Economic Development Needs, but is not inclusive of other interests or requests that the Township may have. In other words, we are prepared to address the full range of services and projects as they may extend beyond this suggested Scope of Services, as directed by the Township.

1. **Community and Developer Outreach** – We will continue our work with the Economic Development Corporation and the Mayor's Office to continue our outreach to community interests, developers, and investors to formulate strategies and initiatives to promote new investment and reinvestment in the Township and to foster development and redevelopment. Examples of specific tasks include:
 - Meeting with and outreach to property owners and stakeholders;
 - Meeting with and presentations to community groups and organizations;
 - Assisting in the formalization of marketing materials and protocols;
 - Coordinating and participating in meetings hosted by the Township with prospective developers and business interests;
 - Representing the Township and/or the Economic Development Corporation as directed;
 - Facilitating Familiarization Tours of Township for Developers/Brokers;
 - Ongoing attendance at Economic Development Corporation meetings and meetings with the Mayor's office and/or Township staff;
 - Coordinating developer/business targeting and outreach in coordination with the Township's marketing consultant;
 - Other outreach services and support as directed.
2. **Technical Support** – In addition, Triad will provide technical support for a range of economic development and redevelopment services, including but not limited to the following:
 - Preparing RFPs for selected developers and business interests;
 - Identifying grants and other financing for economic development and supportive services, including streetscape, infrastructure, brownfield cleanup, and other development and redevelopment needs in the interest of securing commitments to locate and/or expand in Gloucester Township and enhance potential development sites;
 - Identifying grants and other financing to serve as inducements for the private sector to eliminate capital costs associated with development opportunities;
 - Assisting the Township in addressing vacant and underutilized properties, promoting lot consolidation, and defining suitable properties for development and redevelopment, particularly

along the Blackhorse Pike, Blackwood, Clementon Road, and other commercial corridors that promote good, adaptive reuses;

- Reviewing project proposals and concepts submitted by developers;
- Assist Township in Financing Strategies for Developer Attraction
- Mapping and site location needs;
- Market research and analysis;
- Providing and/or critiquing media materials and services;
- Working with Township staff to review land use proposals and issues;
- Assessing development impacts including fiscal and economic impacts, stemming from potential development proposals;
- Formulating financing strategies and project implementation timelines;
- Other outreach tasks and supportive services as may be assigned.

COMPENSATION PROPOSAL

We will complete the scope of work contained in this document for **\$33,750.00.*** The breakdown of this fee is outlined by task in the following table.

This fee covers all labor, material, personnel costs, overhead costs and other expenses associated with the delivery of services to Gloucester Township as outlined below.

OUTLINE OF PROPOSED SERVICE(S)	ESTIMATE OF HOURS	ESTIMATE OF FEE
Monthly Meetings with Economic Development Corporation; meeting preparation; and deliverables/follow up	75	\$10,250
Meetings with Mayor's Office and/or other Township Staff and Representatives; and deliverables/follow up	40	\$5,000
Meetings with Prospective Developers and Investors; Meeting Preparation; Deliverables and Follow up	60	\$8,000
Provision of Routine Technical Assistance as outlined in this proposal	50	\$10,500
TOTAL HOURS	225	\$33,750

**Triad Associates will provide these services on an hourly basis for a fee of \$33,750. Monthly invoices will be submitted commensurate with the level of work completed. Where specific deliverables are requested by the Township – for example, the preparation of a grant application – Triad will negotiate a flat fee for those services, which can be subtracted from the overall fee or provided as an “add-on” to the contracted amount shown above.*

HOURLY RATES: The following chart includes the hourly rates that are effective as of the signing of this Agreement. These rates are subject to change annually. Services provided on an hourly basis will be invoiced at the hourly rate effective at the time of service. These rates include all clerical and related expenses.

LABOR CATEGORY	RATE
President / Chairman	\$175 per hour
Vice President	\$175 per hour
Technical Advisor	\$150 per hour
Senior Associate	\$150 per hour
Associate	\$135 per hour

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.

BUSINESS ENTITY DISCLOSURE STATEMENT

CHAPTER 17 OF THE CODE OF THE
TOWNSHIP OF GLOUCESTER.

FAIR AND OPEN CONTRACTS

TRIAD ADVISORY SERVICES (t/a TRIAD ASSOCIATES)

CONTRACTING AGENCY

This Disclosure Statement is required to be filled by a Business Entity pursuant to Chapter 17 of the Code of the Township of Gloucester.

Date of Statement 2016

Calendar Year 2015

Part I - Vendor Disclosure Statement

The undersigned, being authorized and knowledgeable of the circumstances, does hereby disclose and certify that TRIAD ADVISORY SERVICES (t/a TRIAD ASSOCIATES) has made the following reportable political contributions in the one year period preceding the date of entry into a contract or agreement to provide services to the Township of Gloucester, to any of the named candidate committee, joint candidates committee, or political party committee representing the elected officials of the Township of Gloucester or any campaign fund account known and described as "Super PAC's".

NONE.

Part II - Ownership Disclosure Certification

certify that the list below contains the names and home addresses of all persons holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership
☐ Corporation

☒ Corporation

☐ Sole Proprietorship ☐ Subchapter S

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

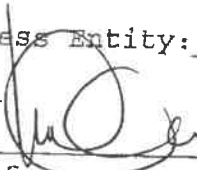
Name of Stock or Shareholder	Home Address
MICHAEL L ZUMPINO, JR	834 PATTERSON DRIVE, LANSDALE, PA 19446

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: TRIAD ASSOCIATES

Signature of

Affiant: 

Title: CHAIRMAN / CEO

Printed Name of

Affiant: MICHAEL L ZUMPINO

Date: FEBRUARY 9, 2016

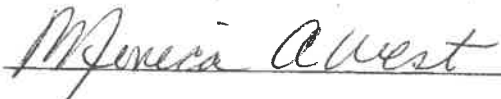
Subscribed and sworn before me this 9th
day of February, 2016.

MONICA A. WEST

NOTARY PUBLIC OF NEW JERSEY

ID # 2354281

My Commission Expires 1/19/2017



(Witnessed or attested by)

(Seal)

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to

assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj/treasury/contract compliance](http://www.state.nj/treasury/contract%20compliance))

Company TRIAD ASSOCIATES

Signature: 

Print Name: MICHAEL L ZUMPINO

Title: CHAIRMAN / CEO

Date: FEBRUARY 9, 2016

08/25/08

Taxpayer Identification# 232-150-310/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

TRIAD ADVISORY SERVICES, INC.

ADDRESS:

1301 W FOREST GROVE RD STE 3
VINELAND NJ 08360-1501

EFFECTIVE DATE:

03/14/90

TRADE NAME:

TRIAD ASSOCIATES

SEQUENCE NUMBER:

0089810

ISSUANCE DATE:

08/25/08



Director
New Jersey Division of Revenue

FORM-BRC

(04-08) 02058-0V

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

Certification 6192

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-DEC-2012

to

15-DEC-2019

TRIAD ADVISORY SERVICES, INC.
1301 WEST FOREST GROVE ROAD
VINELAND NJ 08360



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 1, 2017 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **TOWNSHIP OF GLOUCESTER**, 1261 Chews Landing Road, Laurel Springs, New Jersey 08021 and P.O. Box 8, Blackwood, NJ 08012 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, 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. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
18. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
19. 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.
20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. 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		TOWNSHIP OF GLOUCESTER 1261 Chews Landing Road Laurel Springs, NJ 08021 P.O. Box 8 Blackwood, NJ 08012	
Attention:	Michael Zumpino Chairman/CEO	Attention:	Thomas Cardis Township 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.

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

For **TRIAD ASSOCIATES**



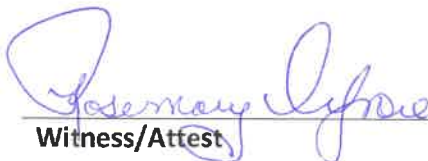
Witness/Attest



Michael Zumpino
Chairman/CEO

Date: January 9, 2017

For **TOWNSHIP OF GLOUCESTER**



Witness/Attest



By: David Mayer
Mayor

Date: 1/24/17

***State, County or Municipal Governments or Agencies:**

I am the Chief Financial Officer 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

DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated January 1, 2017 between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF GLOUCESTER** ("Principal").

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

DESCRIPTION OF THE PROJECT: Grants and Community Development Block Grant Consultant Services 2017

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following activities:

I. GENERAL ADMINISTRATION – CONSULTANT SERVICES

- A. Consultant agrees to provide general assistance and recommendations to the Township and its administrative agents in matters relating to the administration and execution of its Community Development Block Grant, HOME Programs and Economic Development/Planning Grants, as well as other CDBG related programs, including the Housing Rehabilitation Programs, the Public Facilities Program, staff training, internal project file monitoring, CHDO Project planning, implementation services and project activity support.

This may include Subgrantee Agreement preparation, IDIS Project Set-up, internal project file set-up and monitoring, and project activity support to the Township for the Community Development Block Grant Program and the following grants and programs:

1. Gloucester Township Housing Rehabilitation Program Implementation
 2. Commercial Facade Improvement Program Implementation
 3. Public Facility Program Implementation and Davis Bacon Labor Compliance
 4. Public Service Grant Implementation
 5. Other regional, state or federal programs, serving and supporting CDBG/HOME goals and Objectives
- B. Consultant to provide staff to be on-site at the Gloucester Township Grants Office a minimum of one afternoon per week for program implementation included in I.A.1-5. and to:
1. Ensure compliance with eligibility documentation in accordance with HUD regulations for funded projects, including National Objective determinations.
 2. Prepare all files for Department of Housing & Urban Development program monitoring of CDBG & HOME projects, including the Housing Rehabilitation Loan Program
 3. Update the IDIS system to ensure all projects include required activity descriptions, locations and beneficiaries. Note: Township to provide staff to complete IDIS Drawdowns.
 4. Provide assistance in preparing written procedures manual outlining implementation procedures for submittal to HUD at project monitoring
 5. Provide assistance in the preparations of a system of reporting and recordkeeping that includes the periodic updating of data in the IDIS and the establishment and maintenance of

activity records sufficient to demonstrate that each activity meets the regulatory requirements of the CDBG programs.

II. 2017 ANNUAL ACTION PLAN

Triad will prepare the 2017 Annual Action Plan consisting of the following information, to be submitted in IDIS, per the eCon Planning Suite regulations.

1. Setup
2. Process
3. Strategic Plan
4. Annual Action Plan

III. ENVIRONMENTAL REVIEW RECORD

Triad Associates will prepare an Environmental Review Record for the community acceptable for HUD approval and release of Community Development Program funds.

The Environmental Review Record will include, as applicable:

- A. A description of the project to which it relates
- B. Documentation showing each step in the Environmental Review process as follows:
 1. Determination of existing conditions;
 2. Identification of environmental impacts;
 3. Examination of identified impacts;
 4. Consideration of project modification;
 5. Consideration of alternative projects;
- C. Documentation that the findings have been made and are supported by the Environmental Review Record.
- D. Documentation that the required steps in the Environmental Review process has been followed
- E. Description of the existing environmental conditions
- F. A copy of the publication of Notice of Request for Release of Funds.
- G. A copy of the Request for Release of Funds.
- H. The Consultant may meet with the community's Certifying Officer to review the Environmental Review Record prior to Certifying Officer executing the Environmental Certification

IV. 2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

The Consultant shall prepare the Consolidated Annual Performance and Evaluation Report (CAPER) for the community acceptable for HUD approval. The CAPER to be submitted in IDIS, per the eCon Planning Suite regulations and include the following:

A. General

1. Executive Summary
2. General Questions
3. Managing the Process
4. Citizen Participation
5. Institutional Structure
6. Monitoring
7. Lead-based Paint

B. Housing

1. Housing Needs
2. Specific Housing Objectives
3. Public Housing Strategy.

- 4. Barriers to Affordable Housing
- 5. HOME Program
- C. **Homeless**
 - 1. Homeless Needs
 - 2. Specific Prevention Elements
- D. **Non-Homeless Special Needs Housing**
 - 1. Non-Homeless Special Needs
- E. **Community Development**
 - 1. Community Development
 - 2. Antipoverty Strategy

V. PROGRAM INCOME DOCUMENTATION

- A. Provide Assistance with documentation of use of Program Income in accordance with HUD Regulations.

VI. PUBLIC NOTICE DOCUMENTATION

- A. Provide Assistance with compliance with public notice documentation in accordance with HUD Regulations.

VII. HUD PROJECT MONITORING

- A. Provide assistance in preparation for and attend HUD Project Monitoring
- B. Assist with preparation of responses, as needed, to Finding and Concerns noted in HUD Project Monitoring

VIII. HOUSING REHABILITATION PROGRAM IMPLEMENTATION

Provide implementation services for the Township CDBG-funded Housing Rehabilitation Program, including technical support and assistance for the overall management, Implementation and coordination of the program. This includes project file set-up, forms and contract review, application intake and processing procedures, file maintenance, eligibility criteria, etc. The required technical services include, but may not be limited to:

- A. Administration in connection with daily operation of the Housing Rehabilitation Program including:
 - 1. Process owner applications on existing log and if necessary, utilize extensive and existing homeowner waiting lists;
 - 2. Provision for review and screening of owner applications relative to compliance with basic program requirements of HUD as authorized by HUD guidelines and included in the Housing Rehabilitation Program Manuals;
 - 3. Provision for scheduling initial inspection to identify building, electric and plumbing code violations, and health and safety conditions requiring repair (inspection to be conducted by outside contractor);
 - 4. Preparation of work write-up for each task including an estimate of the required amount for each task, total rehab cost and bid bracket (work write-up to be prepared by outside contractor);
 - 5. Notification to owners and local construction officials of detailed work write-up without cost information;
 - 6. Notifications to contractors of rehabilitation program requirements including bidding, contract award, preconstruction, work write-up and City payment procedures;

7. Public solicitation of contractor bids (either grouped or individually) for work;
 8. Selection of contractor by homeowner and execution of all necessary agreements and financing documents with owners related to Housing Rehabilitation Program Funding;
 9. Assisting applicants in arranging additional financing, if applicable;
 10. Provisions for periodic inspection for construction work and monitoring of program requirements, control and documentation of contract change orders, scheduling and completion of the final inspection, and case record completion;
 11. Ability to comply with the requirements set forth in any pending United States Department of Housing and Urban Development Lead-Based Paint Guidelines (Lead Inspections conducted by outside contractor);
 12. Section 106 Historic Preservation Review Paperwork and conformance with Landmarks Commission and other local, State and County Regulations.
 13. File mortgage on project
 14. Preparation of Subordination Agreements for Mortgages
 15. Process Repayment of Loans, including receipt of Program Income onto IDIS system
- B. Preparation of all applicable documents supported by housing inspections and warranties as required by the Township;
- C. Maintain data and records for semi-annual Contractor and Subcontractor Activity Report required by HUD; and

Resolution of Disputes

There may be instances when the work items to be completed or the quality of workmanship on a housing rehab project are deemed unacceptable by the property owner and so documented in writing. In such situations, it is the responsibility of the Project Coordinator, Program Director, Housing Rehabilitation Inspector and Code Enforcement Officer to review the complaint and advise the property owner as to the reasons for any decision on how the issue is to be addressed. Triad Associates has the expertise to guide these various officials through this process and to facilitate any needed negotiation and resolution. Our team is thoroughly versed in the resolution process and where such cases arise, will work closely with Gloucester Township staff to secure satisfactory results.

TIME OF PERFORMANCE

All services of the Consultant shall be completed in accordance with timing requirements of the program and the directives of HUD. The period of this contract will be twelve (12) months from January 1, 2017 to December 31, 2017.

DATA TO BE FURNISHED TO THE CONSULTANT

The Township shall provide the Consultant with information and documentation which 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 analysis; codes and ordinances, environmental assessment' property appraisals; capital improvement and other development plans and programs; data on housing condition; and current community development activities, maps, correspondence and other pertinent materials.

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 1, 2017 between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF GLOUCESTER** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: Principal shall provide compensation of \$70,000.00 for services provided in accordance with proposed Scope of Services as follows:

I. General Administration & Program Implementation	
a. General Admin	\$15000
b. Program Implementation	\$15000
II. 2017 Annual Action Plan	\$4,500
III. 2017 Environmental Review Record	\$4,000
IV. 2016 Consolidated Annual Performance and Evaluation Report	\$3,500
V. Program Income Documentation.....	Included in I.a.
VI. Public Notice Documentation	Included in I.a.
VII. HUD Project Monitoring.....	Included in I.a.
VIII. Housing Rehabilitation Program Implementation (Note - 8 Cases)	\$28,000
Total.....	\$70,000

METHOD OF PAYMENT:

- Monthly invoices will be submitted commensurate with the level of work completed.
- Principal shall pay invoices upon receipt.

UNSPECIFIED SERVICES: For services outside the scope of services, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified services will be performed upon prior authorization from the Principal.

OVERNIGHT DELIVERY SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express 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.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.

EXHIBIT C HOURLY RATE CHART

HOURLY RATES: The following chart includes the hourly rates that are effective as of the signing of this Agreement. These rates are subject to change annually. Services provided on an hourly basis will be invoiced at the hourly rate effective at the time of service. These rates include all clerical and related expenses.

STAFF CATEGORY	RATE
Principal (<i>Chairman/President/Vice President</i>)	\$175 per hour
Technical Advisor	\$150 per hour
Senior Associate	\$150 per hour
Associate	\$135 per hour
Junior Associate	\$100 per hour

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.

BUSINESS ENTITY DISCLOSURE STATEMENT

CHAPTER 17 OF THE CODE OF THE
TOWNSHIP OF GLOUCESTER.

FAIR AND OPEN CONTRACTS

TRIAD ADVISORY SERVICES (t/a TRIAD ASSOCIATES)

CONTRACTING AGENCY

This Disclosure Statement is required to be filled by a Business Entity pursuant to Chapter 17 of the Code of the Township of Gloucester.

Date of Statement 2017

Calendar Year 2016

Part I - Vendor Disclosure Statement

The undersigned, being authorized and knowledgeable of the circumstances, does hereby disclose and certify that TRIAD ADVISORY SERVICES (t/a TRIAD ASSOCIATES) has made the following reportable political contributions in the one year period preceding the date of entry into a contract or agreement to provide services to the Township of Gloucester, to any of the named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Gloucester or any campaign fund account known and described as "Super PAC's".

NONE.

Part II - Ownership Disclosure Certification

certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership
☐ Corporation

☒ Corporation

☐ Sole Proprietorship ☐ Subchapter S

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

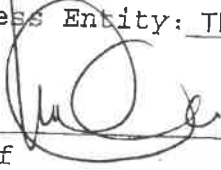
Name of Stock or Shareholder	Home Address
MICHAEL L ZUMPINO, JR	834 PATTERSON DRIVE, LANSDALE, PA 19446

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: TRIAD ASSOCIATES

Signature of

Affiant: 

Title: CHAIRMAN / CEO

Printed Name of

Affiant: MICHAEL L ZUMPINO

Date: JANUARY 16, 2017

Subscribed and sworn before me this 16th
day of January, 2017



(Witnessed or attested by)

My Commission expires MONICA A. WEST
NOTARY PUBLIC OF NEW JERSEY
ID # 2354281
My Commission Expires 1/19/2017

(Seal)

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to

assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

1. Letter of Federal Affirmative Action Plan Approval

2. Certificate of Employee Information Report

3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj/treasury/contract_compliance)

Company TRIAD ASSOCIATES

Signature: 

Print Name: MICHAEL L ZUMPINO

Title: CHAIRMAN / CEO

Date: JANUARY 16, 2017

Certification

6192

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-DEC-2012

to

15-DEC-2019

TRIAD ADVISORY SERVICES, INC.
1301 WEST FOREST GROVE ROAD
VINELAND NJ 08360



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff'.

Andrew P. Sidamon-Eristoff
State Treasurer

08/25/08

Taxpayer Identification# 232-150-310/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

TRIAD ADVISORY SERVICES, INC.

TRADE NAME:

TRIAD ASSOCIATES

ADDRESS:

1301 W FOREST GROVE RD STE 3
VINELAND NJ 08360-1501

SEQUENCE NUMBER:

0089810

EFFECTIVE DATE:

03/14/90

ISSUANCE DATE:

08/25/08



Director
New Jersey Division of Revenue

FORM-BRC

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

(04-00) D205840V

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 1, 2018 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **TOWNSHIP OF GLOUCESTER**, 1261 Chews Landing Road, Laurel Springs, New Jersey 08021 and P.O. Box 8, Blackwood, NJ 08012 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, 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. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
18. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
19. 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.
20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. 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		TOWNSHIP OF GLOUCESTER 1261 Chews Landing Road Laurel Springs, NJ 08021 P.O. Box 8 Blackwood, NJ 08012	
Attention:	Michael Zumpino Chairman/CEO	Attention:	Thomas Cardis Township 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.

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

For **TRIAD ASSOCIATES**



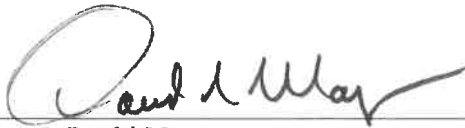
Michael Zumpino
Chairman/CEO

Date: **January 9, 2018**



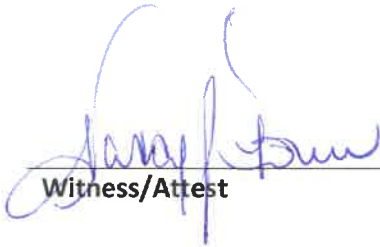
Monica Marini
Witness/Attest

For **TOWNSHIP OF GLOUCESTER**



By: **David Mayer**
Mayor

Date: **3/1/18**



David Mayer
Witness/Attest

***State, County or Municipal Governments or Agencies:**

I am the Chief Financial Officer 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

DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated January 1, 2018 between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF GLOUCESTER** ("Principal").

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

DESCRIPTION OF THE PROJECT: Grants and Community Development Block Grant Consultant Services 2018

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following tasks:

I. GENERAL ADMINISTRATION – CONSULTANT SERVICES

- A. Consultant agrees to provide general assistance and recommendations to the Township and its administrative agents in matters relating to the administration and execution of its Community Development Block Grant, HOME Programs and Economic Development/Planning Grants, as well as other CDBG related programs, including the Housing Rehabilitation Programs, the Public Facilities Program, staff training, internal project file monitoring, CHDO Project planning, implementation services and project activity support.

This may include Subgrantee Agreement preparation, IDIS Project Set-up, internal project file set-up and monitoring, and project activity support to the Township for the Community Development Block Grant Program and the following grants and programs:

1. Gloucester Township Housing Rehabilitation Program Implementation;
 2. Commercial Facade Improvement Program Implementation;
 3. Public Facility Program Implementation and Davis Bacon Labor Compliance;
 4. Public Service Grant Implementation;
 5. Other regional, state or federal programs, serving and supporting CDBG/HOME goals and Objectives. Triad has considerable experience working with NJ DCA, US HUD and other State and Federal Programs that can support the work of the Township.
- B. Consultant to provide staff to be on-site at the Gloucester Township Grants Office a minimum of one afternoon per week for program implementation included in I.A.1-5. and to:
1. Ensure compliance with eligibility documentation in accordance with HUD regulations for funded projects, including National Objective determinations;
 2. Prepare all files for Department of Housing & Urban Development program monitoring of CDBG projects, including the Housing Rehabilitation Loan Program;
 3. Update the IDIS system to ensure all projects include required activity descriptions, locations and beneficiaries. Note: Township to provide staff to complete IDIS Drawdowns;
 4. Provide assistance in preparing written procedures manual outlining implementation procedures for submittal to HUD at project monitoring;
 5. Provide assistance in the preparations of a system of reporting and recordkeeping that includes the periodic updating of data in the IDIS and the establishment and maintenance of

activity records sufficient to demonstrate that each activity meets the regulatory requirements of the CDBG programs.

II. 2018 ANNUAL ACTION PLAN

Triad will prepare the 2018 Annual Action Plan consisting of the following information, to be submitted in IDIS, per the eCon Planning Suite regulations.

1. Expected Resources - a description of how state, local and private funding will be leveraged with CDBG and HOME funds, including how match requirements will be met, during the program year.
2. Annual Goals and Objectives – enumeration of the specific outcomes expected during the program year.
3. Projects – a listing of the annual projects and reasons for allocation priorities.
4. Geographic Distribution – a description of the basis for allocating investments geographically within the City of Chester.
5. Affordable Housing – a description of the types and amounts of affordable housing activities to be undertaken during the program year.
6. Public Housing – discussion of the actions planned during the program year to address public housing needs and to encourage public housing residents to become more involved in management and participate in homeownership.
7. Homeless and Other Special Needs Activities – a discussion of Chester’s one-year goals for reducing and ending homelessness.
8. Barriers to Affordable Housing - a description of the activities planned to remove or ameliorate negative effects of public policy that are barriers to affordable housing.
9. Other Actions – Actions planned to address the overall mission of the Community Development Program, including addressing obstacles to meeting underserved needs, fostering and maintaining affordable housing, reducing lead-paint hazards, developing institutional structure and reducing the number of poverty level families.
10. Program Specific Requirements – Assurances of compliance with requirements that are specific to the CDBG, HOME and ESG programs.

III. ENVIRONMENTAL REVIEW RECORD

Triad Associates will prepare an Environmental Review Record for the community acceptable for HUD approval and release of Community Development Program funds.

The Environmental Review Record will include, as applicable:

- A. A description of the project to which it relates
- B. Documentation showing each step in the Environmental Review process as follows:
 1. Determination of existing conditions;
 2. Identification of environmental impacts;
 3. Examination of identified impacts;
 4. Consideration of project modification;
 5. Consideration of alternative projects;
- C. Documentation that the findings have been made and are supported by the Environmental Review Record.
- D. Documentation that the required steps in the Environmental Review process has been followed
- E. Description of the existing environmental conditions

- F. A copy of the publication of Notice of Request for Release of Funds.
- G. A copy of the Request for Release of Funds.
- H. The Consultant may meet with the community's Certifying Officer to review the Environmental Review Record prior to Certifying Officer executing the Environmental Certification

IV. 2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

The Consultant shall prepare the Consolidated Annual Performance and Evaluation Report (CAPER) for the community acceptable for HUD approval. The CAPER to be submitted in IDIS, per the eCon Planning Suite regulations and include the following:

1. Goals and Outcomes
2. Racial and Ethnic Composition of (Persons/Households/Families) Assisted
3. Resources and Investments
4. Affordable Housing
5. Homeless and Other Special Needs
6. Public Housing
7. Other Actions
8. Monitoring
9. CDBG-specific questions

V. PROGRAM INCOME DOCUMENTATION

- A. Provide Assistance with documentation of use of Program Income in accordance with HUD Regulations.

VI. PUBLIC NOTICE DOCUMENTATION

- A. Provide Assistance with compliance with public notice documentation in accordance with HUD Regulations.

VII. HUD PROJECT MONITORING

- A. Provide assistance in preparation for and attend HUD Project Monitoring
- B. Assist with preparation of responses, as needed, to Finding and Concerns noted in HUD Project Monitoring

VIII. HOUSING REHABILITATION PROGRAM IMPLEMENTATION

Provide implementation services for the Township CDBG-funded Housing Rehabilitation Program, including technical support and assistance for the overall management, Implementation and coordination of the program. This includes project file set-up, forms and contract review, application intake and processing procedures, file maintenance, eligibility criteria, etc. The required technical services include, but may not be limited to:

- A. Administration in connection with daily operation of the Housing Rehabilitation Program including:
 1. Process owner applications on existing log and if necessary, utilize extensive and existing homeowner waiting lists;
 2. Provision for review and screening of owner applications relative to compliance with basic program requirements of HUD as authorized by HUD guidelines and included in the Housing Rehabilitation Program Manuals;

3. Provision for scheduling initial inspection to identify building, electric and plumbing code violations, and health and safety conditions requiring repair (inspection to be conducted by outside contractor);
4. Preparation of work write-up for each task including an estimate of the required amount for each task, total rehab cost and bid bracket (work write-up to be prepared by outside contractor);
5. Notification to owners and local construction officials of detailed work write-up without cost information;
6. Notifications to contractors of rehabilitation program requirements including bidding, contract award, preconstruction, work write-up and City payment procedures;
7. Public solicitation of contractor bids (either grouped or individually) for work;
8. Selection of contractor by homeowner and execution of all necessary agreements and financing documents with owners related to Housing Rehabilitation Program Funding;
9. Assisting applicants in arranging additional financing, if applicable;
10. Provisions for periodic inspection for construction work and monitoring of program requirements, control and documentation of contract change orders, scheduling and completion of the final inspection, and case record completion;
11. Ability to comply with the requirements set forth in any pending United States Department of Housing and Urban Development Lead-Based Paint Guidelines (Lead Inspections conducted by outside contractor);
12. Section 106 Historic Preservation Review Paperwork and conformance with Landmarks Commission and other local, State and County Regulations.
13. File mortgage on project
14. Preparation of Subordination Agreements for Mortgages
15. Process Repayment of Loans, including receipt of Program Income onto IDIS system
- B. Preparation of all applicable documents supported by housing inspections and warranties as required by the Township;
- C. Maintain data and records for semi-annual Contractor and Subcontractor Activity Report required by HUD; and

Resolution of Disputes

There may be instances when the work items to be completed or the quality of workmanship on a housing rehab project are deemed unacceptable by the property owner and so documented in writing. In such situations, it is the responsibility of the Project Coordinator, Program Director, Housing Rehabilitation Inspector and Code Enforcement Officer to review the complaint and advise the property owner as to the reasons for any decision on how the issue is to be addressed. Triad Associates has the expertise to guide these various officials through this process and to facilitate any needed negotiation and resolution. Our team is thoroughly versed in the resolution process and where such cases arise, will work closely with Gloucester Township staff to secure satisfactory results.

TIME OF PERFORMANCE

All services of the Consultant shall be completed in accordance with timing requirements of the program and the directives of HUD. The period of this contract will be twelve (12) months from January 1, 2018 to December 31, 2018.

DATA TO BE FURNISHED TO THE CONSULTANT

The Township shall provide the Consultant with information and documentation which 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 analysis; codes and ordinances, environmental assessments property appraisals; capital improvement and other development plans and programs; data on housing condition; and current community development activities, maps, correspondence and other pertinent materials.

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Attached to and made a part of the Agreement dated January 1, 2018 between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF GLOUCESTER** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: Principal shall provide compensation of \$70,000.00 for services provided in accordance with proposed Scope of Services as follows:

I.	General Administration & Program Implementation	
a.	General Admin, including Economic Development Services.....	\$36,000
b.	Program Implementation for CDBG grants other than housing rehab	\$2,500
II.	2018 Annual Action Plan	\$4,500
III.	2018 Environmental Review Record	\$4,000
IV.	2017 Consolidated Annual Performance and Evaluation Report	\$3,500
V.	Program Income Documentation.....	Included in VIII
VI.	Public Notice Documentation	Included in I. a.
VII.	HUD Project Monitoring.....	Included in I. a.
VIII.	Housing Rehabilitation Program Implementation	\$25,000
	Total.....	\$75,500

METHOD OF PAYMENT:

- Monthly invoices will be submitted commensurate with the level of work completed.
- Principal shall pay invoices upon receipt.

UNSPECIFIED SERVICES: For services outside the scope of services, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified services will be performed upon prior authorization from the Principal.

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COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.

EXHIBIT C HOURLY RATE CHART

HOURLY RATES: The following chart includes the hourly rates that are effective as of the signing of this Agreement. These rates are subject to change annually. Services provided on an hourly basis will be invoiced at the hourly rate effective at the time of service. These rates include all clerical and related expenses.

STAFF CATEGORY	RATE
Principal (<i>Chairman/President/Vice President</i>)	\$175 per hour
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Associate	\$135 per hour
Junior Associate	\$100 per hour

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.

BUSINESS ENTITY DISCLOSURE STATEMENT

CHAPTER 17 OF THE CODE OF THE

TOWNSHIP OF GLOUCESTER

FAIR AND OPEN CONTRACTS

TRIAD ADVISORY SERVICES (t/a TRIAD ASSOCIATES)

CONTRACTING AGENCY

This Disclosure Statement is required to be filled by a Business Entity pursuant to Chapter 17 of the Code of the Township of Gloucester.

Date of Statement ~~2016~~ 2018

Calendar Year ~~2015~~ 2017

Part I - Vendor Disclosure Statement

The undersigned, being authorized and knowledgeable of the circumstances, does hereby disclose and certify that TRIAD ADVISORY SERVICES (t/a TRIAD ASSOCIATES) has made the following reportable political contributions in the one year period preceding the date of entry into a contract or agreement to provide services to the Township of Gloucester, to any of the named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Gloucester or any campaign fund account known and described as "Super PAC's".

NONE.

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership
☐ Corporation

☒ Corporation

☐ Sole Proprietorship ☐ Subchapter S

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

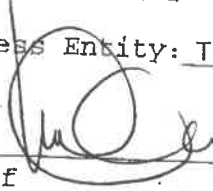
Name of Stock or Shareholder	Home Address
MICHAEL L ZUMPINO, JR	834 PATTERSON DRIVE, LANSDALE, PA 19446

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: TRIAD ASSOCIATES

Signature of

Affiant: 

Title: CHAIRMAN / CEO

Printed Name of

Affiant: MICHAEL L ZUMPINO

Date: JANUARY 9, 2018

Subscribed and sworn before me this 9th
day of January, 2018



(Witnessed or attested by)

My Commission expires

MONICA A. MORRIS
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50051241
My Commission Expires 12/16/2021

(Seal)

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to

assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj/treasury/contract_compliance)

Company TRIAD ASSOCIATES

Signature: 

Print Name: MICHAEL L ZUMPINO

Title: CHAIRMAN / CEO

Date: JANUARY 9, 2018

08/25/08

Taxpayer Identification# 232-150-310/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
TRIAD ADVISORY SERVICES, INC.

ADDRESS:
1301 W FOREST GROVE RD STE 3
VINELAND NJ 08360-1501

EFFECTIVE DATE:

03/14/90

TRADE NAME:
TRIAD ASSOCIATES

SEQUENCE NUMBER:

0089810

ISSUANCE DATE:

08/25/08



Director
New Jersey Division of Revenue

FORM-BRC

(04-08) D203840V

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