BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA ● MAY 21, 2020

Regular Meeting	**Maple Place School**	**7:00 PM**

2 Maple Place, Oceanport, NJ 07757

I. Call to Order

II. Statement of Compliance with Open Public Meetings Act: *This meeting complies with the Open Public Meetings Act by notification on January 6, 2020 this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.*

This meeting complies with the Open Public Meetings Act by notification on March 31, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.

Due to security concerns registration for this meeting is required in order to participate. Register from the Borough website at www.oceanportboro.com “Click Here to REGISTER…” This meeting is also being broadcast on Verizon FiOS Channel 28. The public will be muted upon entry to the meeting but will be able to participate during public portions of the meeting by using one of the following options:

- Submit text comments through the web-based application to be read out loud during the live-stream public portions of the meeting.
- Use the “Raise Your Hand” icon to be acknowledged for an opportunity to speak
- Email your question/comments to public.comments@oceanportboro.com
- Call the Borough’s Public Comments Line # 732-272-8337 that is answered only during the live-stream. Callers’ information will be taken and called back for their designated time to speak allowing the caller to be put on speaker and enter his or her comment on the record.

III. Flag Salute

IV. Invocation

V. Roll Call

VI. GUEST: FMERA Staff Monthly Update

VII. Administrators Report

VIII. Clerk's Report

IX. Consent Agenda

#2020-126 1. Resolution authorizing payment of BILL LIST 05-21-2020
#2020-127 2. Resolution authorizing participation in the County CDBG Program
#2020-128 3. Resolution authorizing grass cutting services through State Contract
#2020-129 4. Resolution authorizing Tax Sale Redemption #19-00008
#2020-130 5. Resolution authorizing Tax Sale Redemption #17-00021

X. Minutes

1. Workshop Minutes, April 2, 2020
2. Special Meeting Minutes, April 13, 2020

XI. Resolutions

#2020-131 Resolution authorizing mailing of 3rd QTR Estimated Tax Bills

#2020-132 Resolution approving the Borough's Home Improvement Program

#2020-133 Resolution authorizing purchase of radio tower equipment for the police department

#2020-134 Resolution authorizing contract to remove & relocate police radio equipment

XII. 2020 Municipal & Capital Budget

#2020-135 Resolution authorizing an emergency temporary appropriation

#2020-136 Resolution Approving Introduction of the 2020 Municipal Budget

Ordinance Establishing a CAP Bank for CY2020

2020 Capital Bond Ordinance

XIII. Second Reading Ordinances

#1024 2nd Reading and PUBLIC HEARING of Ordinance Adopting Redevelopment Plan for Squier Hall

XIV. Committee Reports

1. Councilman Deerin, Parks and Recreation

- Movie in the Park

2. Councilman Gallo, Public Works and Engineering

2020 CDBG Grant for Wolf Hill Ave

3. Councilman Keeshen, Public Safety
4. Councilman O'Brien, Finance and Administration
5. Councilman Tvrdik, Planning and Development Liaison
6. Councilwoman Walker, Health and Human Services Liaison

XV. Mayor Coffey's Report

XVI. Petitions from the public

XVII. Adjournment

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST FOR MAY 21, 2020

Resolution #2020-126
05/21/20

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of May 21, 2020.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated May 21, 2020 totaling $169,221.07.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds are available for the purpose stated herein.

Catherine D. LaPorta

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-126 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

____
JEANNE SMITH, RMC
BOROUGH CLERK

BOROUGH OF OCEANPORT
BILL LIST

PAYEE	21-May-20 AMOUNT	
PAYROLL ACCOUNT	$106,390.82	10TH PAY
CAPITAL TRUST TOTAL	$10,875.95	
DOG REGISTRY TOTAL	$13.80	
TRUST OTHER TOTAL	$0.00	
ESCROW TRUST TOTAL	$10,481.75	
OPEN SPACE TRUST TOTAL	$1,500.00	
SUI	$0.00	
UCC TRUST	$148.12	
2019 VOUCHERS PAID THIS MEETING	$0.00	
2020 VOUCHERS PAID THIS MEETING	$39,810.63	
TOTAL	**$169,221.07**	

I CERTIFY THAT THE ABOVE ITEMS ARE TRUE AND CORRECT AS PRESENTED TO THE MAYOR AND COUNCIL FOR PAYMENT

Donna M. Phelps

List of Bills - (All Funds)

9.1.a

Vendor		Description	Payment	Check Total
		Current Fund		
1009 - **ADP, INC**	PO 5798	PAYROLL SERVICES - THROUGH 04/29/20	250.80	**250.80**
1658 - **AMAZON CAPITAL SERVICES, INC**	PO 5683	FLAG CASE	99.49	**99.49**
1023 - **ATLANTIC PRINTING&GRAPHICS LLC**	PO 5813	MAY/JUNE 2020 BULLETIN	1,619.15	**1,619.15**
1040 - **BROWN'S HEATING & COOLING INC**	PO 5743	FILTER MAINTENANCE - TRAILER	16.00	**16.00**
1044 - **CAROL SMITH**	PO 5807	CELL PHONE REIMBURSEMENT 1ST QUARTER 202	45.00	**45.00**
1054 - **CITY OF LONG BRANCH**	PO 5467	GASOLINE & DIESEL - FEB 2020	3,589.01	
	PO 5715	GASOLINE & DIESEL MARCH 2020	3,208.61	**6,797.62**
1058 - **COMCAST * DPW**	PO 5810	DPW INTERNET/PHONE - 05/08-06/07/2020	254.39	**254.39**
1446 - **DIRECT ENERGY BUSINES**	PO 5779	282 BARKER & 900 MURPHY 03/19-04/17/2020	361.01	**361.01**
1109 - **FMERA**	PO 5801	STREET LIGHTS ROUTE 537 04/01-04/30/202	273.26	
	PO 5802	282 HILDRETH WATER & ELECTRIC - 04/01-04	988.91	
	PO 5803	BLDG 901 TRAILER ELECTRIC 01/02-05/01/20	97.07	
	PO 5804	BLDG 900 ELECTRIC 04/01-04/30//2020	458.06	**1,817.30**
1649 - **INTRON TECHNOLOGY, LLC**	PO 5819	IT Managed Services	2,258.23	**2,258.23**
1685 - **JANITOR SUPPLY CORP**	PO 5261	BLACK BAGS & TOILET PAPER	463.52	
	PO 5737	SUPPLIES	729.00	
	PO 5744	HAND SANITIZER/AEROSOL SPRAY	308.28	**1,500.80**
1153 - **JERSEY CENTRAL POWER & LIGHT**	PO 5783	STREET LIGHTING JCPL #007 - 03/18-04/17/	4,814.48	**4,814.48**
1154 - **JOANNE HUNT**	PO 5805	CELL PHONE REIMBURSEMENT 1ST QUARTER 202	45.00	**45.00**
1182 - **LAURA McCRAE**	PO 5823	MAY/JUNE 2020 BULLETIN	425.00	**425.00**
1196 - **MAURO BALDANZA**	PO 5778	AIR PRESSURE REGULATOR & ACCESSORY	48.46	**48.46**
1197 - **MAX LOPEZ**	PO 5806	CELL PHONE REIMBURSEMENT 1ST QUARTER 202	45.00	**45.00**
1220 - **MONMOUTH COUNTY PUBLIC WORKS**	PO 5735	SERVICE TO 38-90	78.98	**78.98**
1245 - **NJ AMERICAN WATER CO**	PO 5781	HYDTS 03/25-04/24/2020	6,256.00	**6,256.00**
1248 - **NJ LEAGUE OF MUNICIPALITIES**	PO 5816	NJ Municipalities Magazine	225.00	**225.00**
1283 - **POWER DMS INC**	PO 5718	Power DMS 2020 service agreement	2,815.25	**2,815.25**
1292 - **R & J CONTROL INC.**	PO 5764	MAINTENANCE AT 433 MYRTLE 4/16/20	1,162.22	**1,162.22**
1554 - **RICHARD ARLT**	PO 5808	CELL PHONE REIMBURSEMENT 1ST QUARTER 202	45.00	**45.00**
1334 - **STAVOLA ASPHALT COMPANY, INC**	PO 5734	ASPHALT	147.51	
	PO 5739	POT HOLE FILL	161.05	**308.56**
1344 - **TD BANK WEALTH MANAGEMENT**	PO 5793	MCIA LOAN PAYMENT, SERIES 2011	2,340.07	**2,340.07**
1346 - **THE ARNETTE LAW FIRM LLC**	PO 5812	BOROUGH ATTORNEY FEES - APRIL 2020	5,618.75	**5,618.75**
1388 - **VERIZON WIRELESS**	PO 5799	POLICE AIR CARDS - 04/27-05/26/2020	366.18	
	PO 5829	FIRST AID AIR CARDS - 04/24-05/23/2020	70.02	**436.20**
1559 - **Verizon Wireless**	PO 5809	UCC AIR CARD 05/02-06/01/2020	88.86	**88.86**
1389 - **VERIZON WIRELESS (OEM)**	PO 5794	OEM AIR CARD 05/02-06/01/2020	38.01	**38.01**
		Capital Fund		
1708 - **IAMELLO ARCHITECHTURAL STUDIO LLC**	PO 5792	OWNER'S REP MUNI COMPLEX - 03/25-04/30/2	1,485.00	**1,485.00**
1195 - **MASER CONSULTING, P.A.**	PO 5815	MAIN STREET ENGINEERING CERTIFICATION RE	2,723.75	**2,723.75**
1710 - **ROOF GROUP CONSULTANTS**	PO 5360	MUNICIPAL COMPLEX ROOF ANALYSIS	750.00	**750.00**
1347 - **THE GOLDSTEIN PARTNERSHIP**	PO 5782	ARCHITECTURAL SERVICES APRIL 2020	5,917.20	**5,917.20**
		DOG TRUST FUND		
1367 - **TREASURER:STATE OF NJ HEALTH**	PO 5814	Monthly State Report	13.80	**13.80**
		OPEN SPACE TRUST		
1129 - **GOOSE CONTROL TECHNOLOGY**	PO 5719	GOOSE CONTROL SERVICE 2020	1,500.00	**1,500.00**
		UCC Trust		
1559 - **Verizon Wireless**	PO 5809	UCC AIR CARD 05/02-06/01/2020	148.12	**148.12**
		DEVELOPERS ESCROW TRUST		
1720 - **CGP&H**	PO 5750	ADMINISTRATIVE AGENT FOR AFFORDABLE HOUS	1,899.50	**1,899.50**
1195 - **MASER CONSULTING, P.A.**	PO 5317	PLOT PLAN REVIEW - CATALOG 7764520001	125.00	
	PO 5770	ACUTECARE - CATALOG #7764520100	482.50	
	PO 5772	26 HEDGE DRIVE - VERBOSH	123.75	
	PO 5773	75 COMANCHE DRIVE - MCGEDDY	123.75	
	PO 5774	MPCCII	5,280.00	
	PO 5775	76 GOOSENECK POINT - KELLY	123.75	

List of Bills - (All Funds)

9.1.a

Vendor		Description	Payment	Check Total
	PO 5825	TETHERVIEW PROPERTY	165.00	
	PO 5826	262 ARNOLD AVE - HAGER	165.00	**6,588.75**
1195 - **MASER CONSULTING, P.A.**	PO 5827	TRIUMPHANT LIFE CHURCH	82.50	**82.50**
1200 - **McMANIMON*SCOTLAND*BAUMANN LLC**	PO 5710	KKF UNIVERSITY 03/31/2020	1,911.00	**1,911.00**
TOTAL				**62,830.25**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	39,810.63
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	4,626.87			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	250.80			
01-201-20-155-200	LEGAL SERVICES OE	5,618.75			
01-201-25-240-200	POLICE OE	3,181.43			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	86.47			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	6,256.00			
01-201-25-260-200	FIRST AID ORGANIZATION OE	70.02			
01-201-25-265-209	REPAIRS & MAINTENANCE	78.98			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	308.28			
01-201-26-300-277	BITUMINOUS CONCRETE	308.56			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	1,192.52			
01-201-26-310-252	REPAIRS & EQUIPMENT	1,178.22			
01-201-31-430-201	ELECTRICITY	1,377.15			
01-201-31-430-203	TELEPHONE/INTERNET	523.25			
01-201-31-430-204	WATER/SEWER	166.89			
01-201-31-430-205	NATURAL GAS	361.01			
01-201-31-430-207	STREET LIGHTING	5,087.74			
01-201-31-430-208	GASOLINE & OIL	6,797.62			
01-201-45-920-200	DEBT SERVICE OE	2,340.07			
TOTALS FOR	**Current Fund**	**39,810.63**	**0.00**	**0.00**	**39,810.63**
04-101-01-100-011	CAPITAL CASH - TD			0.00	10,875.95
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			8,152.20	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			2,723.75	
TOTALS FOR	**Capital Fund**	**0.00**	**0.00**	**10,875.95**	**10,875.95**
05-101-00-100-011	CASH - TD			0.00	13.80
05-161-00-500-040	DUE TO STATE OF NJ			13.80	
TOTALS FOR	**DOG TRUST FUND**	**0.00**	**0.00**	**13.80**	**13.80**
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	1,500.00
06-270-00-500-020	RESERVE FOR OPEN SPACE			1,500.00	
TOTALS FOR	**OPEN SPACE TRUST**	**0.00**	**0.00**	**1,500.00**	**1,500.00**
18-101-01-100-101	CASH UCC TRUST			0.00	148.12
18-270-55-600	RESERVE FOR UCC TRUST			148.12	
TOTALS FOR	**UCC Trust**	**0.00**	**0.00**	**148.12**	**148.12**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	10,481.75
61-270-55-600-205	RES.FOR DEV.ESCROW			10,481.75	
TOTALS FOR	**DEVELOPERS ESCROW TRUST**	**0.00**	**0.00**	**10,481.75**	**10,481.75**

Total to be paid from Fund 01 Current Fund	39,810.63
Total to be paid from Fund 04 Capital Fund	10,875.95
Total to be paid from Fund 05 DOG TRUST FUND	13.80
Total to be paid from Fund 06 OPEN SPACE TRUST	1,500.00
Total to be paid from Fund 18 UCC Trust	148.12
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	10,481.75
	62,830.25

Report Printed 2020-05-14 14:05:54 BOROUGH OF OCEANPORT

9.1.a

Pending Payments (*Not Finalized*) - (..) ALL FUNDS

From 05/01/2020 to 05/31/2020 With a Line Amount > 10000

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT

SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
TOTALS (FOR RANGE):					

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
TOTALS (FOR RANGE):					

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE THE FY2021-2023 AGREEMENT WITH MONMOUTH COUNTY FOR COOPERATIVE PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM PURSUANT TO THE INTERLOCAL SERVICES ACT

Resolution #2020-127
05/21/20

WHEREAS, certain Federal funds are potentially available to Monmouth County under Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program; and

WHEREAS, it is necessary to establish a legal basis for the County and its people to benefit from this program; and

WHEREAS, an Agreement has been proposed under which the and the County of Monmouth in cooperation with other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8B-1; and

WHEREAS, it is in the best interest of the Borough of Oceanport to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, that the agreement entitled "AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND CERTAIN MUNICIPALITIES LOCATED HEREIN FOR THE ESTABLISHMENT OF A COOPERATIVE MEANS OF CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES", a copy of which is attached hereto, be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

BE IT FURTHER ORDAINED that this resolution shall take effect immediately upon its enactment.

I certify that the foregoing Resolution #2020-127 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

____
JEANNE SMITH, RMC
BOROUGH CLERK

Jeanne Smith

From: Dovedytis, Debra <Debra.Dovedytis@co.monmouth.nj.us>
Sent: Tuesday, April 7, 2020 10:27 AM
To: karen.ventura@aberdeennj.org; dcampagna@allenhurstnj.org; Clerk@AllentownBoroNJ.com; Clerk; mdarling@avonbytheseanj.com; April Claudio; Borough of Bradley Beach; Thomas Nolan; tlindsey@coltsneck.org; administrator@dealborough.com; Clerk; Clerk@eatontownnj.com; Allyson M. Cinquegrana; clerk@farmingdaleborough.org; tdibenedetto@freeholdboro.org; clerk@twp.freehold.nj.us; egrandi@hazlettwp.org; Kim Gonzales, Administrator; mconlon@highlandsborough.org; wpatrovich@holmdeltownship-nj.com; Clerk@twp.howell.nj.us; lreibach@interlakenboro.com; thomas.cusick@keansburg-nj.us; 'mclark'; Mekosh, Louise; kjungfer@littlesilver.org; clerk@locharbour.us; Clerk@mtnj.org; bilaria@manasquan-nj.com; jcapp@marlboro.nj.gov; Karen Wynne; k-hart@millstonenj.gov; jesclante@monmouthbeach.org; Tammy Brown; nlane@neptunetownshp.org; Vincent Buttiglieri; Jeanne Smith; Pam Borghi; roosveltclerk@comcast.net; rcuttreell@neptunetowship.org; trogers@rumsonnj.gov; trogers@rumsonnj.gov; cpfeiffer@seabrightnj.org; Brian Kelly; Lorraine Carafa; Pamela Howard; dzahorsky@springlakeboro.org; jgillis@springlakehts.com; Anne Marie Friscia; boroughclerk@tintonfalls.com; dtyler@uftnj.com; Lori Cole; Roberta Lang
Cc: Kirby, Laura
Subject: Opt In Agreements
Attachments: Counsel's referenced CONTRACT 2021-2023.pdf; Municipal Resolution 2021-2023.doc; 20200407102644276.pdf

Please see below memo and all attachments. Please note that I will be mailing cooperation agreements that have the municipality names on them. The one attached is just for your reference it does not have town names on them. Thanks and please all stay safe. Debbie

TO: Mayors and Governing Bodies c/o Municipal Clerks
Community Development Block Grant Programs

FROM: Laura Kirby, Community Development Director

DATE: April 10, 2020

RE: Renewal for participation in the Community Development Block Grant (CDBG) Program

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Through an active Inter-Local Services Agreement with Monmouth County, your municipality is eligible for Community Development Block Grant money to fund public service projects, economic development projects, and physical improvements within your municipality. Additionally, income- qualified residents are eligible to apply for housing rehabilitation assistance through the Monmouth County Home Repair Program. This agreement also allows your municipality and/or residents to participate in the HOME Investment Partnership Grant Program to fund affordable housing opportunities, and the Emergency Solutions Grant Program.

Your existing Inter-Local Services Agreement (FY2018-FY2020) will expire on December 31, 2020. HUD has implemented new rules and regulations that have been incorporated into the attached Cooperation Agreement and corresponding resolution. This new Cooperation Agreement will be for a three year period (FY2021-FY2023) and if at that time no new changes are required by HUD will renew automatically at that time. Since your municipality will be part of the Community Development Program your municipality will be ineligible for assistance from New Jersey's Small Cities Program.

Our office looks forward to your continued participation in the Monmouth County CDBG Urban County Consortium. However, if you are not certain about continuing your participation in the County's Community Development Block Grant Program, please call the Community Development Office so we may explain the benefits of participation in detail.

If you then decide not to participate, you must advise both the Community Development staff and the U.S. Department of Housing and Urban Development in writing no later than June 3, 2020. HUD's address is:

Ms. Annemarie Uebbing, Director,
Community Planning and Development Division
U.S. Department of Housing and Urban Development,
New Jersey State Office
One Newark Center
Newark, NJ 07102-5260
Annemarie.C.Uebbing@hud.gov

and Community Development's office address is

Ms. Laura Kirby, Director
Community Development Office
Hall of Records Annex
One East Main Street
Freehold, NJ 07728
laura.kirby@co.monmouth.nj.us

If your municipality will be continuing the CDBG Inter-Local Services Agreement, please forward three (3) executed originals of the contract AND resolution to Debbie Dovedytis attention by May 31, 2020.

I sincerely hope that your municipality continues its participation in the County's CDBG Urban County Consortium. Please feel free to contact me with any questions.

COOPERATION CONTRACT

Agreement Between the County of Monmouth and Certain Municipalities Located Therein for the Establishment of a Cooperative Means of Conducting Certain Community Development Activities

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program, provides for substantial Federal funds being made to certain urban counties for use therein, and

WHEREAS, this act establishes certain criteria which must be met in order for a county to be the recipient of said funding, and

WHEREAS, the Inter-local Services Act (N.J.S.A. 40:8A-et seq.) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services, it is therefore agreed by the County of Monmouth and the **«Municipality»** as follows:

A. Community Development Planning Process

1. Nature and Extent of Services

(a.) Purpose: The purpose of this agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under Title I of the Housing and Community Development Act of 1974, as amended commonly known as Community Development Block Grant Program, and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of this program. Federal funds received by the county shall be for such functions as community renewal, water and sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Nothing contained in this agreement shall deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

(b.) Establishment of Committee: There is hereby established a cooperative Community Development Block Grant Committee, consisting of one representative from each participating municipality and two representatives of the County government, each to be appointed for one-year period coinciding with calendar year. The chief executive with the consent of the governing body of each participating agency shall make the one appointment.

(c.) Responsibilities of Committee:

(1) The Committee shall elect a Chairperson, and shall take formal action only upon a two-thirds vote of the members present.

(2) With the concurrence of the Board of Chosen Freeholders and Administrative Liaison Officer shall be designated. He shall be an employee of the County. He shall, within the limits of resources available, provide technical and administrative support to the Committee, and shall provide liaison between the Committee and the Board of Chosen Freeholders.

(3) The Committee shall meet promptly after its establishment and thereafter as often as required. It shall establish rules of procedure as may be required.

(4) The Committee shall study and discuss the community development needs of the county which affect the participating local governments and shall determine the most effective and acceptable utilization of Community Development Block Grant funds available to the county government. It shall recommend to the Board of Chosen Freeholders an application (Consolidated Plan) for participation in Federal funding, and toward that end it shall, in the matter herein prescribed, be authorized to develop required plans for the County, including a Housing Assistance Plan, and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for may be those available for "urban counties"; SMSA balances may also be applied for subject to approval of the participating municipalities.

(5) The Committee shall develop, in full consultation with the Monmouth County Community Development Office and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The

Committee shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. Such implementation mechanism shall be established either by means of a separate contract entered into between the county government, upon the approval of this Committee, and the municipality or municipalities in which the activity or function is to take place, pursuant to the provisions of the Inter-local Services Act, or Section C of this agreement, subject to the same approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant document becomes part of this agreement and should be submitted to HUD with it.

2. Standards of Performance

Every Inter-local Services Agreement established pursuant to this agreement shall contain standards of performance as required by the Inter-local Services Act and by the Housing and Community Development Act of 1974, as amended. Annually a report shall be prepared for the Committee by each recipient of funds describing whether the desired objectives have been attained. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of Chosen Freeholders, as may be required for submission to the Federal Government. Pursuant to 24 CFR 570.501(b), all units of local government are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503.

Section K. of the Notice

This agreement includes, by reference, all provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary action, as determined by the County, to carry out a community development program and the approved CHAS, and/or meet other requirements of the CDBG program and other applicable laws.

Section L of the Notice

3. Standards Applicable to Real Property Acquired or Improved in Whole or in Part with CDBG Funds

The following standards apply to real property acquired or improved in whole or in part using CDBG funds that are within the control of the municipality:

(a.) The municipality must notify the county in a timely manner of any modifications or change in the use of real property from that planned at the time of acquisition of improvement including disposition;

(b.) The municipality shall reimburse the county an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations; and

(c.) Program income generated from disposition or transfer of property prior to or subsequent to close-out, change of status or termination of the cooperation agreement between the county and the municipality shall be paid to the county.

4. Estimated Cost and Allocation Thereof

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Committee, subject to any modification made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Funds established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Funds by the County by payment to the particular municipality pursuant to a specific contract. Neither the committee, the county government, nor any participating local government may expend, sell, trade or commit funds except as may be authorized pursuant to this agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own unless the grandfathering provision is enacted prior to the official allocation of CDBG funds for FY 2020.

5. <u>Duration of Contract</u>

Section E of the Notice — Paragraph 2

This contract shall be effective for the three (3) program years (Federal Fiscal Years 2021, 2022, and 2023 appropriations) for which the County is to qualify to receive CDBG entitlement funding and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The population of participating municipalities included in the urban county under this agreement shall be included in the population of the urban county for three (3) successive years which will include the federal fiscal years 2021, 2022 and 2023.

Section E of the Notice — Paragraph 3

This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the county or the municipality provides written notice it elects not to participate in a new qualification period.

Section E of the Notice — Paragraph 2

A copy of the notice must be sent to the HUD Field Office. By the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification notice.

Failure by either party to adopt an amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

Section G of the Notice

This Agreement remains in effect until the CDBG and HOME funds and income received with respect to activities carried out during the three-year qualification period (and any successive qualification period under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and participating unit of general local government cannot terminate or withdraw from this Agreement while it remains in effect.

5. Duration of Contract

By executing the CDBG cooperation agreement, the cooperating unit of general local government understands that it:

Section D1 of the Notice

(a) may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's program; and

Section D2 of the Notice

(b) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit(s) of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government participating with the urban county from applying to the state for HOME funds, if the state allows.

Section D3 of the Notice

(c) may receive a formula allocation under the ESG Program only through the urban county. This does not preclude the urban county or a unit of government participating with the urban county from applying to the state for ESG funds, if the state allows. Thus, even if the urban county does not receive an Emergency Solutions Grant (ESG) formula allocation, the participating unit(s) of local government cannot form an ESG consortium with other local governments.

6. Duration of General Agent

The Administrative Liaison Officer selected pursuant to section A 1 C (2) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. He shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

B. Qualification as Urban County

Section H of the Notice

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "urban county" the County and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, e.g., urban renewal and publicly assisted housing. The County and the cooperating unit of general local government agree to take all actions necessary to assure compliance with the urban county's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. No urban county funding shall be provided for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e. the entire urban county) which can, in turn, provide cause for funding sanctions or other remedial actions by the U.S. Department of Housing and Urban Development.

This agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "urban county" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States Department of Housing and Urban Development, the Freeholder Director shall so notify all signatories and the Agreement shall thereupon be null and void.

Section J of the Notice

In order to comply with Federal requirements, the County Government, through the Board of Chosen Freeholders, shall be the applicant for community development funds, and shall have final responsibility as applicant and shall have final responsibility for selecting activities and annually filing Final Statements with HUD. The County shall also have the authority to carry out activities which will be funded from Annual Community

Development Block Grant from Federal Fiscal Years 2012, 2013, and 2014 appropriations and from any program income generated from the expenditure of such funds.

Section C of the Notice

C. Agreement as to Specific Activities

The specific activities to be included in this Section will be developed in cooperation with the parties to this agreement and shall be adopted by the Community Development Committee.

This Agreement covers the CDBG Entitlement, the HOME Investment Partnership, and Emergency Shelter (Solutions) Grant programs.

D. Program Income

1. That the municipality must inform the County of any program income generated by the expenditure of CDBG funds received by the municipality;

2. That any such program income must be paid to the County or that the municipality may retain the program income subject to the acceptance of a written agreement by all parties;

3. That any program income the municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply;

4. That the County has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate recordkeeping and reporting by the municipality as may be needed for this purpose;

5. That in the event of close-out or change in status of the municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

E. This contract may be executed in substantially similarly worded counterparts, each of which shall be signed by the Freeholder Director and the chief executive of a participating municipality. Each signatory agency agrees to cooperate with all other signatories and be bound as if all had signed the same Agreement.

F. Severability and Modification Clause

In the event that any portion of the agreement shall be made inoperative by reason of judicial or administrative law ruling, the remainder of shall continue in effect. In the event that any modification of work activity shall be come necessary, the Community Development Block Grant Committee may increase or decrease the cost of any project by not more that 10%, subject to concurrence by HUD, the County and the municipalities involved.

G. This agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

Section J of the Notice

H. In no case may any party to this Agreement obstruct the implementation of the approved Consolidated Plan during the three (3) program years (Federal Fiscal Years 2021, 2022, and 2023 appropriations) in which this contract is in effect. The County has final responsibility for selecting CDBG, HOME, and ESG activities and submitting the Consolidated Plan to HUD, unless the county is a member of a HOME consortium, and then the consortium submits the Plan developed by the County.

Section I of the Notice

I. The County and the cooperating unit of general local government have adopted and are enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

«Municipality» Municipality	County of Monmouth:
Date:______________________	Date:______________________
By:______________________ Mayor	By:______________________ Thomas A. Arnone Director of the Board of Chosen Freeholders
______________________ (Municipal Clerk)	______________________ Marion Masnick Clerk of the Board of Chosen Freeholders

U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

All Regional Administrators
All CPD Division Directors
All CDBG Grantees

Notice: CPD-20-03

Issued: March 9, 2020
Expires: March 9, 2021

Supersedes: CPD Notice 19-04

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2021-2023

INTRODUCTION

This Notice establishes requirements, procedures and deadlines to be followed in the urban county qualification process for FYs 2021-2023[1]. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. **Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2021-2023, and to each state administering the State CDBG program which includes a potentially eligible urban county. If you are notified later of one or more new potential urban counties, each should be provided a copy of this Notice.** This Notice includes seven attachments which contain listings of: Attachment A, all currently qualified urban counties; Attachment B, counties that requalify this qualification period (2021-2023); Attachment C, counties scheduled to qualify or requalify in FY 2021 for FY 2022-2024; Attachment D, counties scheduled to qualify or requalify in FY 2022 for FY 2023-2025; Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period; Attachment F, list of counties that may qualify as urban counties if metropolitan cities relinquish their status; and Attachment G, list of counties previously identified as eligible but have not accepted urban county status. Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in 2020.

[1] The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

The schedule for qualifying urban counties is coordinated with qualifying HOME consortia in order to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2021-2023 qualification period will start in March 2020 and run through September 11, 2020. This will provide HUD sufficient time before the September 30th deadline for FY 2021 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. Language is being added to this Notice to emphasize the importance of completing all of the steps of the urban county qualification/requalification process by mid-September to ensure that there is no detrimental effect on the HOME consortia qualification/requalification process. Urban county worksheets will be accessible via CPD's Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide guidance on completing, submitting and verifying urban county qualification data in the GMP system.

HUD revised the requirements in Section V.H, second paragraph, regarding Cooperation Agreements in 2013 to more clearly delineate the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically-renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has prohibited this practice. Urban counties qualifying in 2020 for FYs 2021-2023 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

A Section F was added to Section VIII., Special Considerations, to address the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

A Section G was added to Section VIII., Special Considerations, to address factors that arose during the 2017 qualification/ requalification period regarding qualification of New York Towns as metropolitan cities.

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 708-1577 or at gloria.l.coates@hud.gov. Data questions should be directed to the Systems Development and Evaluation Division at (202) 708-0790. Requests for deadline extensions should be directed to Gloria Coates. The TTY number for both divisions is (202) 708-2565. These are not toll-free numbers.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires August 31, 2021. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

DGBE: Distribution: W-3-1

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Attachment E – Counties Qualified through 2021 or 2022 That Contain Non-Participating Communities

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COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2021-2023

In accordance with 24 CFR 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains HUD's process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

In order to be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas; or

2. Have a total combined population of at least 100,000 but less than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition those included areas must in the aggregate contain the preponderance of low and moderate income persons residing in the urban county (calculated by dividing the number of low and moderate income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations.

3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all of the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX for additional information on Determinations of Essential Powers.

B. Consolidated Plan Requirements

In order to receive an Entitlement Grant in FY 2021, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR Part 91, submission of a jurisdiction's Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2020, through September 30, 2021. **An urban county's failure to submit its Consolidated Plan by August 16, 2020, will automatically result in a loss of CDBG funds for the 2020 program year (24 CFR 570.304(c)(1)) and termination of its qualification as an urban county (24 CFR 570.307(f)).** The Consolidated Plan must meet all requirements of 24 CFR Part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a "consortium" to receive HOME funding, the consortium submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR 91.215(f)), an Action Plan (24 CFR 91.220) and the required Certifications (24 CFR 91.225(a) and (b) as part of the consortium's Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII of this notice are important regardless of whether the urban county is a member of a consortium. In this regard, and in light of the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR 91.225(a), an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions. However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs assessment, market analysis, strategic plan, and the Action Plan on behalf of the consortium. The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) and (b).

D. Synchronization of Urban County and HOME Qualification Periods

The CDBG urban county's and HOME consortium's qualification periods are for three successive years. If a member urban county's CDBG three-year cycle is not the same as the HOME consortium's, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR 92.101(e). (All consortium members must also have the same program year start date.) See the March 24, 2016, memorandum from Harriet Tregoning to all CPD Formula Program Grantees and All CPD Field Office Directors on Incorporating 24 CFR Part 5 Affirmatively Furthering Fair Housing into 24 CFR 91.10 Consolidated Program Year, 24 CFR 91.105 Citizen Participation Plans for Local Governments and 24 CFR 91.115 Citizen Participation Plans for States, accessible at https://www.hudexchange.info/resources/documents/CPD-Memo-Incorporating-24-CFR-Part-5-AFFH-into-the-Consolidated-Program-Year-and-Citizen-Participation-Plan.pdf.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/ requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 in order for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2021-2023. Unless noted otherwise, deadlines may only be extended by prior written authorization from Headquarters. Deadlines in paragraphs D, E, G, and I may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the Field Office is not authorized to extend.

A. By April 17, 2020, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2020 for the 2021-2023 Qualification Period).

B. By April 17, 2020, counties must notify split places of their options for exclusion from or participation in the urban county (see Attachment B and Section III, paragraph D, for an explanation of split places).

C. By April 17, 2020, counties must notify each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election (see paragraph E, below). Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county, and that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county or a unit of government participating with the urban county from applying for HOME or ESG funds from the State, if the State allows.

   Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, North Carolina, which is the HOPWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf

   A county that is already qualified as an urban county for FY 2020 (see Attachment E, Counties Qualified through 2021 or 2022 that Contain Nonparticipating Communities) may elect to notify nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H, below).

D. By May 15, 2020, any county which has executed cooperation agreements with no specified end date is required to notify affected participating units of government in writing that the agreement will automatically be renewed unless the unit of government notifies the county in writing by June 7, 2020, (see paragraph F, below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

E. By May 15, 2020, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, in writing, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide if it wants to be included or excluded since it will be notified of its status after the March 23 deadline (see Section VIII.E.). Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires notification of the Entitlement Communities Division by email or telephone.

F. By June 19, 2020, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2021-2023 qualification period must notify the county and its HUD Field Office in writing that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.

G. By June 19, 2020, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office in writing that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county, and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office in writing by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 21, 2020, to comply with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status, but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by June 5, 2020. Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

H. By July 17, 2020, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office in writing that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.

I. By July 17, 2020, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail (Abubakari.D.Zuberi@hud.gov) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof, they must elect to defer or accept their status (as discussed in paragraph G, above) by August 21, 2020. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 11, 2020, to notify the Systems Development and Evaluation Division of their decisions.

J. By July 24, 2020, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV, Documents to be Submitted to HUD. Any extension of this deadline must be authorized in writing by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph M. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.

K. By August 21, 2020, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph M. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. **Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV, paragraph E), review of such opinion by Field Office Counsel is optional. However, field counsel must review the agreement to ensure that any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.**

L. During mid to late June, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants

Management Process (GMP) system. **All information on included units of government must be completed via GMP.** Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are posted on GMP.

M. By August 28, 2020, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2020 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.

N. By September 11, 2020 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, where necessary, an indication of any apparent discrepancies, problems or questions – all noted in GMP. The Field Office is to verify the data (on the website at http://hudatwork.hud.gov/po/d/field/participation/index.cfm) and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify each county seeking to qualify as an urban county of its urban county status for FY 2021-2023 by September 25, 2020.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials in sufficient time to meet the deadline for submission indicated in the schedule (see Section V, Cooperation Agreements, paragraph A). Cooperation agreements must meet the standards in Section V of this Notice.

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed cooperation agreements with these units of government that elect to participate in the urban counties' CDBG programs.

B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;

2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;

3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;

4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II, Qualification Schedule, paragraph E; and

5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies, unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, in writing, any such unit of local government during the second or third year of the qualification period that the local government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election, and must state that the unit of general local government must notify the county and the HUD Field Office, in writing, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V, Cooperation Agreements. The agreement must be received by the HUD Field Office by the date specified in Section II, Qualification Schedule, paragraph J.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II, Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:

   a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or

   b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.

2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:

   a. to be excluded from all urban counties;

   b. to be entirely included in one urban county and excluded from all other such counties; or

   c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II, Qualification

Schedule, paragraph D, notify such units that they can terminate the agreement and not participate during the 2021-2023 qualification period.

IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2021-2023 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III, Qualification Actions to Be Taken by County, paragraph B). This does not apply to an already qualified urban county adding communities.

B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III, paragraph C).

C. Where applicable, a copy of the letter from:

1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;

2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;

3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city;

4. Any city accepting metropolitan city status that will cease participation in the urban county's CDBG program. (See Section II, Qualification Schedule, paragraph G.)

D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III, paragraph E).

E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III, Qualification Actions to be Taken by County, paragraph C, and the opinions of county counsel and governing body authorizations required in Section V, Cooperation Agreements, paragraphs B and C.

For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V, Cooperation Agreements, paragraph E, at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city fall under the "exception criteria" at 24 CFR 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, in writing, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII, paragraph A, for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards in order to be found acceptable:

A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.

B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds, if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)

E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2021-2023), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E), and that such failure to comply will void the automatic renewal for such qualification period.

G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.

H. The agreement must expressly state that the county and the cooperating unit of general local government agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively furthering fair housing. See 24 CFR 91.225(a) and 5.105(a). The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

Periodically, statutory or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.

I. The agreement must expressly state "that the cooperating unit of general local government has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD, although if the county is a member of a HOME consortium, the consortium submits the Plan developed by the county (see Section I, General Requirements, paragraph C).

K. The agreement must contain language specifying that, pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503 (see Section VIII, Special Considerations, paragraph B).

L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.

M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. Urban counties

requalifying in 2020 for FYs 2021-2023 must incorporate this language into cooperation agreements by revision or amendment.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period.

The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a "metropolitan city" during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII, paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, remain classified as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for meeting the requirements of other applicable laws (e.g., National Environmental Policy Act, Uniform Relocation Act, Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990). The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.

VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V, Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request and cooperation agreement, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or Marlisa.M.Grogan@hud.gov.

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the "exception rule" criteria for activities that benefit low-and moderate-income residents on an area basis (see 24 CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the "exception rule." HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V, Cooperation Agreements, between an urban county and its participating units of local government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which they are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds, if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.

E. Counties with Potential Metropolitan Cities

If a county includes an unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or

2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FY 2021-2023, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided on the basis of the community's eligibility as a metropolitan city prior to July 24, 2020 (or a later date

if approved in writing by HUD), the community must remain a part of the county for the entire three-year period of the county's qualification.

Option 1 is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to "opt out" later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.

F. <u>Incorporated Unit of General Local Government Dissolution</u>

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized as dissolved by Census, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government will legally cease to exist.

G. Qualification of New York Towns as Metropolitan Cities

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all of the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities, but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide to become metropolitan cities and administer their own CDBG programs. This means that the towns have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need a lot of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county's requalification year. The town must secure the participation of all of the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending on local circumstances, it may take several months to notify every village in writing of its intent to become a separate entitlement community and to secure the participation of all of the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all of the villages. For example, Blue County is requalifying in 2021 for 2022-2024. The town of Orange has been participating in the county's CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2020 so it can begin to contact the villages and secure their participation in the town's CDBG program.

2. The urban county is required to notify all participating units of general local government in writing (typically, in April) that they may choose to opt out of

participation in the urban county's CDBG program. The units of general local government must notify the urban counties in writing of their decisions by the due date (typically, in June) in Section II of the urban county Qualification/ Requalification Notice. The New York town must respond to the urban county's correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the towns may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

IX. DETERMINATIONS OF ESSENTIAL POWERS

A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For requalifying urban counties, the Field Office Counsel may rely on its previous determination(s) unless there is evidence to the contrary. In assessing such evidence, Field Office counsel may consider information provided by the county and its included units of general local government as well as other relevant information obtained from independent sources.

For these purposes, the term "essential community development and housing assistance activities" means community renewal and lower-income housing assistance activities. Activities that may be accepted as essential community development and housing assistance activities might include, but are not limited to (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of or financial assistance to housing; (3) low rent housing activities; (4) disposition of land to private developers for appropriate redevelopment; and (5) condemnation of property for low-income housing.

In making the required determinations, Field Office Counsel must consider both the county's authority and, where applicable, the authority of its designated agency or agencies. Field Office Counsel shall make such determinations as identified below and concur in notifications to the county(ies) about these issues.

B. For new and requalifying counties, the notification by the Field Office required under Section II, paragraph A, must include the following determinations:

1. Whether the county is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.

2. In which of the county's units of general local government the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality. The population of these units of local government will be counted towards qualification of the urban county unless they specifically elect to be excluded from the county for purposes of the CDBG program and so notify both the county and HUD in writing by June 5, 2020 (see Section II, paragraph E); and,

3. In which of the county's units of general local government the county is either (a) not authorized to undertake essential community development and housing assistance activities or (b) may do so only with the consent of the governing body of the locality. The population of these units of local government will only be counted if they have signed cooperation agreements with the county that meet the standards set forth in Section V of this Notice.

ATTACHMENT A

ALL CURRENTLY QUALIFIED URBAN COUNTIES

NEW ENGLAND FIELD OFFICES

MAINE	CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	ATLANTIC COUNTY
NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY
NEW JERSEY	UNION COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY
NEW YORK	WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	HOWARD COUNTY

MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
PENNSYLVANIA	DELAWARE COUNTY
PENNSYLVANIA	LANCASTER COUNTY
PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	LUZERNE COUNTY
PENNSYLVANIA	MONTGOMERY COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
PENNSYLVANIA	WASHINGTON COUNTY
PENNSYLVANIA	WESTMORELAND COUNTY
PENNSYLVANIA	YORK COUNTY
VIRGINIA	ARLINGTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	FAIRFAX COUNTY
VIRGINIA	HENRICO COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	JEFFERSON COUNTY
ALABAMA	MOBILE COUNTY
FLORIDA	BREVARD COUNTY
FLORIDA	BROWARD COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	ESCAMBIA COUNTY
FLORIDA	HILLSBOROUGH COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY
FLORIDA	LAKE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY

FLORIDA	MIAMI-DADE COUNTY
FLORIDA	ORANGE COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PALM BEACH COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	PINELLAS COUNTY
FLORIDA	POLK COUNTY
FLORIDA	SARASOTA COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
FLORIDA	VOLUSIA COUNTY
GEORGIA	CHEROKEE COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	COBB COUNTY
GEORGIA	DE KALB COUNTY
GEORGIA	FULTON COUNTY
GEORGIA	GWINNETT COUNTY
GEORGIA	HENRY COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	CHARLESTON COUNTY
SOUTH CAROLINA	GREENVILLE COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	LEXINGTON COUNTY
SOUTH CAROLINA	RICHLAND COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY
TENNESSEE	KNOX COUNTY
TENNESSEE	SHELBY COUNTY

MIDWEST FIELD OFFICES

ILLINOIS	COOK COUNTY
ILLINOIS	DU PAGE COUNTY
ILLINOIS	KANE COUNTY
ILLINOIS	LAKE COUNTY
ILLINOIS	MADISON COUNTY

ILLINOIS	MCHENRY COUNTY
ILLINOIS	ST, CLAIR COUNTY
ILLINOIS	WILL COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MICHIGAN	GENESEE COUNTY
MICHIGAN	KENT COUNTY
MICHIGAN	MACOMB COUNTY
MICHIGAN	OAKLAND COUNTY
MICHIGAN	WASHTENAW COUNTY
MICHIGAN	WAYNE COUNTY
MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	HENNEPIN COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	ST. LOUIS COUNTY
MINNESOTA	WASHINGTON COUNTY
OHIO	BUTLER COUNTY
OHIO	CLERMONT COUNTY
OHIO	CUYAHOGA COUNTY
OHIO	FRANKLIN COUNTY
OHIO	HAMILTON COUNTY
OHIO	LAKE COUNTY
OHIO	MONTGOMERY COUNTY
OHIO	STARK COUNTY
OHIO	SUMMIT COUNTY
OHIO	WARREN COUNTY
WISCONSIN	DANE COUNTY
WISCONSIN	MILWAUKEE COUNTY
WISCONSIN	WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	JEFFERSON PARISH
LOUISIANA	ST. TAMMANY PARISH
OKLAHOMA	TULSA COUNTY

TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	DALLAS COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	HARRIS COUNTY
TEXAS	HIDALGO COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	TARRANT COUNTY
TEXAS	TRAVIS COUNTY
TEXAS	WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY
MISSOURI	ST, LOUIS COUNTY
MISSOURI	ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY
COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY
UTAH	DAVIS COUNTY
UTAH	SALT LAKE COUNTY
UTAH	UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MARICOPA COUNTY
ARIZONA	PIMA COUNTY
ARIZONA	PINAL COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY
CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY

CALIFORNIA	MARIN COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
CALIFORNIA	STANISLAUS COUNTY
CALIFORNIA	VENTURA COUNTY
NEVADA	CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	CLACKAMAS COUNTY
OREGON	MULTNOMAH COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	KITSAP COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY
WASHINGTON	SPOKANE COUNTY
WASHINGTON	THURSTON COUNTY

ATTACHMENT B

COUNTIES SCHEDULED TO REQUALIFY IN 2020 FOR FYS 2021-2023

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	UNION COUNTY
NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	DELAWARE COUNTY
PENNSYLVANIA	LANCASTER COUNTY
PENNSYLVANIA	LUZERNE COUNTY

PENNSYLVANIA	MONTGOMERY COUNTY
PENNSYLVANIA	WASHINGTON COUNTY
PENNSYLVANIA	WESTMORELAND COUNTY
PENNSYLVANIA	YORK COUNTY
VIRGINIA	ARLINGTON COUNTY
VIRGINIA	FAIRFAX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	JEFFERSON COUNTY
FLORIDA	BROWARD COUNTY
FLORIDA	ESCAMBIA COUNTY
FLORIDA	HILLSBOROUGH COUNTY
FLORIDA	LAKE COUNTY
FLORIDA	MIAMI-DADE COUNTY
FLORIDA	ORANGE COUNTY
FLORIDA	PALM BEACH COUNTY
FLORIDA	PINELLAS COUNTY
FLORIDA	POLK COUNTY
FLORIDA	VOLUSIA COUNTY
GEORGIA	CHEROKEE COUNTY
GEORGIA	COBB COUNTY
GEORGIA	DE KALB COUNTY
GEORGIA	FULTON COUNTY
GEORGIA	HENRY COUNTY
SOUTH CAROLINA	CHARLESTON COUNTY
SOUTH CAROLINA	GREENVILLE COUNTY
SOUTH CAROLINA	LEXINGTON COUNTY
TENNESSEE	KNOX COUNTY

MIDWEST FIELD OFFICES

ILLINOIS	COOK COUNTY
ILLINOIS	DU PAGE COUNTY
ILLINOIS	LAKE COUNTY
ILLINOIS	MADISON COUNTY
ILLINOIS	ST. CLAIR COUNTY

ILLINOIS	WILL COUNTY
MICHIGAN	GENESEE COUNTY
MICHIGAN	KENT COUNTY
MICHIGAN	MACOMB COUNTY
MICHIGAN	OAKLAND COUNTY
MICHIGAN	WASHTENAW COUNTY
MICHIGAN	WAYNE COUNTY
MINNESOTA	HENNEPIN COUNTY
OHIO	CLERMONT COUNTY
OHIO	CUYAHOGA COUNTY
OHIO	FRANKLIN COUNTY
OHIO	HAMILTON COUNTY
OHIO	LAKE COUNTY
OHIO	MONTGOMERY COUNTY
OHIO	STARK COUNTY
OHIO	SUMMIT COUNTY
OHIO	WARREN COUNTY
WISCONSIN	MILWAUKEE COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	JEFFERSON PARISH
TEXAS	DALLAS COUNTY
TEXAS	HARRIS COUNTY
TEXAS	HIDALGO COUNTY
TEXAS	TARRANT COUNTY
TEXAS	TRAVIS COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI	ST. LOUIS COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY
UTAH	SALT LAKE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MARICOPA COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY
CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY
CALIFORNIA	MARIN COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
NEVADA	CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	CLACKAMAS COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY
WASHINGTON	SPOKANE COUNTY

ATTACHMENT C

COUNTIES SCHEDULED TO REQUALIFY IN 2021 FOR FYS 2022-2024

NEW ENGLAND FIELD OFFICES

MAINE	CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	ATLANTIC COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

FLORIDA	BREVARD COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	GWINNETT COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY
TENNESSEE	SHELBY COUNTY

MIDWEST FIELD OFFICES

ILLINOIS	KANE COUNTY
ILLINOIS	MCHENRY COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	WASHINGTON COUNTY

SOUTHWEST FIELD OFFICES

TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	PINAL COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	VENTURA COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	MULTNOMAH COUNTY
WASHINGTON	THURSTON COUNTY

ATTACHMENT D

COUNTIES SCHEDULED TO REQUALIFY IN 2022 FOR FYS 2023-2025

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY

MID-ATLANTIC FIELD OFFICES

MARYLAND	HOWARD COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
VIRGINIA	HENRICO COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	MOBILE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY
FLORIDA	SARASOTA COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	RICHLAND COUNTY

MIDWEST FIELD OFFICES

MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	ST LOUIS COUNTY
OHIO	BUTLER COUNTY

WISCONSIN	DANE COUNTY
WISCONSIN	WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	ST. TAMMANY PARISH
OKLAHOMA	TULSA COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI	ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH	DAVIS COUNTY
UTAH	UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	PIMA COUNTY
CALIFORNIA	STANISLAUS COUNTY

NORTHWEST/ALASKA FIELD OFFICES

WASHINGTON	KITSAP COUNTY

ATTACHMENT E

COUNTIES QUALIFIED THROUGH 2021 OR 2022 THAT CONTAIN NON-PARTICIPATING COMMUNITIES

NEW ENGLAND FIELD OFFICES

CUMBERLAND COUNTY	MAINE

NEW YORK/NEW JERSEY FIELD OFFICES

ATLANTIC COUNTY	NEW JERSEY
PASSAIC COUNTY	NEW JERSEY
WESTCHESTER COUNTY	NEW YORK

MID-ATLANTIC FIELD OFFICES

DAUPHIN COUNTY	PENNSYLVANIA

SOUTHEAST/CARIBBEAN FIELD OFFICES

MOBILE COUNTY	ALABAMA
BREVARD COUNTY	FLORIDA
COLLIER COUNTY	FLORIDA
JACKSONVILLE-DUVAL COUNTY	FLORIDA
LEE COUNTY	FLORIDA
MANATEE COUNTY	FLORIDA
MARION COUNTY	FLORIDA
PASCO COUNTY	FLORIDA
ST. JOHNS COUNTY	FLORIDA
GWINNETT COUNTY	GEORGIA
MECKLENBURG COUNTY	NORTH CAROLINA
UNION COUNTY	NORTH CAROLINA
WAKE COUNTY	NORTH CAROLINA
HORRY COUNTY	SOUTH CAROLINA
RICHLAND COUNTY	SOUTH CAROLINA
SPARTANBURG COUNTY	SOUTH CAROLINA

MIDWEST FIELD OFFICES

KANE COUNTY	ILLINOIS
HAMILTON COUNTY	INDIANA
DAKOTA COUNTY	MINNESOTA
WASHINGTON COUNTY	MINNESOTA
DANE COUNTY	WISCONSIN
WAUKESHA COUNTY	WISCONSIN

SOUTHWEST FIELD OFFICES

TULSA COUNTY	OKLAHOMA
BEXAR COUNTY	TEXAS
BRAZORIA COUNTY	TEXAS
FORT BEND COUNTY	TEXAS
MONTGOMERY COUNTY	TEXAS
WILLIAMSON COUNTY	TEXAS

GREAT PLAINS FIELD OFFICES

JEFFERSON COUNTY	MISSOURI
ST. CHARLES COUNTY	MISSOURI

ROCKY MOUNTAIN FIELD OFFICES

ADAMS COUNTY	COLORADO
ARAPAHOE COUNTY	COLORADO
UTAH COUNTY	UTAH

PACIFIC/HAWAII FIELD OFFICES

PINAL COUNTY	ARIZONA
MONTEREY COUNTY	CALIFORNIA
SANTA BARBARA COUNTY	CALIFORNIA
STANISLAUS COUNTY	CALIFORNIA

ATTACHMENT F

LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES IF METROPOLITAN CITIES RELINQUISH THEIR STATUS

STATE	NAME	ENTITLEMENT	POP2018
AL	**Madison County**		**366,519**
AL		Huntsville city (pt.)	195,308
AL	**Montgomery County**		**225,763**
AL		Montgomery city	198,218
AL	**Tuscaloosa County**		**208,911**
AL		Tuscaloosa city	101,113
AR	**Benton County**		**272,608**
AR		Rogers city	67,600
AR		Springdale city (pt.)	7,362
AR	**Pulaski County**		**392,680**
AR		Jacksonville city	28,287
AR		Little Rock city	197,881
AR		North Little Rock city	66,127
AR	**Washington County**		**236,961**
AR		Fayetteville city	86,751
AR		Springdale city (pt.)	73,667
AZ	**Yavapai County**		**231,993**
AZ		Prescott city	43,314
AZ	**Yuma County**		**212,128**
AZ		Yuma city	97,908
CA	**Butte County**		**231,256**
CA		Chico city	94,776
CA		Paradise town	26,800
CA	**Merced County**		**274,765**
CA		Merced city	83,316
CA	**Placer County**		393,149
CA		Rocklin city	67,221
CA		Roseville city	139,117
CA	**Santa Cruz County**		**274,255**
CA		Santa Cruz city	64,725
CA		Watsonville city	53,920
CA	**Solano County**		**446,610**
CA		Fairfield city	116,884
CA		Vacaville city	100,154
CA		Vallejo city	121,913
CA	**Yolo County**		**220,408**
CA		Davis city	69,289
CA		West Sacramento city	53,727
CA		Woodland city	60,531

STATE	NAME	ENTITLEMENT	POP2018
CO	**Boulder County**		**326,078**
CO		Boulder city	107,353
CO		Longmont city (pt.)	95,988
CO	**Larimer County**		**350,518**
CO		Fort Collins city	167,830
CO		Loveland city	77,446
FL	**Alachua County**		**269,956**
FL		Gainesville city	133,857
FL	**Leon County**		**292,502**
FL		Tallahassee city	193,551
FL	**Okaloosa County**		**207,269**
FL		Crestview city	24,664
FL		Fort Walton Beach city	22,284
FL	**St. Lucie County**		**321,128**
FL		Fort Pierce city	46,071
FL		Port St. Lucie city	195,248
GA	**Chatham County**		**289,195**
GA		Savannah city	145,862
GA	**Hall County**		**202,148**
GA		Gainesville city	41,464
IA	**Linn County**		**225,909**
IA		Cedar Rapids city	133,174
ID	**Ada County**		**469,966**
ID		Boise City	228,790
ID		Meridian city	106,804
ID	**Canyon County**		**223,499**
ID		Caldwell city	56,541
ID		Nampa city	96,252
IL	**Champaign County**		**209,983**
IL		Champaign city	88,029
IL		Rantoul village	12,691
IL		Urbana city	42,046
IL	**Winnebago County**		**284,081**
IL		Rockford city (pt.)	146,524
IN	**Allen County**		**375,351**
IN		Fort Wayne city	267,633
IN	**Elkhart County**		**205,560**
IN		Elkhart city	52,367
IN		Goshen city	33,566
IN	**St. Joseph County**		**270,771**
IN		Mishawaka city	49,931
IN		South Bend city	101,860
KS	**Sedgwick County**		**513,607**
KS		Wichita city	389,255

STATE	NAME	ENTITLEMENT	POP2018
LA	**Caddo Parish**		**242,922**
LA		Shreveport city (pt.)	186,423
LA	**Calcasieu Parish**		**203,112**
LA		Lake Charles city	78,001
MD	**Frederick County**		**255,648**
MD		Frederick city	72,146
ME	**York County**		**412,458**
ME		Biddeford city	43,028
MI	**Ingham County**		**292,735**
MI		East Lansing city (pt.)	46,015
MI		Lansing city (pt.)	113,561
MI	**Kalamazoo County**		**264,870**
MI		Kalamazoo city	76,545
MI		Portage city	49,216
MO	**Clay County**		**246,365**
MO		Kansas City city (pt.)	126,460
MO	**Greene County**		**291,923**
MO		Springfield city (pt.)	168,120
MO	**Jackson County**		**700,307**
MO		Blue Springs city	55,104
MO		Independence city (pt.)	116,925
MO		Kansas City city (pt.)	315,801
MO		Lee's Summit city (pt.)	96,380
MS	**Harrison County**		**206,650**
MS		Biloxi city	45,968
MS		Gulfport city	71,870
MS	**Hinds County**		**237,085**
MS		Jackson city (pt.)	163,803
NC	**Buncombe County**		**259,103**
NC		Asheville city	92,452
NC	**Cabarrus County**		**211,342**
NC		Concord city	94,130
NC		Kannapolis city (pt.)	39,308
NC	**Durham County**		**316,739**
NC		Chapel Hill town (pt.)	2,993
NC		Durham city (pt.)	274,251
NC		Raleigh city (pt.)	1,292
NC	**Forsyth County**		**379,099**
NC		High Point city (pt.)	94
NC		Winston-Salem city	246,328
NC	**Gaston County**		**222,846**
NC		Gastonia city	77,024
NC	**Guilford County**		**533,670**
NC		Burlington city (pt.)	822

STATE	NAME	ENTITLEMENT	POP2018
NC		Greensboro city	294,722
NC		High Point city (pt.)	106,723
NC	**New Hanover County**		**232,274**
NC		Wilmington city	122,607
NE	**Douglas County**		**566,880**
NE		Omaha city	468,262
NE	**Lancaster County**		**317,272**
NE		Lincoln city	287,401
NJ	**Mercer County**		**369,811**
NJ		Ewing township	36,421
NJ		Hamilton township	87,552
NJ		Princeton	62,772
NJ		Trenton city	83,974
NM	**Bernalillo County**		**678,701**
NM		Albuquerque city	560,218
NM		Rio Rancho city (pt.)	2
NM	**Dota Ana County**		**217,522**
NM		Las Cruces city	102,926
NV	**Washoe County**		**465,735**
NV		Reno city	250,998
NV		Sparks city	104,246
NY	**Albany County**		**307,117**
NY		Albany city	97,279
NY		Colonie town	83,194
NY	**Niagara County**		**210,433**
NY		Niagara Falls city	48,144
NY	**Oneida County**		**229,577**
NY		Rome city	32,204
NY		Utica city	60,100
OH	**Delaware County**		**204,826**
OH		Columbus city (pt.)	8,432
OH	**Lorain County**		**309,461**
OH		Elyria city	53,881
OH		Lorain city	64,028
OH	**Lucas County**		**429,899**
OH		Toledo city 274,975	
OH	**Mahoning County**		**229,642**
OH		Alliance city (pt.)	34
OH		Youngstown city (pt.)	64,955
OK	**Cleveland County**		**281,669**
OK		Moore city	62,103
OK		Norman city	123,471
OK		Oklahoma City city (Pt.)	69,235

STATE	NAME	ENTITLEMENT	POP2018
OK	**Oklahoma County**		**792,582**
OK		Edmond city	93,127
OK		Midwest City city	57,325
OK		Oklahoma City city (pt.)	522,613
OR	**Jackson County**		**219,564**
OR		Ashland city	21,263
OR		Medford city	82,347
OR		Lane County	379,611
OR		Eugene city	171,245
OR		Springfield city	62,979
PA		Erie County	272,061
PA		Erie city	96,471
PA		Millcreek township	53,037
PA	**Lackawanna County**		**210,793**
PA		Scranton city	77,182
SC	**Anderson County**		**200,482**
SC		Anderson city	27,380
SC	**York County**		**274,118**
SC		Rock Hill city	74,309
TN	**Hamilton County**		**364,286**
TN		Chattanooga city	180,557
TN	**Montgomery County**		**205,950**
TN		Clarksville city	156,794
TN	**Rutherford County**		**324,890**
TN		Murfreesboro city	141,344
TN	**Williamson County**		**231,729**
TN		Franklin city 80,914	
TX	**Bell County**		**355,642**
TX		Killeen city	149,103
TX		Temple city	76,256
TX	**Brazos County**		**226,758**
TX		Bryan city	85,445
TX		College Station city	116,218
TX	**Cameron County**		**423,908**
TX		Brownsville city	183,392
TX		Harlingen city	65,436
TX		San Benito city	24,385
TX	**El Paso County**		**840,758**
TX		El Paso city	682,669
TX	**Galveston County**		**337,890**
TX		Galveston city	50,457
TX		League City city (pt.)	104,260
TX		Texas City city (pt.)	49,153

STATE	NAME	ENTITLEMENT	POP2018
TX	**Hays County**		**222,631**
TX		San Marcos city (pt.)	63,506
TX	**Jefferson County**		**255,001**
TX		Beaumont city	118,428
TX		Port Arthur city (pt.)	55,010
TX	**Lubbock County**		**307,412**
TX		Lubbock city	255,885
TX	**McLennan County**		**254,607**
TX		Waco city	138,183
TX	**Nueces County**		**362,265**
TX		Corpus Christi city (pt.)	326,554
TX	**Smith County**		**230,221**
TX		Tyler city	105,729
TX	**Webb County**		**275,910**
TX		Laredo city	261,639
UT	**Weber County**		**256,359**
UT		Ogden city	87,325
WA	**Benton County**		**201,877**
WA		Kennewick city	82,943
WA		Richland city	57,303
WA	**Whatcom County**		**225,685**
WA		Bellingham city	90,665
WA	**Yakima County**		**251,446**
WA		Yakima city	93,884
WI	**Brown County**		**263,378**
WI		Green Bay city	104,879

ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT
HAVE NOT ACCEPTED URBAN COUNTY STATUS

NEW ENGLAND FIELD OFFICES

NEW HAMPSHIRE	HILLSBOROUGH COUNTY ROCKINGHAM COUNTY

NEW YORK/NEW JERSEY OFFICES

NEW YORK	SARATOGA COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	SUSSEX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

FLORIDA	CLAY COUNTY
GEORGIA	FORSYTH COUNTY
SOUTH CAROLINA	BERKELEY COUNTY

MIDWEST FIELD OFFICES

MICHIGAN	OTTAWA COUNTY

SOUTHWEST FIELD OFFICES

TEXAS	COLLIN COUNTY
TEXAS	DENTON COUNTY

GREAT PLAINS FIELD OFFICES

IOWA	POLK COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	DOUGLAS COUNTY
COLORADO	WELD COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MOHAVE COUNTY*
CALIFORNIA	TULARE COUNTY

*Mohave County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING A CONTRACT WITH CUSTOM CARE SERVICES INC. FOR LAWN MAINTENANCE SERVICES THROUGH STATE CONTRACT FOR THE BOROUGH OF OCEANPORT

Resolution #2020-128
05/21/20

WHEREAS, the Borough of Oceanport has researched solutions to provide the Department of Public Works with additional resources to allow them to perform and complete their job functions; and

WHEREAS, the Borough awarded a contract for grass cutting and trimming of specific areas to Custom Care Services Inc. for services from August 1, 2019 through November 2019; and

WHEREAS, the Borough is satisfied with the services provided and desires to continue to outsource the grass cutting and trimming services in 2020; and

WHEREAS, N.J.S.A. 40A:11-3(a), allows for the award of a contract without the necessity of public advertising for bids where the municipality has a Qualified Purchasing Agent, and when the cost or price does not exceed $40,000.00 or the procurement is made through a State contract; and

WHEREAS, Custom Care Services Inc. has submitted a proposal dated April 16, 2020 for the provision of lawn maintenance services for the period April 2020 through November 2020 at a monthly cost of $10,625 for a total cost of $85,000; and

WHEREAS, the Borough Administrator has recommended that a contract be awarded for lawn maintenance services to Custom Care Services, 2817 Williamsburg Drive, Wall, NJ 07719 which is available through NJ State Contract #84253; T-1136 for a total amount not to exceed $85,000.

WHEREAS, the Chief Financial Officer has certified that funds are available in Account #06-270-00-500-020, Open Space in the amount of $42,500.00 and Account #01-201-26-310-256, Buildings & Grounds in the amount of $42,500.00 for the stated purpose subject to adoption of the 2020 municipal budget,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that a contract for the provision of lawn maintenance services for the period April 2020 through November 2020 at a total cost of $85,000.00 through Custom Care Services, 2817 Williamsburg Drive, Wall, NJ 07719 pursuant with NJ State Contract #84253; T-1136 is hereby authorized.

,

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #06-270-00-500-020, Open Space in the amount of $42,500.00 and Account #01-201-26-310-256, Buildings & Grounds in the amount of $42,500.for the stated purpose pending adoption of the 2020 municipal budget.

Catherine D LaPorta

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-128 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

____
JEANNE SMITH, RMC
BOROUGH CLERK

From: Donna Phelps
To: Jeanne Smith
Cc: Richard Gallo; Katie LaPorta
Subject: FW: proposal
Date: Tuesday, August 6, 2019 8:56:01 AM
Attachments: Custom Care Services State Contract.html
Oceanport 08-01-2019.pdf

As per our conversation, see the e-mail below regarding this year's contract with Custom Care Services for September, Otober and November at $10,625 per month for a total of $31,875. Also attached is their proposal and the state contract information.

This should be on the workshop for discussion and the regular for approval at the August 15th meeting. Thanks.

Donna

From: Steven Weinstein <customcareserv@aol.com>
Sent: Monday, August 5, 2019 1:58 PM
To: Donna Phelps <dphelps@oceanportboro.com>
Subject: Re: proposal

Ok

Sent from my iPhone

On Aug 5, 2019, at 1:51 PM, Donna Phelps <dphelps@oceanportboro.com> wrote:

> Thanks Steve. I'll keep you posted.
>
> Donna
>
> **From:** customcareserv@aol.com <customcareserv@aol.com>
> **Sent:** Monday, August 5, 2019 1:50 PM
> **To:** Donna Phelps <dphelps@oceanportboro.com>
> **Subject:** Re: proposal
>
> Sure, Can do.
>
> -----Original Message-----
> From: Donna Phelps <dphelps@oceanportboro.com>
> To: customcareserv@aol.com <customcareserv@aol.com>
> Cc: Richard Gallo <cgallo@oceanportboro.com>; Katie LaPorta <KLaPorta@oceanportboro.com>
> Sent: Mon, Aug 5, 2019 12:01 pm
> Subject: RE: proposal
>
> th

Good morning Steve – We are trying to get this approved at our August 15 Council Meeting. If we get approval, would it be possible for you to start in September? We would then have a contract for this year for September, October and November at $10,625 per month for a total of $31,875. Can you please let me know at your earliest convenience. Thanks.

Donna

From: customcareserv@aol.com <customcareserv@aol.com>
Sent: Thursday, August 1, 2019 10:41 AM
To: Donna Phelps <dphelps@oceanportboro.com>
Subject: proposal

See attached requested proposal.

Custom Care Services, Inc.
(732)297-3310

Proposal

CUSTOM CARE SERVICES, INC.
2817 Williamsburg Drive
WALL, NEW JERSEY 07719
(732) 297-3310
Fax (732) 297-9606

PROPOSAL SUBMITTED TO		PHONE		DATE
Borough of Oceanport		732-222-8221		08/01/2019
STREET		JOB NAME		
CITY, STATE and ZIP CODE		JOB LOCATION		
ARCHITECT Attn: Donna Phelps	DATE OF PLANS	dphelps@oceanportboro.com		JOB PHONE

We hereby submit specifications and estimates for:

As requested:
Cutting of boro properties on attached list.
Cuts consist of 32 seasonal visits (April-Nov)
Paper/Debris pick up prior to cut
Trimming around all obstacles ie trees, hydrants, signs, etc.
Payments can be monthly for 8 months of season or spread to 12 monthly payments

Cost: $85,000.00 seasonally
April-November

Please Advise

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
See above dollars ($).

Payment to be made as follows:
Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within ______ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature ______

Date of Acceptance: ______

Signature ______

OCEANPORT PROP

BOROUGH PROPERTIES		
21	Main Street	Hook & Ladder Fire Co.
	E. Main & Oceanport Avenue	Old Wharf Park
	E. Main & Pemberton	First Aid Squad
129-183	Port Au Peck Avenue	Maria Gatta Park
	Port Au Peck & Comanche	Community Park
450	Port Au Peck Avenue	Blackberry Bay Park
	Evergreen Park	Burnt Mill Circle & Pine Tree Lane
	Trinity Park	End of Trinity Place
	Sommers Park	23 Pocano Avenue
	Charles Park	Monmouth Blvd & Arnold Ave.
433	Myrtle Avenue	Port Au Peck Fire House
SCHOOLS		
2	Maple Place	Maple Place School
29	Wolf Hill Avenue	Wolf Hill School
FORT MONMOUTH		
282	Hildreth Avenue	Current PD
900	Murphy Drive	DPW
901	Murphy Drive	New Borough Hall Property
977	Murphy Drive	New Police Dept. Property
983	Murphy Drive	Rec Center Property

Notice of Award
Term Contract(s)

T-1136
LAWN MAINTENANCE SERVICES
TRENTON CAPITOL COMPLEX AND GLEN GARDEN

Vendor Information
By Vendor
RFP Documents
Email to VALERIE TAYLOR

Downloadable NOA Documents (Please utilize scroll bar on right side of box if necessary to view all documents)
NOA Documents can be found on NJSTART
The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number NOAs By Title Search NOAs

Index #:	T-1136
Contract #:	84253
Contract Period:	FROM: 06/01/13 TO: 12/31/19
Applicable To:	SELECTED STATE AGENCIES
Cooperative Purchasing:	NOT APPLICABLE
Vendor Name & Address:	CUSTOM CARE SERVICES INC 2817 WILLIAMSBURG DRIVE WALL, NJ 07719
For Procurement Bureau Use:	
Solicitation #:	21466
Bid Open Date:	05/09/13
CID #:	1038456
Commodity Code:	988-36
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

In the event of an emergency, contact the following in the order listed:		
VALERIE TAYLOR	PROCUREMENT SPECIALIST	609-292-9676
KELLY ANDERSON-THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-292-0177
	PUB DATE:	**06/25/19**

VENDOR INFORMATION	
Vendor Name & Address:	CUSTOM CARE SERVICES INC 2817 WILLIAMSBURG DRIVE WALL, NJ 07719
Contact Person:	STEVEN M.WEINSTEIN
Contact Phone:	732-297-3310
Order Fax:	732-297-9606
Contract#:	84253
Expiration Date:	12/31/19
Terms:	2% 9 NET 10
Delivery:	2 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	NO
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING**	

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #19-00008 FOR BLOCK 109, LOT 10 KNOWN AS 85 HORSENECK POINT ROAD

Resolution #2020-129
05/21/20

WHEREAS, at the Borough Tax Sale held on October 24, 2019, a lien was sold on Block 109, Lot 10 otherwise known as 85 Horseneck Point Road; and

WHEREAS, this lien, known as Tax Sale Certificate 19-00008 was sold to US Bank cust/ProCap 8 at an interest rate of 0%; and

WHEREAS, the owner's representative has redeemed certificate 19-00008 in the amount of $ 19,674.48.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of $19,674.48 payable to US Bank cust/ProCap 8, Pro Capital Mgt II, 50 S 16th St Suite 2050, Philadelphia PA 19102 for the redemption of Tax Sale Certificate 19-00008.

BE IT FURTHER RESOLVED, that the CFO be authorized to issue a check in the amount of $21,000 (Premium) to the aforementioned lienholder.

I certify that the foregoing Resolution #2020-129 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

____
JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #17-00021 FOR BLOCK 121, LOT 3.01 KNOWN AS 284 E. MAIN STREET

Resolution #2020-130
05/21/20

WHEREAS, at the Borough Tax Sale held on September 14, 2017, a lien was sold on Block 121 Lot 3.01 otherwise known as 284 E Main St; and

WHEREAS, this lien, known as Tax Sale Certificate 17-00021 was sold to Leed Capital at an interest rate of 0%; and

WHEREAS, the owner has redeemed certificate 17-00021 in the amount of $71,957.49.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of $71,957.49 payable to Leed Capital, 946 Main St, Hackensack NJ 07601 for the redemption of Tax Sale Certificate 17-00021.

BE IT FURTHER, RESOLVED, that the CFO be authorized to issue a check in the amount of $36,000 (Premium) to the aforementioned lienholder.

I certify that the foregoing Resolution #2020-130 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

____
JEANNE SMITH, RMC
BOROUGH CLERK

BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES ● APRIL 2, 2020

Workshop | **Maple Place School** | **7:00 PM**

2 Maple Place, Oceanport, NJ 07757

I. **Meeting Called to Order:** Mayor Coffey called the meeting to order at 7:08 p.m.

II. **Statement of Compliance with Open Public Meetings Act:** *Mayor Coffey advised that "This meeting complies with the Open Public Meetings Act by notification on March 31, 2020 of the remote location, date, time and URL address to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough website".*

Mayor Coffey then read the virtual/remote meeting advisory advising the public how to attend and and participate during public portions of the meeting.

III. **Flag Salute:** Mayor Coffey led the audience and members of the Council in the flag salute

IV. **Invocation:** Borough Chaplain Stacy Deerin was unable to attend.

V. **Roll Call:**

Attendee Name	Title	Status	Arrived
Jay Coffey	Mayor	Remote	
William Deerin	Councilman	Remote	
Richard Gallo	Councilman	Remote	
Bryan Keeshen	Councilman	Remote	
Michael O'Brien	Councilman	Remote	
Thomas Tvrdik	Councilman	Remote	
Meghan Walker	Councilwoman	Remote	
Jeanne Smith	Borough Clerk	Present	
Donna M. Phelps	Borough Administrator	Remote	
Scott Arnette	Board Attorney	Remote	
Catherine D. LaPorta	Chief Financial Officer	Remote	

VI. **RESOLUTIONS:**

#2020-105 Resolution authorizing payment of BILL LIST 04-02-2020

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	William Deerin, Councilman
SECONDER:	Meghan Walker, Councilwoman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-106 Resolution authorizing a Lease Agreement for Bldg 116 with FMERA

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bryan Keeshen, Councilman
SECONDER:	Richard Gallo, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-107 Resolution authorizing Change Order #13 to Benjamin Harvey Co. Contract

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-108 Resolution authorizing Change Order #14 to Benjamin Harvey Co. Contract

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Meghan Walker, Councilwoman
SECONDER:	Richard Gallo, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-109 Resolution authorizing Change Order #15 to Benjamin Harvey Co. Contract

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-110 Resolution authorizing Change Order #16 to Benjamin Harvey Co. Contract

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Meghan Walker, Councilwoman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

VII. Administrator's Report:

Ms. Phelps provided an update on conference calls and updates on COVID-19; department heads and employees are working together to make the best of an awful situation, the borough has filed a request for public assistance with FEMA in conjunction with any costs or expenses incurred as a result of COVID-19 and a separate line item for same has been setup within each department to track the borough's costs; she will be spearheading all of the filing and with covid-19. The Borough also submitted a request for reimbursement in the amount of $1.258 million on February 5th for expenses paid in conjunction with the municipal complex, which has received no response but will continue to follow up on. Ms. Phelps reported on the status of the title check valve grant - previously reported the borough's initial application was denied based on insufficient information, the Borough was told that this grant would open again this year, however in light of what's going on, she was not sure when and if that will occur.

Ms. Phelps further reported that the figures for the mold remediation were now available and along with the figures previously received for the asbestos remediation, she is preparing a scope change with the hopes of the borough being reimbursed. Initial calculations put these costs at approximately $770,000.

VIII. Clerk's Report:

April 23, 2020 Meeting Items:

1. Receipt of Minutes, Recreation Committee, Jan. 8, 2020
2. Receipt of MInutes, Recreation Committee, Feb. 12, 2020
3. Receipt of Minutes, Historical Committee, Feb. 13, 2020
4. Mayor & Council - Workshop - Mar 5, 2020 7:00 PM
5. Regular Minutes of March 19, 2020
6. First Aid Membership Application, Douglas Goldsmith

Ms. Smith reported on receipt of petitions for the June primary, number of OPRA requests received to-date, thanked everyone for their patience with the new system, and asked for questions on the regular meeting items. Ms. Phelps advised that she may need an item for the tonnage grant on for that meeting. Ms. Smith lastly reminded all of two ordinance hearings scheduled for the next meeting.

IX. Discussion Items:

1. Resolution authorizing contract for Field Maintenance/Renovation Improvements

   Ms. LaPorta advised that the original price exceeded local purchasing thresholds and unable to award it the way it is. Therefore, there is no place to apply the Sports Foundation donation. She did reach out to a state contract vendor and is evaluating their proposal. The quote received exceeded some bid threshold that should have been advertised. Additionally, there's an issue regarding use of prevailing wage or not because it exceeds that threshold. With COVID status it will be evaluated at a later date.

2. Resolution accepting donation from the Oceanport Baseball Association
   Mayor Coffey commented that if the Borough is unsure what to do with the field project then the check should be returned until its decided and then contact them to see if they're still willing to donate to the project.

3. Bulkhead Repair Werah Place
   Councilman Tvrdik discussed the matter of the Werah Place street end and bulkhead; previously discussed a request to vacate the street which was decided not in the best interest of the Borough; resident is now proposing to pay for the bulkhead replacement on the borough property. He and Council President Gallo met with resident, Mr. Schmidt, who would like the Borough to cover the permits with DEP or whatever was necessary. They advised Mr. Schmidt to put his proposal in writing to the Mayor and Council via the Borough Clerk which was included with Council's agenda package. Before open discussion he requested that the Mr. Arnette provide guidance on some of the legal aspects. that I would like to turn over to our Borough attorney and talk about with this bulkhead. Mr. Arnette spoke to concerns for the engineering component as that done for Borough property differs from those done in the private sector; the estimate was $40-50,000 and in exchange the Borough would cover permit fees so with Borough involvement the project likely would involve prevailing wage which would likely impact the contractor's quote; liability concerns should there be some issue and contractor walks off job before completed with no performance bond in place and moreover the legal issue as to whether or not the borough could enter this type of agreement. His initial thought was that this was beyond what the Borough had the ability to but would like the opportunity to do a little more legal research on the issue if that's what the Council wants him to do.

   Discussion ensued on the topic including the need for additional legal research, the need for proper process, the need for further discussion with the property owner's professionals, Council President's Gallo's comments on options being whether to consider the agreement or wait until the bulkhead could be included in a road program, Councilman Tvrdik queried whether it was an option for the resident to make a donation to the town towards the project to make it simpler in order to expedite the project. Council President Gallo stated he would speak with the engineer and Councilman Tvrdik would talk to the property owner; and once logistics were worked out some more, additional time could be spent on making sure it was done in compliance with law.

4. Roof at New Municipal Complex, Councilman Tvrdik - *Added*
   As there were no objections, Councilman Tvrdik presented for discussion the roof replacements at the new municipal complex. Councilman Trdik provided details concerning two different specs for the roof replacements for proposals from contractor Ben Harvey's vendor Atwood, the different roof types proposed, warranties and a comparison of the alternatives. Quote from Atwood through Ben Harvey for TPO roof came in with overhead and profit all and 35-yr warranty at $600,875. Now, there were five alternates requested with different warranties and costs with the modified roof with 25-hr warranty coming in just under $800,000. Councilman Tvrdik questioned Council if they wanted to go with Atwood and Harvey's price as a change order? Or should it be put out for bid?

   CFO Katie LaPorta interjected that she believes a look needs to be taken of where the Borough stands with regard to the 20% as the roof change order brings the project over the 20%. There was discussion on the process to address the administrative aspects of going over the 20%.

   Mayor Coffey asked if there were any questions.

Councilman Deerin commented that he didn't believe the Borough should just accept this like its okay as he doesn't believe it is ok. As conversation proceeded Mr. Arnette interrupted and advised that this was something that they could talk about at the next meeting in an executive session or something like that rather than talk about potential litigation.

5. COVID-19 Expenses CFO LaPorta *- Added*

Ms. LaPorta spoke to the addition of a separate line item for each Department in the budget to track covid-19 expenses in order to track for reimbursement initially. (75% eligible for reimbursement). New guidance has come from the State recommending that line item be included for appropriations. Currently there is no place in the budget to spend against, known and unknown, as this continues. She requested Council's approval to add a resolution to the next meeting to authorize a line item for covid-19 to be added to the temporary budget until the budget is adopted. She will discuss with the departments estimates for a reasonable number to appropriate.

Ms. LaPorta also discussed delays due to the State of New Jersey extending their budget through September 30th for their year-end which will not be June 30th. As a result, there are impacts to the Borough's budget introduction and adoptions and estimated tax bills will need to be sent for the August 1st. In speaking with the tax collector, its not a big deal to send them out and when actual numbers come out send again. The downside is expenses for printing and mailing bills, postage, envelopes, etc. and estimates $2500 dollars for the process. Ms. Phelps added that would be considered a covid19 expense. The good news is that the Garbage Contract are due on the 14th of April. Ms. LaPorta also brought to their attention discussions concerning extending grace periods, which would be something Council would have to do with regard to any interest that would be charged, nothing to do now but everybody should be aware of it.

6. Update on Old Borough Hall Site, Councilman Tvrdik *- Added*

Councilman Tvrdik addressed concerns regarding public comments on Facebook regarding trees at the old borough hall site, development is proceeding and while they took down all of the trees they are put back 195 new trees and 22 shrubs all along the berm and on the properties in order to not disturb the osprey nests. They are building the berm around the Osprey nests getting everything set so that they can work on the rest of the area and minimize the disruption around the nest.

Councilman Deerin then offered comments concerning current situation, everyone struggling and anxiety is incredibly high, commended the OEM, the Mayor and the Borough's Representatives that are keeping everyone really well informed. He has seen some things occasionally on Facebook criticizing these guys. Politely, keep your criticism to yourself. If you have some help or solutions, please share those. This town is doing a wonderful job supporting one another and they're going to continue to do that. Keep it in a positive manner, support our restaurants, support our stores, support one another. If there's a legitimate criticism, share it, but if it's just a divide, please keep to yourself.

X. Mayor's Report:

Mayor Coffey commented in general on those working hard, we are blessed to be a small town, the Borough has system in place for Oceanport Gardens senior building and meeting those needs, spoke to the numbers of positive tests in Oceanport are only reflective of those that have actually been tested, 19 positive in Oceanport who are self quarantined and many who are testing but waiting for results to come back. So the numbers from the County are 5-6 days behind.

Mayor Coffey spoke highly of the Borough's OEM group, communications, day to day affairs like they did back during Sandy.

Mayor Coffey commented that he sees a lot of people out walking and complying with social distancing, believe that mental health is a huge component of this and being outside and socializing in compliant ways is helpful.

Councilwoman Walker echoed Councilman Deerin's remarks – and acknowledged that a lot of people are contributing and do want to help and highlighted one person in town. Resident Amy Stark has started a group called F.L.A.G. “which stands for Frontline appreciation group, and she's accepting donations from people to provide meals to nurses and doctors at both Riverview and Monmouth Medical.

Mayor Coffey adding to that another group of volunteers is working together to show the community cares called OCHO – Oceanport Caring and Helping Others, has a Facebook page and hotline if you need assistance or want to help.

XI. **Petitions from the Public:** Mayor Coffey opened the meeting to petitions from the public and asked the Clerk if anyone had submitted a request to speak.

Mark Patterson, 40 Itaska Place, thanked everyone especially Council, the Mayor and OEM director. He has seen eight or nine updates thus far with regards to this pandemic and knows that all are working hard. Not speaking as part of the organization's he belongs to, but through those organizations, they've been in constant contact with the Borough and the Borough has been keeping us in the loop. It’s much appreciated.

As no one else from the public sought to be heard, Mayor Coffey closed that portion of the meeting.

XII. **Adjournment:** As there was no further business, the meeting was adjourned at 8:02 PM on a motion by Councilman Tvrdik, seconded by Councilwoman Walker and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES ● APRIL 13, 2020

Special Meeting **Maple Place School** **4:00 PM**

2 Maple Place, Oceanport, NJ 07757

I. Call to Order: Mayor Coffey called the meeting to order at 4:10 p.m.

II. Statement of Compliance with Open Public Meetings Act: *Mayor Coffey advised that "This meeting complies with the Open Public Meetings Act by notification on April 9, 2020 of the remote location, date, time and URL address to the Asbury Park Press and the Star Ledger and by the posting of same on the municipal bulletin board and Borough website".*

Mayor Coffey then read the virtual/remote meeting advisory advising the public how to attend and participate during public portions of the meeting

III. Flag Salute: Mayor Coffey led the audience and members of the Council in the flag salute

IV. Roll Call:

Attendee Name	Title	Status	Arrived
Jay Coffey	Mayor	Remote	
William Deerin	Councilman	Absent	
Richard Gallo	Councilman	Remote	
Bryan Keeshen	Councilman	Remote	
Michael O'Brien	Councilman	Remote	
Thomas Tvrdik	Councilman	Remote	
Meghan Walker	Councilwoman	Remote	
Jeanne Smith	Borough Clerk	Present	
Donna M. Phelps	Borough Administrator	Remote	
Scott Arnette	Board Attorney	Remote	
Catherine D. LaPorta	Chief Financial Office	Remote	

V. Resolutions:

1. **#2020-112** Resolution authorizing Change Order #17 to Benjamin Harvey Co. Contract

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Gallo, Keeshen, O'Brien, Tvrdik, Walker
ABSENT:	Deerin

2. **#2020-113 Resolution authorizing Mayor to Execute Letter for KKF University Enterprises**

Mayor Coffey put forth the next resolution authorizing the mayor to execute a letter regarding the financing for KKF University Enterprises. This is the project on the Fort property to build the college for New Jersey City University. Mayor Coffey stated their attorney was available and invited questions from the Council.specific to this item

Councilman O'Brien asked what's the security or guarantee that supports the bond?

Peter Wersinger, Attorney for KKF, responded that there are a number of securities or collateral instruments - there is a mortgage that will be on Squier Hall which is the 5.7 acre tract, there will be an assignment of the 40-year lease between KKF and the university, basically revenue bonds based upon the rent, spoke to the guarantees and assured guarantee becomes the sole bondholder stepping into the shoes of the original.

Council President Gallo wanted clarified that the Borough was not a cosigner of this or anything right? Mr. Wersinger assured that the Borough was not, the bonds are being issued through a national entity that's similar to EPA in New Jersey. This is a Wisconsin-based entity that that is authorized for this type of bonds and every state in the country. Under Wisconsin law before they can issue in any state other than Wisconsin they must get the permission of the jurisdiction that has or government agency that has jurisdiction over the project to basically say, yeah, you're welcome to come in and do this transaction. You are not endorsing the project which is what the letter says, you're not involved in any way shape or form in terms of financial responsibility. Further, the Borough is not even endorsing the project by the express language of the letter authorizing the bonds to be issued by p.m.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael O’Brien, Councilman
SECONDER:	Bryan Keeshe, Councilman
AYES:	Gallo, Keeshen, O'Brien, Tvrdik, Walker
ABSENT:	Deerin

VI. Petitions from the Public: Mayor Coffey opened the meeting to petitions from the public and asked the Clerk if anyone had submitted a request to speak. Ms. Smith advised that one member of the public had raised a question, Rosanne Letson. Mayor Coffey acknowledged Ms. Letson who advised by text that she wasn't sure why it was showing that as she did not have a question.

As no one else from the public sought to be heard, Mayor Coffey closed that portion of the meeting.

VII. Adjournment: As there was no further business, the meeting was adjourned at 4:22 PM on a motion by Council President Gallo, seconded by Councilwoman Walker and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING THE MAILING OF ESTIMATED 3RD QUARTER 2020 TAX BILLS

Resolution #2020-131
05/21/20

WHEREAS, in light of the economic impact of COVID-19 and the state delay of the adoption of the 2021 state budget to September 30, 2020; and

WHEREAS, the Division of Local Government Services cannot certify State Aid allocations until the State Aid Appropriations are known; and

WHEREAS, the Division cannot approve municipal budgets and the County Board of Taxation cannot certify taxes until long after the statutory deadline to process the third quarter bills; and

WHEREAS, the Oceanport Borough Tax Collector, in consultation with the Oceanport Borough Chief Financial Officer, has computed an estimated tax levy in accordance with NJSA 54:4-66.3, and they have both signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies;

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Borough Council shall not need the approval from the Director of the Division of Local Government Services since the estimated tax levy will not exceed 105% maximum allowed. Approval will enable the Borough to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments, and save the unnecessary cost of interest expenses on borrowing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR & COUNCIL OF THE BOROUGH OF OCEANPORT, on this 21st day of May, 2020, as follows:

1. The Oceanport Borough Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the Borough for the third installment of 2020 taxes. The Tax Collector shall proceed and take such actions as are permitted and required by L 1994, c. 72 (NJSA 54:4-66.2 and 54:4-66.3).

2. The entire estimated tax levy including Municipal, Library, School, County, and County Open Space for 2020 is hereby set at $_______________.

3. In accordance with the law, the third installment of 2020 taxes shall not be subject to interest until the later of August 10 or the twenty-fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

4. The Tax Collector may rescind this resolution in the event the State budget is adopted and the County of Monmouth releases a tax rate for the Borough of Oceanport.

Explanatory Statement

Due to the economic impact of COVID-19 and the potential for a delayed state budget and certified tax rates, the Borough cannot print and release tax bills, and may experience cash flow difficulties. This resolution authorizes the collector to prepare and deliver estimated third quarter 2020 bills based on an estimated levy in the event of further delays. This levy amount is only estimated and cannot be finalized until the Monmouth County Tax Board strikes the rate. The Tax Collector may rescind this resolution in the event the rate is struck by the County and the state aid figures are released in a timely basis.

Katie LaPorta, CFO

Peggy Warren, Tax Collector

I certify that the foregoing Resolution #2020-131 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

____
JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING THE BOROUGH OF OCEANPORT'S HOME IMPROVEMENT PROGRAM PREPARED BY COMMUNITY GRANTS PLANNING & HOUSING (CGP&H)

Resolution #2020-132
05/21/20

WHEREAS, the Borough of Oceanport appointed Community Grants Planning & Housing (CGP&H) to administer the Borough's Affordable Housing Rehabilitation Program by Resolution #2020-124 on May 7, 2020; and

WHEREAS, in order to administer the Borough's Affordable Housing Rehabilitation Program, CGP&H will need to establish guidelines, policies and procedures which will govern the Home Improvement Program; and

WHEREAS, CGP&H has prepared the Borough of Oceanport's Home Improvement Program Policies and Procedures Manual which includes procedures for the implementation of a marketing plan to recruit interested homeowners to the program; processing homeowner's applications; determining program eligibility; preparation and receipt of contractor bids; and overseeing the construction portion of the Home Improvement Program; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council approves the Borough of Oceanport's Home Improvement Program prepared by CGP&H attached hereto as Schedule A.

I certify that the foregoing Resolution #2020-132 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

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JEANNE SMITH, RMC
BOROUGH CLERK

Home Improvement Program

Policies and Procedures Manual

Borough of Oceanport

New Jersey

Created May 14, 2020

Prepared by:

CGP&H
Community Grants, Planning & Housing
Good People. Great Results. Since 1993.

1249 South River Road, Suite 301
Cranbury, NJ 08512-3633
609/664-2769 www.cgph.net

Home Improvement Program

Home Improvement Program

Polices & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by the Borough to assist properties occupied by very low, low and moderate-income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. Additionally, the HIP was designed to fulfill Oceanport' rental and owner rehabilitation obligation, as found in the Borough's Housing Element and Fair Share Plan (HEFSP) adopted on February 11, 2020 and Endorsed by the Mayor and Council on February 20, 2020, as well as in the Borough's Settlement Agreement between the Borough and Fair Share Housing Center (FSHC) on May 17, 2019. The HIP is guided by N.J.A.C. 5:93-5.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Borough of Oceanport [1]. The Borough of Oceanport has contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP. The Program's funding source will be municipal affordable housing trust funds. If the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the housing rehabilitation/home improvement programs or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or http://www.state.nj.us/lps/dcr/index.html. Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

[1] The HIP is guided by N.J.A.C. 5:93 except for the length of affordability controls for both owner- and renter-occupied (10 years, not six (6) years) and except for the required average hard cost expenditure ($10,000, not $8,000).

II. ELIGIBLE PARTICIPANTS

A. Program Area

The HIP is a Borough wide program currently aimed at scattered site housing rehabilitation of housing occupied by very low, low and moderate-income households throughout the Borough of Oceanport.

B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be income eligible, the units are determined to be substandard and for primary residency only. Owners of rental properties do not have to be income eligible households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

For housing units which received past affordable housing state credit, the following rules for repeat assistance shall apply.

- An owner of a previously rehabbed unit may apply for current rehab assistance if the unit was rehabbed prior to 2010 and the affordability period has expired.
- An owner of an existing affordable deed restricted ownership unit with an active deed restriction that is currently meeting a Round 1 or Round 2 credit may apply for current rehab assistance for the municipality to obtain a Round 3 present need credit, unless the affordable housing deed restriction received a new affordable housing credit during Round 3 due to extended controls.
- Housing units which the municipality received an affordable housing credit in Round 3 in any category are not eligible for additional assistance from the Borough's housing rehabilitation program during Round 3.

Basically, a municipality cannot double dip credits on a unit within the same affordable housing Round.

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's moderate-income limits based on family size.

Since the 2015 NJ Supreme decision declaring COAH nonfunctioning, it is now left to the local court vicinages to approve income, sales and rental increases using similar methodologies that were employed by COAH.

The income limits and applicable methodology are in Appendix B, and the plan for properly amending median incomes and rental increases every year going forward until or unless COAH or another state entity becomes functional again is also included in Appendix B at the end of this manual. The Program Administrator will ensure that the annual chart in Appendix B is updated whenever updates become available.

If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

D. Application Selection

Due to the Program's two openings, at program start-up, the Program will conduct outreach for homeowners interested in the Program to submit a preliminary application to be included in a predesignated date lottery/random drawing for applicant pool waiting (APW) list invite order placement. The Program will assign the random numbers to each applicant through a computerized random number generator thereby creating the APW list.

In the order of the APW list and if and when the homeowner intake demand exceeds the number of openings, in the first year and all subsequent years, low income households will receive priority order of invite over moderate income households until a minimum of 50% of the units assisted are low income.

When invited to submit a formal application, the preliminary applicant must submit the completed formal application with support documents within two weeks or the Program will invite the next applicable preliminary applicant from the APW list. The first fully qualified household will proceed in the program process. If after the list of preliminary applications submitted during the initial lottery period is exhausted and if openings remain, the Program will process new preliminary applicants added to the APW list on a first-come, first served basis, to qualified applicants. If and when there is a waiting list, priority will be given to homeowners with less than $200,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit. The HIP will establish the waiting list from the program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including income eligibility and bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

A. The repair problem is an immediate and serious threat to the health and safety of the building's residents

B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

Depending on the type and extent of the emergency and with the homeowner's permission, the Program may by-pass the standard bid process outlined in *Section V sub-section N* to expedite the bid/contractor selection process. Instead the Program may have a proven qualified contractor familiar with the Program present at the initial property inspection with the homeowner to count as the contractor's site visit. This will allow for a quick turn-around on emergency scope of work to be contracted on a single quote basis. To be awarded the emergency work, the contractor 's quote must be determined to be a reasonable cost based on the Program Inspector's cost estimate and the contractor must commit to a tight timeline to resolve the emergency situation. This emergency process may apply to heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolvable to unclog via a simple service call for under $1,000.

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Borough's Home Improvement Program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency shall be immediately due and payable back to the Borough.

To address this potential, any homeowner receiving emergency funds will also be required to execute a statement indicating that the Borough will place a lien on the property assisted for the Borough to recapture the emergency funds, to be repaid with interest, based on the monthly average mortgage loan commitment rates at the time of closing in the event of noncompliance.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. In order to qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:93-1.3.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Lead paint remediation
- Interior trim work
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Interior stair repair
- Exterior step repair or replacement
- Porch repair

- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are upgrades/higher than mid-grade and/or strictly cosmetic), carpets, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools, landscaping, solar panels and generators. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited.

Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6, and Chapter 295 of the Borough's local property maintenance code (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least $10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 1 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than $10,000 of work, provided the municipal rehabilitation activity shall average at least $10,000 per unit.
Maximum Loan Amount	$22,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for *Exceptions to Loan Repayment Terms* section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay 100% of the original loan per the schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or

2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or

3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability

period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Borough's Administrative Agent will be responsible for monitoring compliance over that unit.

B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units

Table 2 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than $10,000 of work, provided the municipal rehabilitation activity shall average at least $10,000 per unit.
Maximum Loan Amount	$18,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the 10 year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate-income households for the terms of the ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even if the owner sells the property, transfers title to the property, or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability period, unless ownership is transferred to another low or moderate-income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata portion of the shared improvements must be fully repaid to the Borough and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:
For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable rental price and will be affirmatively marketed by the Borough designated Administrative Agent, in accordance with the Borough of Oceanport Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals.

For information regarding future rental increases: Please refer to Section VIII C of this manual.

C. Terms and Conditions on Investor-Owned Multi-Family Rental Units

Table 3 Investor-Owned Terms & Conditions

Investor-Owned Multi-Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than $8,000 of work, provided the municipal rehabilitation activity shall average at least $10,000 per unit.
Maximum Loan Amount	$18,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 50% of rehab cost at construction agreement signing. 50% balance forgiven if in compliance with rental restrictions. The 50% rehab cost is waived for non-profit corporation rentals, if any. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the Borough's Administrative Agent and is pursuant to UHAC and subject to annual adjustment. A copy of the income figures for 2020, and the methodology for going forward, until the reinstitution of COAH or another state entity performing this function is included in Appendix B of this document.

Throughout the ten year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate-income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the Borough of Oceanport Affordable Housing Affirmative Marketing Plan by the Borough's current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Mortgage, Mortgage Note and Deed Restriction, the latter which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents to other than low or moderate-income renters, before the terms of the lien expire.

D. Special Needs Waivers for Higher Cost Rehabilitation Projects

In cases of housing rehabilitation costs exceeding the program maximum loan amounts listed in applicable Tables 1, 2 and 3 above:

- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP) or the Monmouth County's Home Repair Program.
- The Program reserves the right to make an exception and allow the expenditure of up to an additional $5,000 per unit to address code violations. The Borough will consider other situations for special needs waivers. Individual files will be reviewed on a case-by-case

basis. Upon Program and Borough approval, a Special Needs Funding Limit Waiver may be issued.

- If no viable options, the case will have to be terminated.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a Oceanport Borough affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Case Manager pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed or emailed to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Case Manager, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Case Manager will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Case Manager will be available for face to face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of both the owner household and tenant household (if any) must be fully certified as income-eligible before any assistance will be provided by the Program. The HIP will income qualify applicant, and when applicable tenant, households in accordance with N.J.A.C. 5:93-9 and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

C. What is Considered Income

The following income sources are considered income and will be included in the income eligibility determination:

- Wages, salaries, tips, commissions
- Alimony
- Regularly scheduled overtime
- Pensions
- Social security
- Unemployment compensation (verify remaining eligible number of weeks)
- TANF (Temporary Assistance For Needy Families)
- Verified regular child support
- Disability
- Net income from business or real estate
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

D. What is Not Considered Income

The following income sources are not considered income and will not be included in the income eligibility determination:

- Rebates or credits received under low-income energy assistance programs
- Food stamps
- Payments received for foster care
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans

- Personal property such as automobiles
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Part-time income of dependents enrolled as full-time students
- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

E. How to Verify Income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

1. Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
2. A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
3. If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
   - Social Security or SSI – Current award letter or computer printout letter
   - Unemployment – verification of Unemployment Benefits
   - Welfare -TANF current award letter
   - Disability - Worker's compensation letter or
   - Pension income (monthly or annually) – a pension letter
4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
5. Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements

and/or in certificate form – photocopy of certificates), whole life insurance. Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments;

6. Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

F. Additional Income Verification Procedures

1. Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

2. Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Program Case Manager should determine the imputed interest from the value of the property. The Program Case Manager should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

G. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current Homeowner's insurance declarations page (not the policy or receipt);
- Proof of flood insurance, if property is located in a flood zone;
- Copy of recorded deed to the property to be assisted;

- If deed co-holder resides at another location, provide proof of same (driver's license, etc);
- If widow or widower, copy of spouse's Death Certificate;
- Receipt for paid property taxes;
- Proof that all mortgage payments and, when applicable, Homeowner Association (HOA) Fees are paid current;
- Copy of any and all other liens recorded against the property;
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.); and
- Original of signed Eligibility Release form.

Properties for sale are ineligible for program assistance as well as any property the homeowner plans to sell within the next two years.

H. Requirements of Property Taxes Account Paid Current

All applicants' property tax account must be paid current. The Program reserves the right to make an exception to the requirement of paid up municipal accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

I. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien. In other words, the market value of the house must be greater than the total of the existing liens and anticipated program lien combined. For the sake of this rule, the market value of the home will be calculated using the municipality's assessed value divided by the equalization ratio. All existing property liens (mortgage, home equity loan, etc.) are then deducted from the calculated house value to determine the current property equity. The Borough may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for limited equity, but not for negative equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. This will be reviewed on a case-by-case basis.

J. House Conditions:

All areas of the house must be readily accessible, uncluttered, and clean. This is in anticipation of the Program Inspector and contractors needs of proper and sanitary access for inspections and construction work progress.

If there are any repairs or renovations currently being undertaken on the home by others or the homeowner or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to the homeowner applying to the Program.

K. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two-family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four-family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the Program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the Program until the work is satisfactorily completed, at which time the Program will release the payment to the contractor.

L. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for 180 days starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program.

If an applicant is determined ineligible, for any reason, the Program will issue a Notice of Ineligibility explaining the reason for the ineligibility determination and case termination.

M. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. To the extent that the budget may permit, home weatherization will also be included. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. Improvements approved under the Program shall be based on the cost of mid-grade fixtures and materials. No upgrades from this standard shall be allowed. Only eligible rehab work will be funded by the Program. In the event that not all items can be accomplished due to program funding caps, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, the HIP will request additional funds from Oceanport.

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP).

N. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Case Manager will provide the homeowner with a copy of the work write up and the Program Contractor List. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program Contractor List that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program Contractor List, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Case Manager will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Case Manager to obtain a full bid package and the contractor must submit a bid to the Case Manager by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid.

Contractor award is passed via Resolution by Borough Council. Therefore, the Case Manager will email to the applicable municipal staff the following documentation for Borough Council review at upcoming Council Meeting for Resolution approval:

- Bid Tabulation sheet
- Awarded contractor including Contractor Award Checklist
- For each contractor's first award in a calendar year, will also include awarded contractor Business Registration Certificate (BRC) and W-9 form.

O. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the Program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction (COAH form Appendix E-3).

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead base paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Base Paint (LBP) applies.

Following the pre-construction conference, the Case Manager will provide the Borough with a copy of the Construction Agreement which includes an itemized price list of the work.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality’s Construction office.

P. Initiate Borough Voucher

Upon contractor award decision, the Borough will provide the Case Manager with a blanket purchase order to create two purchase orders for each case for the contractor to sign at the pre-construction conference at time of contract signing. The contractor’s signed purchase orders will be held by the Case Manager until construction progress is sufficient to submit to the municipality.

The Borough voucher will be separated into two potential payments. The Program staff will match the payment request up with the Borough voucher issued at the pre-construction conference and adjust the payment amount as per the inspection results. Ultimately upon construction completion, the payments will equal the full voucher amount plus or minus any change orders.

For each contractor’s first award in a calendar year, the Case Manager will provide the municipal applicable staff with the awarded contractor Business Registration Certificate (BRC) and W-9 form.

Q. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program

Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Case Manager will follow the procedures spelled out in Section V subsection T *Payment Structure and Process* to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the Program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

R. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the homeowner, the contractor, the Program and the Borough.

The Case Manager will forward the executed change order to the Borough for approval via Resolution by Borough Council. If the change order work discovery is urgent, such as during roof tear off and cannot wait until the next Council meeting, it will be submitted for Borough's preliminary special needs approval prior to Resolution at upcoming Council meeting.

The contractor will be notified by the Case Manager of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

S. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Case Manager via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and;
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Case Manager with all required job closeout forms, the contractor will be responsible to request the Program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Construction progress on work line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Case Manager will follow the procedures spelled out in Section V subsection T. *Payment Structure and Process* to process the contractor's final payment request.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of $350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to CGP&H via a check prior to the Program Inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

T. Payment Structure and Process

The Borough will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Case Manager that all contractor's documents have been submitted according to program procedures, the Case Manager will submit to the Borough:

- Program's Request for Payment form with Owner's and Program's written approval
- The Borough voucher signed by the contractor and adjusted to match the current payment amount
- Copy of change order, if one occurred

The Borough retains the right to make payments to the contractor without homeowner approval should the homeowner become unavailable to sign the Program contractor payment form due to illness or absence. In such instance, the Program shall make reasonable attempts to contact the homeowner. If such efforts are not successful within a two-week period from the final inspection date, the Program shall advise the Borough, provide documentation of efforts to obtain homeowner approval, and may authorize contractor payment without homeowner sign-off, to not hold up payment rightfully due to the contractor.

The Case Manager is to submit the contractor payment request to the Borough Administrator and, if acceptable, the payment request will be placed on the upcoming Bill List agenda. The Borough will forward to the Case Manager a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Borough payments will total the Construction Agreement, including all applicable change order(s) if any, and minus owner contribution, if any. The combined Borough payments will also match the final Borough Voucher amount. Progress and final payments will be made payable to the contractor.

U. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Case Manager when requesting the final inspection. The Case Manager will ensure that a copy of the Certificate of Approval is placed in the case file.

V. Record Mortgage Documentation

At construction completion, the Case Manager will forward the executed mortgage to the Borough Administrator for recording. The Borough will immediately file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

W. File Closing

The Case Manager will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page.

The Case Manager will send the homeowner a case closeout letter explaining the warranty period, importance of program documents for personal record keeping, explaining the homeowner's responsibility to continue to maintain the home, providing the homeowner with a home maintenance checklist as guidance, thanking the owner for program participation, and encouraging him/her to recommend the program to other households in the community and, when applicable, reminding owner of the affordable housing rental requirements listed in the program lien documents and deed restriction.

X. Requests for Subordination or Program Loan Payoff

Oceanport may agree to subordination of its lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not "cashing out" any equity, Oceanport will subordinate up to 100% of the appraised value.

The fee to process program loan subordination requests will be paid by the homeowner directly to the Program Administrator in accordance with the fee set forth in the yearly program administration contract.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will coordinate with the Borough to advertise the availability of construction work on the Borough's website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. Additionally, CGP&H will reach out to home improvement contractors registered with Consumer Affairs who are geographically near or in Oceanport. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All interested contractors will have the opportunity to apply for inclusion on the Program Contractor List, which will be made available for the homeowner's use in selecting rehabilitation contractors. The contractor outreach material will also be posted on CGP&H's website.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least $1,000,000 in general liability insurance. The Contractor shall carry full workmen's compensation coverage including Employer's Liability limits of at least $500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Case Manager with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of Program job award; and
- At least three favorable references on the successful completion of similar work; and
- A reference of permit compliance from a municipal inspector (building inspector, code official, etc.); and
- The Contractor's State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

VII. Lead Based Paint (LBP):

For houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications. The requirements are spelled out in the General Conditions of the work specifications

VIII. Rental Procedures:

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C.5-80:26.1 et. seq. once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.
- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
- Rental Increases: See section VIII C, below.

The municipality's Administrative Agent will administer the rental affordability controls during the 10-year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

A. Determining Initial Affordable Rents

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ rules and regulations. The Administrative Agent will make every attempt to price initial rents to average fifty-two percent (52%) of the median income for the household size appropriate to the sized unit within each individual project (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26-12 (a)) of that figure is considered the "maximum base rent." Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. The Home Improvement Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

B. Pricing by Household Size

Initial rents are based on the number of legal bedrooms in each unit. Initial rents must adhere to the following rules.

Table 4 Initial Rental Pricing by Housing Size

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

- **A studio shall be affordable to a one-person household;**
- **A one-bedroom unit shall be affordable to a one- and one-half person household;**
- **A two-bedroom unit shall be affordable to a three-person household;**
- **A three-bedroom unit shall be affordable to a four- and one-half person household; and**
- **A four-bedroom unit shall be affordable to a six-person household.**

The above rules are only to be used for setting initial rents.

C. Determining Rent Increases

Rents for rehabilitated units may increase annually based on the standards in Appendix B, entitled "Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents" and only upon written notification from the Administrative Agent.

In addition, the Borough's Administrative Agent must be used by the Landlord to ensure that all appropriate affirmative marketing and all other affordable housing compliance procedures are followed and will continually oversee compliance for these affordable rental units throughout their restrictive term.

These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. Rents may not be increased more than once a year, may not be increased by more than one approved calculated increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

IX. MARKETING STRATEGY

In coordination with the Borough, the Program Administrator will employ a variety of proven strategies to advertise the program within Oceanport to establish the Program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of Program homeowner outreach posters, flyers and handouts
- Place Program outreach material on the Borough's website
- Place Program outreach material on CGP&H's website
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc.) or direct mailing, if approved by the municipality
- Municipal email blasts and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Borough Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Borough of Oceanport Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the Program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the Program staff that depicts the status of all applications in progress.

B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)
- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up

- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

C. State Reporting

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured

- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs.)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator will enter each completed unit's data into the State's online CTM system, if access to the CTM is available and/or provide each completed unit's data for annual state reporting.

D. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Municipal Housing Liaison, with assistance from the Administrative Agent, as may be requested from time to time.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

The Program staff is skilled in effectively achieving resolution of homeowner/contractor disputes, in a fair and documented manner.

If a homeowner refuses to pay the contractor and work has been done to work specification and to the satisfaction of the Program, it may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

However, on the rare occasion if a homeowner or contractor decides to dispute a Program staff decision, the Program will refer the matter to the Borough for further resolution. It is recommended the Borough forms a Housing Advisory Committee to mediate and resolve the differences. Homeowners or contractors involved in a dispute will be instructed to submit their concerns in writing. The homeowner or contractor may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final. The Housing Advisory Committee formation may occur when the first need arises.

XII. CONCLUSION

If the procedures described in this manual are followed, the Borough of Oceanport's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up Review form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Certificate and Release
- Closeout Statement

APPENDIX B – Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents

Methodology for Calculating Regional Income Limits and Rental Increase:

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the municipality annually within 30 days of the publication of determinations of median income by HUD as follows:

a. Regional income limits shall be established for the region that the municipality is located within, based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the municipality's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The income limits attached are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the most recent year and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

c. If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

In establishing sale prices and rents of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing.

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase *Rents***	*Sales****	Regional Asset Limit****
Region 1	Median	$67,166	$71,964	$76,761	$86,357	$95,952	$99,790	$103,628	$111,304	$118,980	$126,656	1.9%	0.84%	$185,539
Bergen, Hudson,	Moderate	$53,733	$57,571	$61,409	$69,085	$76,761	$79,832	$82,902	$89,043	$95,184	$101,325			
Passaic and Sussex	Low	$33,583	$35,982	$38,381	$43,178	$47,976	$49,895	$51,814	$55,652	$59,490	$63,328			
	Very Low	$20,150	$21,589	$23,028	$25,907	$28,786	$29,937	$31,088	$33,391	$35,694	$37,997			
Region 2	Median	$73,857	$79,132	$84,408	$94,959	$105,510	$109,730	$113,951	$122,391	$130,832	$139,273	1.9%	4.71%	$202,419
Essex, Morris,	Moderate	$59,085	$63,306	$67,526	$75,967	$84,408	$87,784	$91,160	$97,913	$104,666	$111,418			
Union and Warren	Low	$36,928	$39,566	$42,204	$47,479	$52,755	$54,865	$56,975	$61,196	$65,416	$69,636			
	Very Low	$22,157	$23,740	$25,322	$28,488	$31,653	$32,919	$34,185	$36,717	$39,250	$41,782			
Region 3	Median	$83,650	$89,625	$95,600	$107,550	$119,500	$124,280	$129,060	$138,620	$148,180	$157,740	1.9%	1.01%	$227,546
Hunterdon,	Moderate	$66,920	$71,700	$76,480	$86,040	$95,600	$99,424	$103,248	$110,896	$118,544	$126,192			
Middlesex and	Low	$41,825	$44,813	$47,800	$53,775	$59,750	$62,140	$64,530	$69,310	$74,090	$78,870			
Somerset	Very Low	$25,095	$26,888	$28,680	$32,265	$35,850	$37,284	$38,718	$41,586	$44,454	$47,322			
Region 4	Median	$76,469	$81,931	$87,393	$98,317	$109,242	$113,611	$117,981	$126,720	$135,460	$144,199	1.9%	5.96%	$205,486
Mercer,	Moderate	$61,175	$65,545	$69,915	$78,654	$87,393	$90,889	$94,385	$101,376	$108,368	$115,359			
Monmouth and	Low	$38,235	$40,966	$43,697	$49,159	$54,621	$56,806	$58,990	$63,360	$67,730	$72,099			
Ocean	Very Low	$22,941	$24,579	$26,218	$29,495	$32,772	$34,083	$35,394	$38,016	$40,638	$43,260			
Region 5	Median	$67,620	$72,450	$77,280	$86,940	$96,600	$100,464	$104,328	$112,056	$119,784	$127,512	1.9%	7.21%	$179,028
Burlington,	Moderate	$54,096	$57,960	$61,824	$69,552	$77,280	$80,371	$83,462	$89,645	$95,827	$102,010			
Camden and	Low	$33,810	$36,225	$38,640	$43,470	$48,300	$50,232	$52,164	$56,028	$59,892	$63,756			
Gloucester	Very Low	$20,286	$21,735	$23,184	$26,082	$28,980	$30,139	$31,298	$33,617	$35,935	$38,254			
Region 6	Median	$57,458	$61,562	$65,666	$73,874	$82,083	$85,366	$88,649	$95,216	$101,782	$108,349	1.9%	6.97%	$153,730
Atlantic, Cape	Moderate	$45,966	$49,250	$52,533	$59,100	$65,666	$68,293	$70,919	$76,173	$81,426	$86,679			
May, Cumberland,	Low	$28,729	$30,781	$32,833	$36,937	$41,041	$42,683	$44,325	$47,608	$50,891	$54,175			
and Salem	Very Low	$17,237	$18,469	$19,700	$22,162	$24,625	$25,610	$26,595	$28,565	$30,535	$32,505			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING A CONTRACT FOR THE PURCHASE OF RADIO TOWER INSTALLATION ANTENNA AND ASSOCIATED MATERIALS FROM MOTOROLA SOLUTIONS, INC. VIA WIRELESS COMMUNICATIONS & ELECTRONICS THROUGH STATE CONTRACT #83909 FOR THE OCEANPORT POLICE DEPARTMENT

Resolution #2020-133
05/21/20

WHEREAS, there is a need to purchase equipment for the installation of a radio tower and associated improvements for the Police Department at the new municipal complex and funds have been appropriated for said purposes; and

WHEREAS, N.J.S.A. 40A:11-3(a), allows for the award of a contract without the necessity of public advertising for bids where the municipality has a Qualified Purchasing Agent, and when the cost or price does not exceed $40,000.00 or the procurement is made through a State contract; and

WHEREAS, Wireless Communications & Electronics an authorized has submitted a proposal for the provision of radio tower installation antenna cabling, grounding and associated equipment for a total cost of $76,998.00; and

WHEREAS, the recommendation is to award a contract for said services to Motorola Solutions, Inc. via Wireless Communications and Electronics, 55 Liberty Street, Metuchen, NJ 08840 which is available through NJ State Contract #83909 for a total amount not to exceed $76,998.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that a contract forthe provision of radio tower installation antenna cabling, grounding and associated equipment for a total cost of $76,998.00 from Motorola Solutions, Inc. via Wireless Communications and Electronics pursuant with NJ State Contract #83909 is hereby authorized.

BE IT FURTHER RESOLVED, that the within Resolution shall be subject to the Borough Chief Financial Officer confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #04-215-55-474-007 in the amount of $76,998.00 for the stated purpose.

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-133 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

____
JEANNE SMITH, RMC
BOROUGH CLERK

Wireless Communications & Electronics

MOTOROLA

QUTOE DATE: January 14, 2020

Quote #: Q51720-MR-0114-101
ITEM:

State of New Jersey Contract

RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES

Motorola Proposal- State of New Jersey Contract #83909

PLEASE MAKE PURCHASE ORDER OUT TO:
NEW JERSEY COTRACT #83909
VENDOR:
MOTOROLA SOLUTIONS, INC.
C/O WIRELESS C&E
153 Cooper Rd.
West Berlin, NJ 08091

Attn: Bob Resetar
E-MAIL: bresetar@wirelessce.com
Tel# 609-203-1053
Ofc:732-926-1000x400

Bill To:	Ship To	Ultimate Destination	Quoted to:
Borough of Oceanport Borough of Oceanport 282 Hildreth Ave Fort Monmouth NJ 07703 Attention: Sgt Tucci	Borough of Oceanport Borough of Oceanport 282 Hildreth Ave Fort Monmouth NJ 07703 Attention: Sgt Tucci	Borough of Oceanport Borough of Oceanport 282 Hildreth Ave Fort Monmouth NJ 07703 Attention: Sgt Tucci	Borough of Oceanport Borough of Oceanport 282 Hildreth Ave Fort Monmouth NJ 07703 Attention: Sgt Tucci

1 Quantity

Line Number	Commody Code	Model Number	Description	Qty	List Unit Price	List Extended Price	T-0109 Disc. %	T-0109 Discount Unit Price	T-0109 Extended Total
			Radio tower Installation antenna cabling, gounding						
00001	725-78-081934	SVC03SVC0104	Radio tower Installation antenna cabling, gounding	1	$ 57,692.00	$ 57,692.00		$ 57,692.00	$ 57,692.00
			ALL BAND CONSOLETTE						
00003	726-88-085633	L37TSS9PW1 N	ALL BAND CONSOLETTE	1	$ 8,040.00	$ 8,040.00	25%	$ 6,030.00	$ 6,030.00
00003	726-88-085633	G806	ADD: ASTRO DIGITAL CAI OPERATION	1	$ 515.00	$ 515.00	25%	$ 386.25	$ 386.25
00003	726-88-085633	G51	ENH: SMARTZONE OPERATION APX	1	$ 1,500.00	$ 1,500.00	25%	$ 1,125.00	$ 1,125.00
00003	726-88-085633	G361	ENH: P25 TRUNKING SOFTWARE APX	1	$ 300.00	$ 300.00	25%	$ 225.00	$ 225.00
00003	726-88-085633	G996	ENH: OVER THE AIR PROVISIONING	1	$ 100.00	$ 100.00	25%	$ 75.00	$ 75.00
00003	726-88-085633	QA03399	ADD: ENHANCED DATA	1	$ 150.00	$ 150.00	25%	$ 112.50	$ 112.50
00003	726-88-085633	GA00580	ADD: TDMA OPERATION APX	1	$ 450.00	$ 450.00	25%	$ 337.50	$ 337.50
00003	726-88-085633	GA009000	ADD: DIGITAL TONE SIGNALING	1	$ 150.00	$ 150.00	25%	$ 112.50	$ 112.50
00003	726-88-085633	G843	ADD: AES ENCRYPTION APX	1	$ 475.00	$ 475.00	25%	$ 356.25	$ 356.25
00003	726-88-085633	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	1	$ 330.00	$ 330.00	25%	$ 247.50	$ 247.50
00003	726-88-085633	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	1	$ 789.00	$ 789.00	25%	$ 591.75	$ 591.75
00003	726-88-085633	GAW382	ADD: CONTROL STATION DESK GCAI MIC	1	$ 169.00	$ 169.00	25%	$ 126.75	$ 126.75
00003	726-88-085633	HKN6243A	APX CONSOLETTE WALL MOUNT BRACKET KIT	1	$ 60.00	$ 60.00	25%	$ 45.00	$ 45.00
00003	726-88-085633	F7879	SM, RADIO GATEWAY UNIT (RGU)	1	$ 1,500.00	$ 1,500.00	25%	$ 1,125.00	$ 1,125.00
00003	726-88-085633	F2380	MCD 5000 DESKSET	3	$ 1,500.00	$ 4,500.00	25%	$ 1,125.00	$ 3,375.00
00003	726-88-085633	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC	1	$ 250.00	$ 250.00	25%	$ 187.50	$ 187.50
00003	726-88-085633	FKN8690	CABLE - MCD 5000 RGU TO ASTRO CONSOLETTE W9 DIRECT CONNECT	1	$ 100.00	$ 100.00	25%	$ 75.00	$ 75.00
00028	920-46-085647	GA00318	ADD: 5Y ESSENTIAL SERVICE	1	$ 360.00	$ 360.00	0%	$ 360.00	$ 360.00
							Sub Total		**$ 14,893.50**
			Consolette desk sets for County Police Consolette						
00003	726-88-085633	F7879	SM, RADIO GATEWAY UNIT (RGU)	1	$ 1,500.00	$ 1,500.00	25%	$ 1,125.00	$ 1,125.00
00003	726-88-085633	F2380	MCD 5000 DESKSET	3	$ 1,500.00	$ 4,500.00	25%	$ 1,125.00	$ 3,375.00
00003	726-88-085633	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC	1	$ 250.00	$ 250.00	25%	$ 187.50	$ 187.50
00003	726-88-085633	FKN8690	CABLE - MCD 5000 RGU TO ASTRO CONSOLETTE W9 DIRECT CONNECT	1	$ 100.00	$ 100.00	25%	$ 75.00	$ 75.00
00032	961-53-085650	SVC01SVC2007C	Volume Monmouth County 700 MHZ System	1	$ (350.00)	$ (350.00)	0%	$ (350.00)	$ (350.00)
						Sub Total Per Unit Cost			**$ 4,412.50**
			VENDOR:						
			MOTOROLA SOLUTIONS, INC.						
CONTRACT		***LINE ITEM***	***C/O WIRELESS C&E***						
LINE No.	***COMM CODE***	***PRICE SUMMARY***	***153 Cooper Rd.***						
00001	725-78-081934	$57,692.00	***West Berlin, NJ 08091 Show Contract #83909 on PO***						
00002	726-88-085633								
00003	726-88-085633	$19,296.00							
00008	726-16-085634								
00013	726-90-085643								

Wireless
Communications & Electronics

MOTOROLA

State of New Jersey Contract

RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES

Motorola Proposal- State of New Jersey Contract #83909

QUTOE DATE: **January 14, 2020**

Quote #: **Q51720-MR-0114-101**

ITEM:

PLEASE MAKE PURCHASE ORDER OUT TO:
NEW JERSEY COTRACT #83909
VENDOR:
MOTOROLA SOLUTIONS, INC.
C/O WIRELESS C&E
153 Cooper Rd.
West Berlin, NJ 08091

Attn: Bob Resetar
E-MAIL: bresetar@wirelessce.com
Tel# 609-203-1053
Ofc:732-926-1000x400

Bill To:	Ship To	Ultimate Destination	Quoted to:
Borough of Oceanport Borough of Oceanport 282 Hildreth Ave Fort Monmouth NJ 07703 Attention: Sgt Tucci	Borough of Oceanport Borough of Oceanport 282 Hildreth Ave Fort Monmouth NJ 07703 Attention: Sgt Tucci	Borough of Oceanport Borough of Oceanport 282 Hildreth Ave Fort Monmouth NJ 07703 Attention: Sgt Tucci	Borough of Oceanport Borough of Oceanport 282 Hildreth Ave Fort Monmouth NJ 07703 Attention: Sgt Tucci

1 Quantity

Line Number	Commody Code	Model Number	Description	Qty	List Unit Price	List Extended Price	T-0109 Disc. %	T-0109 Discount Unit Price	T-0109 Extended Total
00025	920-37-085644		***Signature Must be on Purchase Order***						
00027	925-36-085646								
00028	920-46-085647	$ 360.00	**1.Terms are Net 30 Days as shipped**						
00032	961-53-085650	$ (350.00)	**2.Terms and Prices are quoted from the Motorola NJ State Contract #83909**						
	Grand Total	**$76,998.00**					Order Grand Total		$76,998.00

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING A CONTRACT FOR THE REMOVAL, RELOCATION AND INSTALLATION OF RADIO EQUIPMENT WITH WIRELESS COMMUNICATIONS & ELECTRONICS THROUGH STATE CONTRACT FOR THE OCEANPORT POLICE DEPARTMENT

Resolution #2020-134
05/21/20

WHEREAS, there is a need to remove radio equipment from the temporary location of the Oceanport Police Department and relocate it to the new municipal complex and funds have been appropriated for said purposes; and

WHEREAS, N.J.S.A. 40A:11-3(a), allows for the award of a contract without the necessity of public advertising for bids where the municipality has a Qualified Purchasing Agent, and when the cost or price does not exceed $40,000.00 or the procurement is made through a State contract; and

WHEREAS, Wireless Communications & Electronics has submitted a proposal for the provision of installation labor for removal and relocation of radio equipment from the old police department location to the new police department location for a total cost of $15,000.00; and

WHEREAS, the recommendation is to award a contract for said services to Wireless Communications and Electronics, 55 Liberty Street, Metuchen, NJ 08840 which is available through NJ State Contract 20-TELE-00910 for a total amount not to exceed $15,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that a contract for the installation labor for removal and relocation of radio equipment for the police department for a total cost of $15,000.00 from Wireless Communications and Electronics pursuant with NJ State Contract #20-TELE-00910 is hereby authorized.

BE IT FURTHER RESOLVED, that the within Resolution shall be subject to the Borough Chief Financial Officer confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #04-215-55-474-007 in the amount of $15,000.00 for the stated purpose.

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-134 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

Quote

MOTOROLA SOLUTIONS
Service Elite Specialist

Wireless
Communications & Electronics

Developing Solutions You Can Depend On

Date	January 14, 2020
Valid Until	February 13, 2020
Quote #	Q51720-WCE-0114-100
Ship Quote	2 weeks ARO

Customer:

Borough of Oceanport
282 Hildreth Ave
Fort Monmouth NJ 07703
Attention: Sgt Tucci

Quote/Project Description

Removal and Relocation of Radio Equipment for Police and OEM

Item	Description	Qty	Unit Price	Extend Total
1	Installtion Labor for removal and relocation of radio equipment	1	15000.00	15,000.00
	from Old PD to New PD location			-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	State Contract			-
	20-TELE-00910			-
				-
				-
				-
				-
				-
				-
				-

Special Notes and Instructions

Once signed, please Fax, mail or e-mail it to the provided address.

Terms: Net 10 days from invoice

Subtotal	$	15,000.00
Shipping	$	-
Installation	$	
Sales Tax	$	-
Total	**$**	**15,000.00**

Please confirm your acceptance of this quote by signing this document

Signature | Print Name | Date

Thank you for your business!

Should you have any questions concerning this quote, please contact Bob Resetar at 609-203-1053

55 Liberty Street, Metuchen, , NJ, 08840
Tel: 732-926-1000 Fax: 732-926-1194 E-mail: bresetar@wirelessce.com Web: www.wirelessce.

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

Resolution #2020-135
05/21/20

WHEREAS, the appropriations set forth in the 2020 temporary budget are insufficient to meet the financial obligations as set forth below; and

WHEREAS, the permanent budget for the year 2020 has not yet been adopted; and

WHEREAS, the total emergency temporary appropriations adopted in the year 2020 pursuant to the provisions of N.J.S.A. 40A:4-20 included in this resolution total $534,100.00.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body (not less than two-thirds of all members thereof affirmatively concurring) in accordance with the aforementioned statute, that the 2020 temporary fiscal budget is hereby amended to provide for an emergency temporary appropriation in the amount of $534,100.00 and said appropriations are as follows:

2020 Temporary Budget

	EMERGENCY PROPOSED S/W	EMERGENCY PROPOSED O/E
APPROPRIATIONS		
A/E	$ 30,000.00	$ 20,000.00
FINANCE	$ 9,000.00	$ 2,000.00
COLLECTION	$ 3,500.00	$ -
ASSESSMENT	$ 2,000.00	$ 6,000.00
LEGAL		$ 20,000.00
ENGINEERING		$ 5,000.00
PLANNING BOARD	$ 1,000.00	$ 1,000.00
PLANNING - LAND DEVELOPMENT		$ 1,000.00
ENVIRONMENTAL COMM		
MUNICIPAL COURT - INSIDE CAP	$ 10,000.00	$ 5,000.00
MUNICIPAL COURT - SHARED SERVICE		
PUBLIC DEFENDER	$ 500.00	
POLICE DEPARTMENT	$ 10,000.00	$ 5,000.00
POLICE EQUIPMENT		$ 40,000.00
EMERGENCY MANAGEMENT		$ 1,000.00
FIRST AID		$ 5,000.00
FIRE		$ 5,000.00
FIRE HYDRANT SERVICES		$ 2,000.00
PROSECUTOR	$ 1,000.00	
PUBLIC WORKS	$ 35,000.00	$ 5,000.00
SANITATION		$ 40,000.00
BUILDING & GROUNDS		$ 10,000.00
SHADE TREE		$ 1,000.00

RECYCLING		$ 10,000.00
BOARD OF HEALTH		
OSHA/PATHOGENS		$ -
WATER WATCH		$ 1,000.00
PARKS & REC	$ 1,500.00	$ 1,000.00
SENIOR CITIZENS		$ -
LIABILITY INSURANCE		
WORKERS COMP		
HEALTH INSURANCE		$ 100,000.00
HEALTH BENEFIT WAIVER		
DENTAL INSURANCE		$ 5,000.00
COUNTY LIBRARY	$ 250.00	$ 200.00
TRANSPORTATION OF HS STUDENTS		
SALARY & WAGE ADJUSTMENT		
CEL PUBLIC EVENTS		$ 650.00
CONSTRUCTION CODE		
CODE ENFORCEMENT	$ 2,000.00	
STREET LIGHTING		$ 5,000.00
GASOLINE		$ 5,000.00
ELECTRICITY		$ 5,000.00
TELEPHONE/INTERNET		$ 5,000.00
WATER & SEWER		$ 5,000.00
NATURAL GAS		$ 5,000.00
DUMPING FEES		$ 20,000.00
NJEIT ADMIN		$ 9,500.00
SOCIAL SECURITY SYSTEM		$ 5,000.00
LOSAP		$ 72,000.00

TOTAL TEMPORARY APPROPRIATIONS (S/W, O/E DEBT SERVICE)	$ 105,750.00	$ 428,350.00	$ 534,100.00

I certify that the foregoing Resolution #2020-135 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT INTRODUCING THE MUNICIPAL BUDGET FOR THE YEAR 2020

Resolution #2020-136
05/21/20

BE IT RESOLVED that the following statements of revenues and appropriations shall constitute the municipal budget for the year 2020.

BE IT FURTHER RESOLVED that a summary of said budget be published in The Asbury Park Press in the issue of May 26, 2020**,** and that a public hearing on the Budget will be held at a Special Meeting of the Governing Body on June 25, 2020 at 7:00pm in the Maple Place School, 2 Maple Place, Oceanport, New Jersey.

BE IT FURTHER RESOLVED, that the governing body does hereby approve the following as the Budget for the Year 2020.

I certify that the foregoing Resolution #2020-136 was adopted by the Oceanport Governing Body at the Regular Meeting held May 21, 2020

____
JEANNE SMITH, RMC
BOROUGH CLERK

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ESTABLISHING A CAP BANK FOR 2020 CALENDAR YEAR (N.J.S.A. 40A:4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A:4-45.1 et.seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said final budget appropriations to 2.50% unless authorized by ordinance to increase it to 3.5% over the previous years final appropriations; and,

WHEREAS, a municipality may, by ordinance, bank the difference between its final budget appropriations and the 3.5% increase authorized by this ordinance when said difference is not appropriated as part of the final budget; and,

WHEREAS, the Borough Council of the Borough of Oceanport, County of Monmouth, hereby determines that this difference in the amount of $67,243.95 that is not appropriated as part of the final 2020 budget shall be retained as an exception to the final appropriations in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

APPROVED ON FIRST READING
DATED: May 21, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: May 21, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS __________DAY OF ________________.

JOHN F. COFFEY, II
Mayor

ORDINANCE

2020 CAPITAL BOND ORDINANCE

To be Provided

APPROVED ON FIRST READING
DATED: May 21, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: May 21, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS __________DAY OF ________________.

JOHN F. COFFEY, II
Mayor

ORDINANCE #1024

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY ADOPTING A REDEVELOPMENT PLAN FOR PROPERTY LOCATED IN THE BOROUGH WITHIN THE FORMER FORT MONMOUTH AND IDENTIFIED AS THE "SQUIER HALL" PARCEL PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW N.J.S.A. 40A:12A-1 ET SEQ.

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, *et seq*., as amended and supplemented (the "**Redevelopment Law**"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation or redevelopment; and

WHEREAS, on May 7, 2020, by Resolution #2020-125, and in accordance with the provisions of the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, *et seq*., as amended and supplemented (the "**Redevelopment Law**"), the Borough Council of the Borough of Oceanport, in the County of Monmouth, New Jersey (the "**Borough Council**"), designated property located in the Borough within the former Fort Monmouth, and identified as the "Squier Hall" parcel, the "McAfee Center" parcel and the "Tech Campus South" parcel, which parcels consist of a portion of the current or former, as applicable, Block 110, Lot 1 and a portion of the current or former, as applicable, Block 110, Lot 4 on the tax maps of the Borough, and, with respect to the Squier Hall parcel, include but are not limited to Block 110.09, Lots 1 and 2 (collectively, the "**Redevelopment Area**") as currently designated on the tax maps of the Borough, as a non-condemnation area in need of redevelopment; and

WHEREAS, on behalf of the Fort Monmouth Economic Revitalization Authority ("**FMERA**"), Phillips Preiss Grygiel Leheny Hughes LLC (the "**Planning Consultant**") prepared a redevelopment plan for a portion of the Redevelopment Area, consisting of the "Squier Hall" parcel (the "**Plan Area**"), entitled, "Amendment No. 13 to the Fort Monmouth Reuse and Redevelopment Plan" (the "**Redevelopment Plan**"); and

WHEREAS, the Borough Council desires to have the Planning Board review and comment upon the Redevelopment Plan, pursuant to the Redevelopment Law; and

WHEREAS, subject to receipt of the Planning Board's recommendations concerning the Redevelopment Plan, the Borough Council believes that the adoption of the Redevelopment Plan is in the best interests of the Borough and the redevelopment of the Redevelopment Area.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, in the County of Monmouth, New Jersey, as follows (not less than a majority of all members thereof affirmatively concurring):

Section 1. The aforementioned recitals hereof are incorporated herein as though set forth at length herein.

Section 2. Pursuant to *N.J.S.A*. 40A:12A-7(e), upon passage of this ordinance on first reading, the Borough Council hereby refers the Redevelopment Plan to the Planning Board for review and recommendation. The Planning Board shall prepare a report regarding its recommendations and submit same to the Borough Council within 45 days after referral, as required by the Redevelopment Law.

Section 3. The Redevelopment Plan, on file with the Borough Clerk, is incorporated herein by reference and, contingent upon the receipt of the Planning Board's recommendations and upon the consent of FMERA pursuant to *N.J.A.C.* 19:31C-3.25(b)(6), is hereby approved and adopted pursuant to N.J.S.A. 40A:12A-7.

Section 4. The zoning ordinances and maps of the Borough are hereby amended to be consistent with the Redevelopment Plan and the provisions therein.

Section 5. The Borough Council shall serve as "redevelopment entity" for purposes of implementing the Redevelopment Plan and exercising the powers granted to a redevelopment entity under the Redevelopment Law.

Section 6. In case any one or more of the provisions of this ordinance or the Redevelopment Plan shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance or the Redevelopment Plan and this ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 7. Pursuant to *N.J.A.C.* 19:31C-3.25(b)(6), this ordinance shall take effect upon the latter of (i) 20 days after final passage and publication as prescribed by applicable law or (ii) FMERA's consent to the adoption of the Redevelopment Plan for the Plan Area. The Borough Council hereby directs the Mayor, in consultation with counsel to the Borough, to prepare and submit to FMERA the necessary application and/or and any other documents in connection therewith in furtherance of such consent by FMERA.

APPROVED ON FIRST READING
DATED: May 7, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: May 21, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS __________DAY OF ________________.

JOHN F. COFFEY, II
Mayor

Amendment #13 to the
Fort Monmouth Reuse and Redevelopment Plan

Prepared for:
The Fort Monmouth Economic Revitalization Authority

By:

Phillips Preiss Grygiel Leheny Hughes LLC
Planning and Real Estate Consultants
33-41 Newark Street
Hoboken, NJ 07030

May 14, 2019

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List of Tables and Figures

I. Introduction and Planning Rationale

Pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-18 et. seq.), the Fort Monmouth Economic Revitalization Authority ("FMERA") is considering amending the *Fort Monmouth Reuse and Redevelopment Plan* (the "*Reuse Plan*" and "Plan") to provide the option for an alternative development scenario on a parcel (the "Subject Parcel" or "Property") on the former Fort Monmouth property in the Borough of Oceanport, New Jersey ("Oceanport Reuse Area") known as the "Squier Hall Parcel". This amendment to the *Reuse Plan* contemplates the reuse of the Building #283 (Squier Hall) for higher education classrooms and ancillary uses, permits the demolition of Buildings #291 and #295 and allows for the creation of a College Campus on the parcel.[1]

This amendment does not purport to delete any provisions of the *Reuse Plan* but rather supplements the Plan by proposing alternative development scenarios for the Subject Parcel. Under N.J.A.C. 19:31C-3.19(a)(1), principal land uses permitted in the *Reuse Plan* are specifically permitted under the Land Use Rules. Thus, this amendment is incorporated into the Land Use Rules for the Reuse Area in a manner similar to an "overlay zone," whereby an alternative set of requirements are superimposed on the area allowing for alternative land use scenarios to be realized. With regard to the alternative land use scenario, the overlay zoning provides alternative opportunities for development that do not apply unless the land is developed in accordance with the purposes for which the overlay zoning is adopted.

This amendment, referred to as "Amendment #13", maintains the land use concepts and plans articulated in the *Reuse Plan*, but also permits alternative development scenarios for the parcels listed above. This is the sixth amendment to the *Reuse Plan* for the Oceanport Reuse Area. Amendment #2 permitted the reuse of the Patterson Army Health Clinic as a medical clinic. Amendment #4 allowed for office/ research uses in Russel Hall (Building #286) and permitted the Dance Hall (Building #552) to be reused for commercial/retail uses including outdoor dining accessory uses and provided for the maintenance of Van Kirk Park as open space. Amendment #6 allowed for a 13-acre parcel in the southern section of the Oceanport Reuse Area to be reused by the Borough of Oceanport and a 3 acre parcel to be developed as a County emergency homeless shelter; the *Reuse Plan* contemplated these government/civic/institutional uses of the Oceanport Reuse Area, but in other locations. In particular, the *Reuse Plan* called for a 15,000 square foot emergency shelter to be located on the Squier Hall parcel in Building #288. Amendment #6 moved that use to the new 3-acre site and allowed the land on

[1] A College Campus should be defined as an institution of higher education and all ancillary uses, which include but are not limited to classrooms, labs, libraries, cafes, bookstores and the like. Such use shall not include dormitories or parking garages.

which Building #288 sits to be used for office and/or open space. Amendment #7 allowed for Building #114 (the Fitness Center) to be reused as a privately operated commercial recreation facility, and Amendment #11 allowed for a variety of commercial and office uses on the Allison Hall parcel, including a boutique hotel to be built on site.

This amendment is consistent with the planning objectives and principles articulated in the *Reuse Plan* and is necessary to fulfill the Authority's main objectives—specifically job creation, economic development, and leveraging existing Fort assets.

The Fort Monmouth *Reuse and Redevelopment Plan* involved years of careful consideration and study as well as an extensive effort to draw input from local residents, the three host municipalities and the County, State and Federal government. As such, this amendment does not change the underlying Plan vision for the Oceanport Reuse Area. Instead, it provides land use options that afford FMERA the necessary flexibility to respond to changed circumstances in a manner that does not compromise the overall *Reuse Plan* goals and objectives.

The following chapter describes the nature and scope of the amendment, while succeeding chapters discuss its relationship to the elements, objectives and planning principles of the *Reuse Plan*, as well as to FMERA's own directive, and to relevant State, County and Municipal planning objectives.

II. Scope of the *Reuse Plan* Amendment

This amendment to the *Reuse Plan* is intended to allow for alternative land uses in the Oceanport Reuse Area. The Fort Monmouth properties in Oceanport total approximately 419 acres and are bounded generally by New Jersey Transit's North Jersey Coast Line, Main Street and Oceanport Creek to the south, Parkers Creek to the north, and the former Fort properties in Eatontown to the west. The *Reuse Plan* envisions redevelopment of this area for approximately 1.75 million square feet of non-residential space and 720 residential units. Such development would include: a high-tech/green industry cluster, education/medical campus, a neighborhood center, a boutique hotel and spa, and expansive green space including the historic Parade Ground.

This amendment maintains the development concepts and plans articulated in the *Reuse Plan* but further permits alternative development scenarios on the Squier Hall parcel located in the Oceanport Reuse Area. The details of the alternative development scenario contemplated in this amendment are provided below.

The Squier Hall Parcel:

The Squier Hall Parcel is a ±26.8-acre parcel of land located on Sherill Avenue in the Oceanport Reuse Area. The parcel is bordered by Parkers Creek to the north. It is currently improved with Building #283 which is a ±76,538 gross square foot building known as Squier Hall. Squier Hall was constructed in 1935 and was built as the first permanent Signal Corps laboratory but was later used as office space for the Program Executive Office/ Enterprise Information Systems and the Defense Information Systems Agency. Squier Hall is listed as a contributing building in the Fort Monmouth Historic District. Other buildings on the parcel include Buildings #288, #291, #292, #293, #295 and #296. None of these buildings are listed as contributing historic buildings in the Fort Monmouth Historic District. The extant buildings on the parcel total ±77,297 square feet in building footprint.

The *Reuse Plan* envisioned that Squier Hall (Building #283) would be reused as office space or for educational reuse and that buildings #291 and #295 would be reused for general administrative purposes. Building #288 was intended for reuse as the County Homeless Shelter. However, Amendment #6 moved the shelter to another location and Building #288 was no longer contemplated for reuse. The remaining buildings onsite, i.e., Buildings #292, #293 and #296, would be demolished. The *Reuse Plan* planned that the Squier Hall parcel would be part of the High Tech and Green Industry Campus, with the Squier Hall parcel to be used specifically for office and educational uses. This portion of the Reuse Area provides an opportunity to leverage existing high-tech facilities, infrastructure, and the intellectual capital of a skilled area work force. It is intended to serve as an educational showpiece and to become the area's main knowledge center.

Amendment #13 would newly permit the demolition of Buildings #291 and #295 (in addition to Buildings #288, #292, #293 and #296, which were previously approved for demolition as described above) and allow for the development of a College Campus on the Squier Hall Parcel.

The College Campus would be permitted to include the following uses on the Subject Parcel:

- The reuse of Squier Hall (Building #283) for higher education classrooms and ancillary uses;
- Surface parking lots;
- A nature preserve and nature trails; and
- The creation of a 12-foot wide multi-use trail throughout the property connecting to properties to the east and west.

Amendment #13 also establishes the following bulk, area, and design standards for the College Campus related uses on the Subject Parcel:

- The maximum lot coverage for the entire campus not to exceed 60%;
- A minimum front yard setback of 20 feet with no maximum;
- A minimum 15-foot side yard setback;
- A minimum 25-foot rear yard setback;
- Surface parking areas should be set back from street-facing lot lines, as well as from interior or rear lot lines shared with adjacent uses at least 5 feet;
- Where more than 25 parking spaces are provided in any surface parking area, at least 2 percent of the interior area of the lot should be landscaped with trees and low plantings; and
- Where more than 50 parking spaces are provided in any surface parking lot, or where any parking spaces are located more than 125 feet from the primary building entrance, pedestrian walkway(s) should be provided through the parking lot, running either parallel or perpendicular to the primary building;
- A parking ratio of 0.25 stalls per seat for academic buildings; and
- The existing bulk and area standards of the Green Tech Campus District which are not specifically modified by this amendment as listed above shall remain in full force and effect.

Please see *Figure 1: Location of Amendment #13 in the Oceanport Reuse Area* which shows the location of this amendment in the context of the larger Oceanport Reuse Area. Please also see *Figure 2: Detailed View of Amendment #13 in the Oceanport Reuse Area* which focuses on the Subject Parcel.

FIGURE 1 | Location of Amendment #13 in the Oceanport Reuse Area

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2019

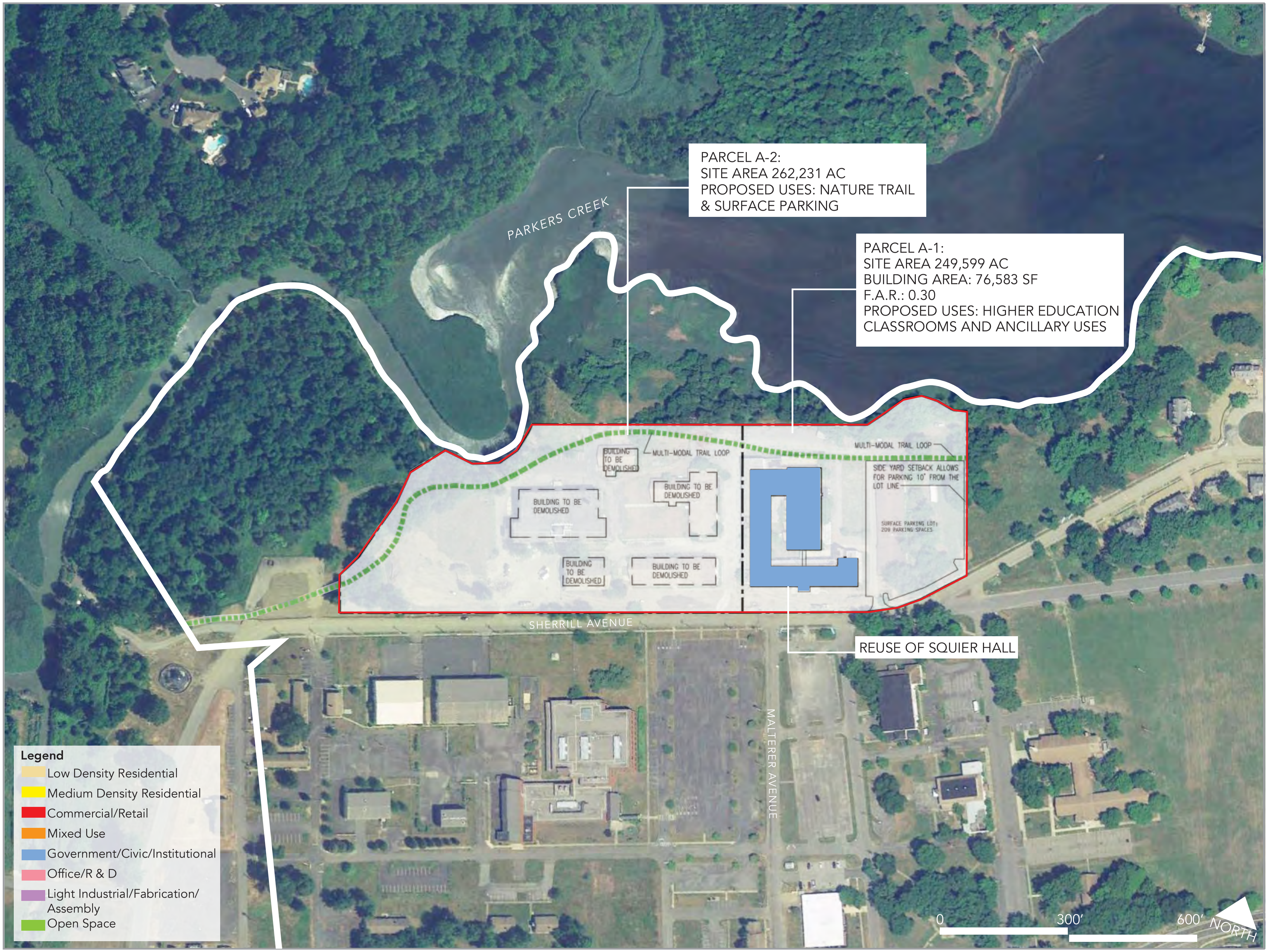

FIGURE 2 | Detailed View of Amendment #13 in the Oceanport Reuse Area

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2019

Source: Clarke Caton Hintz, 2019

III. Relationship to Elements, Objectives and Principles of the *Reuse Plan* and FMERA Directive

Relationship to Reuse and Redevelopment Plan Elements

In considering the impacts of the *Reuse Plan* amendment, the following *Reuse Plan* elements were considered: land use and circulation, infrastructure, environmental issues, historic preservation and community impacts. The relationship between the amendment and these Plan elements are described below.

Land Use and Circulation

Total Non-Residential Square Footage Yield

This amendment continues to allow for the reuse of the ±76,538 square foot Squier Hall for educational purposes and specifically allows it to be used for higher education classrooms and ancillary education uses. The reuse of Squier Hall for such use was anticipated in the *Reuse Plan*. The total square footage of non-residential uses on site is not to exceed a Floor Area Ratio (FAR) of 0.30 across the campus, which is the FAR currently permitted in the *Land Use Rules.*

Total Residential Development Yield

This amendment does not permit any residential dwelling units on the Subject Parcel.

Compatibility with Surrounding Land Uses

The uses contemplated in this amendment are compatible with the surrounding land uses anticipated in the *Reuse Plan* and subsequent amendments. Although it was initially the primary laboratory and headquarters for the Signal Corps from 1935 - 1954, Squier Hall has been renovated several times to serve as office space. This amendment contemplates that the building will be reused for classroom space. Buildings #288, #291, #292, #293, #295, and #296, as well as other ancillary structures, will be demolished. This amendment does not result in the creation of additional square footage of buildings. Instead, it merely clarifies that the current allowable square footage can be used for academic purposes associated with a College Campus. These uses are compatible with the uses contemplated for Squier Hall. Additionally, the location of these buildings on Sherill Avenue is consistent with the uses contemplated in the High Tech and Green Industry Campus in the *Reuse Plan.*

Circulation

The roadway configuration contemplated for Sherill Avenue and the multi-purpose trail throughout the site in this amendment are consistent with the “Transportation Circulation Improvement Goals” established in the *Reuse Plan*. As such, this amendment would not adversely impact any of the “Transportation Circulation Improvement Goals” established in the *Reuse Plan*.

Open Space

The “Recreation Plan in 2028” contemplated areas of open passive space along Parker Creek and along the western portion of this parcel. This amendment allows for a similar sized area of open space along the creek and for active recreation areas in the western portion of the parcel. As such, this amendment does not adversely impact any active recreation or open space contemplated in the *Reuse Plan*. Additionally, this amendment contemplates the creation of a 12-foot multi-purpose trail throughout the site which is consistent with the *Reuse Plan.*

Sustainability

This amendment would not preclude incorporation of any of the sustainability measures outlined in the *Reuse Plan* and is consistent with all other development contemplated on the former Fort properties. Specifically, preservation and reuse of Squier Hall would further the *Reuse Plan's* green building sustainability goal to maximize the adaptive reuse of existing buildings and infrastructure.

Infrastructure

As indicated in the *Reuse Plan*, impacts on the existing gas, electric, water, wastewater and telephone utilities servicing Fort Monmouth will have to be evaluated at site plan review for a specific project. This assessment is unaffected by the amendment.

Traffic

A detailed traffic analysis would be prepared as part of any site plan review related to the reuse and/or development of this parcel. Any necessary traffic mitigation would be addressed at that time.

Environmental Issues

The portions of this parcel anticipated to be developed by this amendment are not environmentally constrained per Geographic Information System (GIS) layers provided by the New Jersey Department of Environment Protection (NJDEP). Any environmentally constrained areas within the Squier Hall Parcel would be preserved and protected accordingly. Areas of the site containing landfills will be appropriately capped by the Army and portions are intended to remain as open space.

Historic Preservation

Building #283 is part of the Fort Monmouth Historic District and will be preserved as part of this amendment. The development of a College Campus on this parcel is not expected to have any adverse impacts on the Fort's historic resources.

Community Impacts and Affordable Housing

As noted in the *Reuse Plan*, the host communities, including Oceanport, rely on taxation for the largest portion of their municipal revenues. The Fort's closure, and the resulting loss of Defense contractor jobs is expected to result in a larger share of the tax burden falling to residential property owners. The potential offered by this amendment to attract college-aged students and develop a future workforce on Fort Monmouth in conjunction with the technology campus planned for the adjacent McAfee Center would likely increase the amount of non-residential tax ratables, and thereby lessen the burden on local residents.

The higher education uses contemplated for the Squier Hall Parcel in this amendment typically generate more positive fiscal impacts for a municipality, i.e., generate more tax revenues, than do other land uses, including residential development. The higher education uses would not generate an increase in the number of school children. Because no change in the total residential development yield is envisioned, there would be no direct impact on the construction of affordable housing as delineated in the *Reuse Plan*.

Relationship to Objectives and Principles of the Reuse Plan

The amendment would fulfill the objectives and planning principles outlined in the *Reuse Plan*. Those planning objectives articulated in the *Reuse Plan* include the following:

- *Be consistent with State, County, and Municipal planning policies.* The amendment is consistent with State, County, and Municipal planning policies, as set forth in the ensuing chapter.

- *Focus on business retention and attraction, job replacement, and employee training.* This amendment would provide for increased flexibility to aid FMERA in its efforts to attract suitable businesses that wish to relocate to Fort Monmouth and that have the potential to replace jobs lost when the Fort closed by providing the opportunity for potential businesses to partner with the University and pull from an on-site pool of potential interns and recent graduates.

- *Be founded on market and economic analysis.* This amendment responds to the marketplace by permitting an alternative development scenario designed to attract non-residential users to the Oceanport Reuse Area.

- *Leverage Fort assets (people, infrastructure, location)*. The amendment affords FMERA with an opportunity to leverage existing assets through the Reuse of Building #283 within the Oceanport Reuse Area and to attract students and develop the future workforce on Fort Monmouth. Proximity to the McAfee Center, planned for reuse as a future technology campus, ideally positions students for potential research, internship and other opportunities within walking distance.

- *Be a green community model.* Preservation of Building #283 and open space areas furthers the Plan's green building sustainability goal to maximize the adaptive reuse of existing buildings and infrastructure.

The amendment further advances a number of key planning principles from which the overall concepts in the *Reuse Plan* were devised:

Principle #1: *Decreasing Density West to East & Creating Mixed-Use Live/Work/Leisure Centers*. The amendment contemplates the creation of a college campus with areas of open space in the center of Fort Monmouth, which complements the diverse existing uses, including a mix of neighborhood amenities, professional offices, residential, retail and planned tech-focused business.

Principle #2: *Link centers & increase mobility with connected transit infrastructure serving the region and the Fort*. The amendment does not preclude the potential to create an extensive system of bikeways, pedestrian trails and sidewalks as envisioned in the *Reuse Plan*.

Principle #3: *Enhance auto mobility and redevelopment capacity with targeted roadway infrastructure improvements.* This amendment does not preclude the enhancement of auto mobility and redevelopment capacity with targeted roadway infrastructure improvements as set forth in the *Reuse Plan.*

Principle #4: *Combine open space, habitat, and water resources to establish a continuous Blue – Green belt.* The amendment does not preclude the creation of an open space network consisting of environmentally sensitive areas, including wetlands, watercourses, and habitats. This development contemplates the creation of a 12-foot-wide multi-use trail.

Principle #5: *Utilize the Blue – Green belt as an armature for enhanced bicycle and pedestrian mobility throughout the Fort.* The amendment would not preclude the development of the bike path or trails envisioned as part of the *Reuse Plan*. This development contemplates the creation of a 12-foot-wide multi-use trail.

Principle #6: *Remove Fort boundaries & extend existing land uses to reconnect the Fort to the communities.* The amendment contemplates the creation of a multi-use trail throughout the property to provide connectivity throughout Fort Monmouth.

Principle #7: *Leverage existing Fort Monmouth assets (People, Buildings, Technology, and Infrastructure).* The amendment affords FMERA with an opportunity to leverage existing assets of the Oceanport Reuse Area, i.e., Building 283, to attract new higher education uses to the site, provide the surrounding community with additional higher education opportunities and to develop the future workforce on Fort Monmouth. Proximity to the McAfee Center, planned for reuse as a future technology campus, ideally positions students for potential research, internship and other opportunities within walking distance. The amendment would not involve the removal of any buildings identified in the *Reuse Plan* as being required for preservation.

In summary, the amendment is consistent with the *Reuse Plan* elements, objectives and planning principles.

Relationship to FMERA Directive

To implement the *Fort Monmouth Reuse and Redevelopment Plan*, the New Jersey State legislature empowered the Fort Monmouth Economic Revitalization Authority (FMERA) to adopt any modifications or amendments to the *Reuse Plan* and adopt development and design guidelines and land use regulations to implement the plan.

Pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-18 et. seq.), FMERA's purpose is the following:

> *to oversee, administer, and implement the [Reuse Plan] as provided in this act, in a manner that will promote, develop, encourage, and maintain employment, commerce, economic development, and the public welfare; to conserve the natural resources of the State; to provide housing, including housing to address identified needs related to homelessness; and to advance the general prosperity and economic welfare of the people in the host municipalities, the county, and the entire State by cooperating and acting in conjunction with other organizations, public and private, to promote and advance the economic use of the facilities located at Fort Monmouth.*

The *Reuse Plan* amendment would advance both FMERA's stated purpose and the public welfare, by promoting, developing, encouraging and maintaining employment and economic development, and it would advance the public welfare by furthering the adaptive reuse of an existing facility and roadway network at the Fort.

IV. Relationship to State, County and Municipal Planning Objectives

State Development and Redevelopment Plan (SDRP)

On March 1, 2001, the State Planning Commission readopted the State Development and Redevelopment Plan (SDRP). In the SDRP, the Oceanport Reuse Area is classified as Planning Area 1, Metropolitan Planning Area (PA-1). The SDRP defines Metropolitan Planning Areas as areas that “provide for much of the state’s future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities.” The amendment is well-reconciled with the guiding policies and policy objectives of the adopted SDRP for the Planning Area 1, Metropolitan Planning Area.

Consistent with the goals for the PA-1, the amendment promotes the type of redevelopment needed to transform this area of the Oceanport Reuse Area into a vibrant, mixed-use community with compact development that will ensure efficient utilization of scarce land resources while also carefully protecting the character of surrounding communities. Also, in accordance with the objectives for PA-1, the amendment allows for redevelopment in a location well served by existing transportation networks, which is consistent with the plans for the Oceanport Reuse Area.

Monmouth County Open Space Plan

The Monmouth County Open Space Plan, adopted by the Monmouth County Planning Board in August 2006 as an element of the Monmouth County Growth Management Guide, specifically advocates the acquisition of a portion of the Fort Monmouth property as a new County park site. To fulfill this acquisition, Monmouth County filed a Notice of Interest for park and recreation lands within Fort Monmouth. The County subsequently filed an application to the National Park Service’s Federal Lands to Park Program for a Public Benefit Conveyance, which was endorsed by the three host municipalities of Eatontown, Oceanport and Tinton Falls. This amendment is not inconsistent with the County’s goals for open space in the Oceanport Reuse Area.

Fort to Village Plan: A Vision for Oceanport’s Fort Monmouth

Although the development of the former Fort properties in Oceanport will be governed by the land use regulations and design guidelines adopted by FMERA, as a point of information, the former Fort properties in Oceanport are included within the “master plan” for Fort Monmouth, i.e., the *Reuse and Redevelopment Plan.* However, a vision for the redevelopment of the fort is provided in ***Fort to Village Plan: A Vision for Oceanport’s Fort Monmouth***. This document was incorporated as an amendment to the Master Plan which was adopted by the Oceanport Planning Board on April 23, 2008. The Plan envisioned the Squier Hall parcel to be used as a central park feature in concert with the McAfee Corporate District. The plan envisioned the McAfee Corporate District to be developed as a corporate office campus or for educational uses. This amendment permits open space, active recreation uses, and educational uses on the Parcel, which is consistent with the concepts proposed in the Fort to Village Plan.

Oceanport Zoning

The study area lies within the Borough's R-1: Single-Family Residential District under the municipality's current zone plan. This designation permits single-family detached dwellings, parks and playgrounds, municipal buildings, libraries and public schools. The minimum lot size is 30,000 square feet, the maximum height is two stories, or thirty-five feet and the maximum density is 1.5 dwelling units per acre.

V. Conclusion

The subject amendment, referred to as Amendment #13 to the *Fort Monmouth Reuse and Redevelopment Plan*, maintains the land use concepts and plans articulated in the *Reuse Plan*. However, the amendment permits alternative development scenarios for the Oceanport Reuse Area.

This amendment is consistent with the objectives and principles in the *Reuse Plan*, as well as State, County and Municipal planning objectives. Furthermore, the amendment advances the public welfare, particularly with regard to promoting, developing, encouraging and maintaining employment. Lastly, the amendment provides flexibility for FMERA to more effectively attract potential non-residential users to the Oceanport Reuse Area, thereby enabling it to fulfill its statutory mandate to create new jobs, regenerate the local tax base and advance the general prosperity and welfare of the people most impacted by the Fort's closure.