BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA ● MAY 7, 2020

Workshop	**Maple Place School**	**7:00 PM**
	2 Maple Place, Oceanport, NJ 07757	

I. Meeting Called 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 - Dennis Drazin, Monmouth Park Racetrack

VII. Administrator's Report

VIII. Clerk's Report

May 21, 2020 Meeting Items

1. Resolution authorizing Tax Sale Redemption #19-00008
2. Resolution authorizing participation in the County CDBG Program
3. Resolution authorizing grass cutting services through State Contract
4. Workshop Minutes, April 2, 2020
5. Special Meeting Minutes, April 13, 2020

IX. Discussion Items

1. Affordable Housing Rehabilitation Program
2. Recommendation for Award of Contract(s) for Solid Waste & Recycling

3. 2nd Quarter Tax Payment Deadline

X. RESOLUTIONS:

1. Resolution authorizing payment of BILL LIST 05-07-2020
2. Resolution awarding contract for Solid Waste Collection & Disposal
3. Resolution awarding contract for Recycling Collection & Disposal
4. Resolution awarding a contract for Affordable Housing Rehabilitation Program

XI. Area in Need of Redevelopment Investigation

1. Planning Board Recommendation - Resolution PR-20-13
2. Resolution designating Squier Hall, McAfee & Tech Campus South as Area in Need of Redevelopment

XII. Redevelopment Plan for Squier Hall, McAfee Center and Tech Campus South

1. Ordinance Adopting Redevelopment Plan for Squier Hall

XIII. Mayor's Report

XIV. Petitions from the Public

XV. Adjournment

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

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.

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

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.

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

---

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. Duration of Contract

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

TABLE OF CONTENTS

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

Attachment F – List of Counties That May Qualify as Urban Counties if Metropolitan Cities Relinquish Their Status

Attachment G - Counties Previously Identified as Eligible But Have Not Accepted Urban County Status

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

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, CFO

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**	

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 PAYMENT OF BILL LIST FOR MAY 7, 2020

Resolution

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of May 7, 2020.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated May 7, 2020 totaling $3,009,635.01.

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

BOROUGH OF OCEANPORT
BILL LIST

7-May-20

PAYEE	AMOUNT	
PAYROLL ACCOUNT	$106,370.58	8TH PAY
PAYROLL ACCOUNT	$96,941.63	9TH PAY
DCRP	$136.30	
GRANT FUND		
CAPITAL TRUST TOTAL	$477,557.01	
DOG REGISTRY TOTAL	$732.20	
OPEN SPACE TRUST TOTAL	$12,227.40	
SUI	$0.00	
OFF DUTY	$0.00	
UCC TRUST	$0.00	
TRUST OTHER TOTAL	$7,398.00	
ESCROW TRUST TOTAL	$8,731.35	
2019 VOUCHERS PAID THIS MEETING	$1,479.42	
2020 VOUCHERS PAID THIS MEETING	$2,298,061.12	
TOTAL	$3,009,635.01	

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)

10.1.a

Vendor		Description	Payment	Check Total
		Current Fund		
1012 - **ALL HANDS FIRE EQUIPMENT, LLC**	PO 5574	READIMASK ADHESIVE SEALING - RESPIRATOR	268.74	**268.74**
1116 - **ASBURY PARK PRESS**	PO 5609	Legal Notices	304.70	**304.70**
1469 - **BLAZE EMERGENCY, LLC**	PO 5646	3890 Pump PTO air leak repair	474.51	**474.51**
1040 - **BROWN'S HEATING & COOLING INC**	PO 5680	HVAC Repair - GAS VALVE	125.00	**125.00**
1047 - **CENTRAL JERSEY HEALTH INSURANC**	PO 5722	HEALTH/DENTAL INSURANCE MAY 2020	73,646.00	**73,646.00**
1057 - **COMCAST (MODEM @ 222 MONMOUTH)**	PO 5731	CALL FORWARDING 04/20-05/19/2020	82.67	**82.67**
1060 - **COMCAST BUSINESS COMMUNICATION**	PO 5696	BORO HALL INTERNET/TELEPHONE 04/14-05/1	560.55	**560.55**
1446 - **DIRECT ENERGY BUSINES**	PO 5716	2 PEMBERTON AVE 03/15-04/16/20	192.04	
	PO 5717	433 MYRTLE 03/18-04/16/20	111.69	
	PO 5747	21 MAIN ST - 03/18-04/16/2020	178.82	**482.55**
1083 - **DSHC ENTERPRISES LLC**	PO 5615	REDEMPTION BLOCK 65; LOT 27 Resolution	1,480.59	**1,480.59**
1464 - **EVIDENT, INC**	PO 4483	Supplies for Detectives	441.92	**441.92**
1436 - **Government Purchasing Ass'n of NJ I**	PO 5754	LAPORTA - MEMBERSHIP 2020	100.00	**100.00**
1152 - **JEANNE SMITH**	PO 5687	Reimbursement for Zoom Subscription	54.99	**54.99**
1158 - **JOHN'S AUTO & TRUCK REPAIR LLC**	PO 5368	TRUCK 130 REPAIR	1,792.68	
	PO 5619	LOADER 123 REPAIR	789.98	**2,582.66**
1160 - **JPMONZO MUNICIPAL CONSULTINC,**	PO 5689	ESTIMATED TAX BILLS, TANS, CASH OPTIONS	50.00	**50.00**
1499 - **KEVIN E KENNEDY, ESQ**	PO 5706	Planning Board Litigation	375.00	
	PO 5745	Planning Board Monthly Meeting	250.00	**625.00**
1556 - **LANGUAGE SERVICES ASSOCIATES INC**	PO 5669	TELEPHONIC CHARGES 03/01-03/31/2020	29.40	**29.40**
1185 - **LAWES COAL CO INC**	PO 5519	BACKPACK STRAPS	106.20	
	PO 5520	LEAF BLOWER REPAIR	60.10	**166.30**
1195 - **MASER CONSULTING, P.A.**	PO 5698	SOLID WASTE BID SPECS	247.50	
	PO 5702	MARCH 2020 ENGINEERING	5,250.00	**5,497.50**
1686 - **MessageWatcher, LLC**	PO 5643	Email Archiving 2020	50.00	**50.00**
1222 - **MONMOUTH COUNTY TREASURER**	PO 5723	2020 2ND QUARTER COUNTY LIBRARY TAXES DU	54,352.13	
	PO 5724	2020 2ND QUARTER COUNTY TAXES DUE	759,769.61	
	PO 5725	2020 2ND QUARTER COUNTY OPEN SPACE TAXES	87,709.62	
	PO 5726	2020 2ND QUARTER COUNTY HEALTH TAXES DUE	15,300.55	**917,131.91**
1232 - **MONMOUTH MUNICIPAL JIF**	PO 5675	MMJIF INSURANCE - SECOND INSTALLMENT 202	108,243.00	**108,243.00**
1241 - **NAPA AUTO PARTS (#15456)**	PO 5648	Lamp	15.98	**15.98**
1245 - **NJ AMERICAN WATER CO**	PO 5690	PAP FIRE HOUSE - 03/12-04/13/2020	160.28	
	PO 5691	LIBRARY WATER - 03/12-04/13/2020	19.21	
	PO 5692	262 ARNOLD AVE IRRG2 03/12-04/13/2020	19.23	
	PO 5693	OLD WHARF PARK #2 03/12-04/13/2020	19.21	
	PO 5694	OLD WHARF 03/12-04/13/2020	54.61	
	PO 5695	OLD WHARF PARK #1 03/12-04/13/2020	153.72	**426.26**
1251 - **NJ NATURAL GAS CO**	PO 5711	282 HILDRETH - 03/18-04/17/20	488.99	
	PO 5712	901 MURPHY - 03/18-04/17/20	205.27	
	PO 5713	977 MURPHY (NEW PD) 03/18-04/17/20	34.00	
	PO 5714	900 MURPHY DRIVE (DPW) 03/18-04/17/20	313.81	
	PO 5727	2 PEMBERTON AVE - 03/17-04/16/2020	370.44	
	PO 5728	433 MYRTLE 03/17-04/16/20	176.34	
	PO 5729	315 E MAIN - OLD WHARF - 03/17-04/16/20	147.78	
	PO 5730	TOHICON - LIBRARY - 03/13-04/15/2020	126.25	**1,862.88**
1251 - **NJ NATURAL GAS CO**	PO 5749	21 MAIN STREET - 04/17-03/16/2020	261.86	**261.86**
1261 - **OCEANPORT BOARD OF EDUCATION**	PO 5721	MAY 2020 SCHOOL TAX REMITTANCE	813,165.67	**813,165.67**
1520 - **PASHMAN STEIN WALDER HAYDEN, PC**	PO 5684	AFFORDABLE HOUSING COUNCIL MARCH 2020	2,590.00	**2,590.00**
1721 - **PERENNIAL RESTORATION SERVICES, LLC**	PO 5741	CLEANING SERVICES	4,300.00	**4,300.00**
1292 - **R & J CONTROL INC.**	PO 5249	MAINTENANCE AT 433 MYRTLE 01/16/2020	324.00	**324.00**
1303 - **RESERVE ACCOUNT**	PO 5762	POSTAGE METER REFILL	1,000.00	**1,000.00**
1406 - **SAFE-T**	PO 4525	GAS SENSOR REPLACEMENT/ QUADGAS	790.00	**790.00**
1323 - **SHORE REGIONAL HIGH SCHOOL**	PO 5720	MAY 2020 TAX REMITTANCE	268,537.00	**268,537.00**
1325 - **SHREWSBURY AUTO PARTS**	PO 5645	BATTERIES - TRUCK 126	250.94	**250.94**
1326 - **SIP'S PAINT**	PO 5639	TYVEK COVERALLS	1,083.14	**1,083.14**
1643 - **STATE TOXICOLOGY LAB**	PO 5512	Drug Testing for 2 officers	90.00	**90.00**
1346 - **THE ARNETTE LAW FIRM LLC**	PO 5758	BOROUGH ATTORNEY FEES - MARCH 2020	6,355.00	**6,355.00**
1349 - **THE LINK NEWS, INC**	PO 5495	Legal Notices	129.14	**129.14**
1373 - **TWO RIVER WATER RECLAMATION**	PO 5753	OLD WHARF HOUSE - 04/01-06/30/2020	90.00	
	PO 5756	450 PORT AU PECK AVE 04/01-06/30/2020	90.00	

List of Bills - (All Funds)

10.1.a

Vendor	Description		Payment	Check Total
	PO 5757	433 MYRTLE 04/01-06/30/2020	90.00	
	PO 5763	COMMUNITY CTR - 03/01-06/30/2020	90.00	**360.00**
1380 - **US BANK OPERATIONS CENTER**	PO 5650	2013B DEBT SERVICE	7,748.89	
	PO 5651	2011B DEBT SERVICE	1,249.11	
	PO 5652	2014 BOND/OPEN SPACE DEBT SERVICE	9,897.66	
	PO 5653	2019B DEBT SERVCIE	65,526.11	**84,421.77**
1387 - **VERIZON**	PO 5697	POLICE - 04/13-05/12/2020	811.46	
	PO 5748	OEM (732-389-9801) 04/23-05/22/2020	239.63	**1,051.09**
1692 - **WATCHUNG SPRING WATER**	PO 5626	WATER SERVICE 04/06/2020	44.93	
	PO 5627	WATER SERVICE 03/17/2020	82.89	**127.82**
	Capital Fund			
1630 - **BENJAMIN R HARVEY CO, INC.**	PO 5752	PAYMENT #9 - 03/25/2020	435,381.34	**435,381.34**
1106 - **FIORE PAVING COMPANY, INC**	PO 5682	2019 ROAD PROGRAM	38,464.00	**38,464.00**
1138 - **HALE TRAILER BRAKE & WHEEL INC**	PO 5614	TRAILER 900 MURPHY DR - DPW APRIL 2020	340.00	**340.00**
1195 - **MASER CONSULTING, P.A.**	PO 5685	2019 ROAD PROGRAM - CONSTRUCTION OVERSIG	773.75	
	PO 5699	MAIN STREET CONSTRUCTION OVERSIGHT CERTI	1,196.25	
	PO 5701	MYRTLE AVE DRAINAGE & SIDEWALK IMPROVEME	790.75	**2,760.75**
1617 - **UNITED SITE SERVICES**	PO 5264	900 MURPHY DRIVE - 01/22-02/18/2020	305.46	
	PO 5269	900 MURPHY DRIVE - 12/25-01/21/2020	305.46	**610.92**
	DOG TRUST FUND			
1445 - **Monmouth County SPCA**	PO 5611	ANIMAL CONTROL - MARCH 2020	425.00	**425.00**
1367 - **TREASURER:STATE OF NJ HEALTH**	PO 5760	MARCH 2020 DOG REPORT	70.20	
	PO 5761	FEBRUARY 2020 DOG REPORT	237.00	**307.20**
	OPEN SPACE TRUST			
1718 - **SIGNS BY TOMORROW**	PO 5524	PLAYGROUND CLOSED SIGN	280.00	**280.00**
1617 - **UNITED SITE SERVICES**	PO 5265	MARIA GATTA PARK - 01/22-02/18/2020	311.20	
	PO 5268	MARIA GATTA PARK - 12/25-01/21/2020	311.20	**622.40**
1380 - **US BANK OPERATIONS CENTER**	PO 5652	2014 BOND/OPEN SPACE DEBT SERVICE	11,325.00	**11,325.00**
	OTHER TRUST			
1345 - **TEAM LIFE, INC**	PO 5604	AED WALL UNITS	7,398.00	**7,398.00**
	DEVELOPERS ESCROW TRUST			
1116 - **ASBURY PARK PRESS**	PO 5704	PB Notice of Decision, KellY	48.50	**48.50**
1723 - **DOMINICK LANZANO**	PO 5707	14 ONEIDA AVENUE	600.00	**600.00**
1499 - **KEVIN E KENNEDY, ESQ**	PO 5703	Planning Board Legal Review - KELLY	60.00	
	PO 5705	Planning Board Legal Review - HAGER	90.00	**150.00**
1195 - **MASER CONSULTING, P.A.**	PO 5439	Planning Board Review - 222 MONMOUTH BLV	1,980.00	
	PO 5708	74 CAYUGA AVENUE - SEMPKOWSKI	453.75	
	PO 5765	MONMOUTH HOUSING ALLIANCE - CATALOG #776	165.00	
	PO 5766	FORT PARTNERS GROUP - CATALOG #776452060	247.50	
	PO 5767	MARTELLI 222 MONMOUTH BLVD - CATALOG #7	1,732.50	**4,578.75**
1200 - **McMANIMON*SCOTLAND*BAUMANN LLC**	PO 5659	KKF UNIVERSITY 02/29/2020	3,354.10	**3,354.10**

TOTAL				**2,806,186.50**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	2,299,540.54
01-113-04-000-026	TAX SALE PREMIUMS			1,200.00	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,527.35			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	150.00			
01-201-20-155-200	LEGAL SERVICES OE	9,320.00			
01-201-20-165-200	BOROUGH ENGINEER OE	5,250.00			
01-201-21-180-200	PLANNING BOARD OE	389.30			
01-201-23-210-200	INSURANCE PREMIUMS OTHER	108,243.00			
01-201-23-210-202	HEALTH	69,462.00			

10.1.a

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-23-210-203	DENTAL	4,184.00			
01-201-25-240-200	POLICE OE	90.00			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,914.36			
01-201-25-265-200	FIRE DEPARTMENT OE	15.98			
01-201-25-265-209	REPAIRS & MAINTENANCE	474.51			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	4,300.00			
01-201-26-300-271	REPAIRS	2,833.60			
01-201-26-300-272	TIRES	166.30			
01-201-26-310-252	REPAIRS & EQUIPMENT	449.00			
01-201-31-430-203	TELEPHONE/INTERNET	1,694.31			
01-201-31-430-204	WATER/SEWER	786.26			
01-201-31-430-205	NATURAL GAS	2,044.81			
01-201-43-490-200	MUNICIPAL COURT OE	29.40			
01-201-45-920-200	DEBT SERVICE OE	84,421.77			
01-203-20-165-200	(2019) BOROUGH ENGINEER OE		247.50		
01-203-25-240-200	(2019) POLICE OE		441.92		
01-203-25-265-200	(2019) FIRE DEPARTMENT OE		790.00		
01-206-55-000-046	REGIONAL SCHOOL TAX			268,537.00	
01-207-55-000-045	LOCAL SCHOOL TAX			813,165.67	
01-208-55-000-039	COUNTY TAX PAYABLE			759,769.61	
01-208-55-000-041	COUNTY OPEN SPACE TAX			87,709.62	
01-208-55-000-042	COUNTY HEALTH TAX			15,300.55	
01-208-55-000-043	COUNTY LIBRARY TAX			54,352.13	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			280.59	
TOTALS FOR	**Current Fund**	**297,745.95**	**1,479.42**	**2,000,315.17**	**2,299,540.54**
04-101-01-100-011	CAPITAL CASH - TD			0.00	477,557.01
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			436,332.26	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			1,987.00	
04-215-55-989-A00	2019 #1001 VARIOUS ROAD/DRAINAGE			39,237.75	
TOTALS FOR	**Capital Fund**	**0.00**	**0.00**	**477,557.01**	**477,557.01**
05-101-00-100-011	CASH - TD			0.00	732.20
05-161-00-500-040	DUE TO STATE OF NJ			307.20	
05-270-00-500-020	RESERVE FOR EXPENDITURES			425.00	
TOTALS FOR	**DOG TRUST FUND**	**0.00**	**0.00**	**732.20**	**732.20**
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	12,227.40
06-270-00-500-020	RESERVE FOR OPEN SPACE			11,947.40	
06-270-00-500-021	SPACE COVID-19			280.00	
TOTALS FOR	**OPEN SPACE TRUST**	**0.00**	**0.00**	**12,227.40**	**12,227.40**
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	7,398.00
60-270-55-600-105	RES.FOR RECREATION			7,398.00	
TOTALS FOR	**OTHER TRUST**	**0.00**	**0.00**	**7,398.00**	**7,398.00**
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	8,731.35
61-270-55-600-205	RES.FOR DEV.ESCROW			8,731.35	
TOTALS FOR	**DEVELOPERS ESCROW TRUST**	**0.00**	**0.00**	**8,731.35**	**8,731.35**

Total to be paid from Fund 01 Current Fund	2,299,540.54
Total to be paid from Fund 04 Capital Fund	477,557.01
Total to be paid from Fund 05 DOG TRUST FUND	732.20
Total to be paid from Fund 06 OPEN SPACE TRUST	12,227.40
Total to be paid from Fund 60 OTHER TRUST	7,398.00
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	8,731.35

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
		2,806,186.50			

Report Printed 2020-05-01 12:17:20 BOROUGH OF OCEANPORT

10.1.a

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

From 04/01/2020 to 05/31/2020 With a Line Amount > 10000

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
4/28/2020		5722		01-201-23-210-202	HEALTH MAY 2020	69,462.00		
				01-201-23-210-203	DENTAL MAY 2020	4,184.00		
					CENTRAL JERSEY HEALTH INSURANC		73,646.00	01-101-01-000-011
4/28/2020		5682		04-215-55-989-A02	BRIDGEWATERS DRIVE	7,450.00		
				04-215-55-989-A04	RELWOLF	4,800.00		
				04-215-55-989-A05	MILTON	4,700.00		
				04-215-55-989-A06	HEDGE	21,514.00		
					FIORE PAVING COMPANY, INC		38,464.00	04-101-01-100-011
4/28/2020		5726		01-208-55-000-042	2020 2ND QUARTER HEALTH TAXES	15,300.55		
					MONMOUTH COUNTY TREASURER		15,300.55	01-101-01-000-011
4/28/2020		5725		01-208-55-000-041	2020 2ND QUARTER OPEN SPACE TAXES	87,709.62		
					MONMOUTH COUNTY TREASURER		87,709.62	01-101-01-000-011
4/28/2020		5724		01-208-55-000-039	2020 2ND QUARTER COUNTY TAXES	759,769.61		
					MONMOUTH COUNTY TREASURER		759,769.61	01-101-01-000-011
4/28/2020		5723		01-208-55-000-043	2020 2ND QUARTER LIBRARY TAXES	54,352.13		
					MONMOUTH COUNTY TREASURER		54,352.13	01-101-01-000-011
4/28/2020		5675		01-201-23-210-200-2	WORKMAN'S COMPENSATION	53,358.50		
				01-201-23-210-200-1	MONMOUTH MUNICIPAL JOINT INSURANCE	54,884.50		
					MONMOUTH MUNICIPAL JIF		108,243.00	01-101-01-000-011
4/28/2020		5721		01-207-55-000-045	MAY2020 TAX REMITTANCE	813,165.67		
					OCEANPORT BOARD OF EDUCATION		813,165.67	01-101-01-000-011
4/28/2020		5720		01-206-55-000-046	MAY 2020 TAX REMITTANCE	268,537.00		
					SHORE REGIONAL HIGH SCHOOL		268,537.00	01-101-01-000-011
4/28/2020		5653		01-201-45-930-213	INTEREST ON BOND	65,526.11		
					US BANK OPERATIONS CENTER		65,526.11	01-101-01-000-011
4/28/2020		5652		06-270-00-500-020	OPEN SPACE INTEREST	11,325.00		
					US BANK OPERATIONS CENTER		11,325.00	06-101-01-100-011

APRIL SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				2,246,249.69
04-101-01-100-011	CAPITAL CASH - TD				38,464.00
06-101-01-100-011	OPEN SPACE CASH - TD				11,325.00
01-201-23-210-200-1	MMJF		54,884.50		
01-201-23-210-200-2	WORKMEN'S COMPENSATION		53,358.50		
01-201-23-210-202	HEALTH		69,462.00		
01-201-23-210-203	DENTAL		4,184.00		
01-201-45-930-213	INTEREST ON BONDS		65,526.11		
01-206-55-000-046	REGIONAL SCHOOL TAX			268,537.00	
01-207-55-000-045	LOCAL SCHOOL TAX			813,165.67	
01-208-55-000-039	COUNTY TAX PAYABLE			759,769.61	
01-208-55-000-041	COUNTY OPEN SPACE TAX			87,709.62	
01-208-55-000-042	COUNTY HEALTH TAX			15,300.55	
01-208-55-000-043	COUNTY LIBRARY TAX			54,352.13	
04-215-55-989-A02	BRIDGEWATERS DRIVE			7,450.00	
04-215-55-989-A04	RELWOLF			4,800.00	
04-215-55-989-A05	MILTON AVE			4,700.00	
04-215-55-989-A06	HEDGE DRIVE			21,514.00	
06-270-00-500-020	RESERVE FOR OPEN SPACE			11,325.00	
APRIL TOTALS (FOR RANGE):			247,415.11	2,048,623.58	2,296,038.69

10.1.a

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

From 04/01/2020 to 05/31/2020 With a Line Amount > 10000

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
5/01/2020		5752		04-215-55-474-009	9TH PAYMENT DUE *BENJAMIN R HARVEY CO, INC.*	435,381.34	435,381.34	04-101-01-100-011

MAY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
04-101-01-100-011	CAPITAL CASH - TD				435,381.34
04-215-55-474-009	RENOVATION			435,381.34	
MAY TOTALS (FOR RANGE):				435,381.34	435,381.34

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				2,246,249.69
04-101-01-100-011	CAPITAL CASH - TD				473,845.34
06-101-01-100-011	OPEN SPACE CASH - TD				11,325.00
01-201-23-210-200-1	MMJF		54,884.50		
01-201-23-210-200-2	WORKMEN'S COMPENSATION		53,358.50		
01-201-23-210-202	HEALTH		69,462.00		
01-201-23-210-203	DENTAL		4,184.00		
01-201-45-930-213	INTEREST ON BONDS		65,526.11		
01-206-55-000-046	REGIONAL SCHOOL TAX			268,537.00	
01-207-55-000-045	LOCAL SCHOOL TAX			813,165.67	
01-208-55-000-039	COUNTY TAX PAYABLE			759,769.61	
01-208-55-000-041	COUNTY OPEN SPACE TAX			87,709.62	
01-208-55-000-042	COUNTY HEALTH TAX			15,300.55	
01-208-55-000-043	COUNTY LIBRARY TAX			54,352.13	
04-215-55-474-009	RENOVATION			435,381.34	
04-215-55-989-A02	BRIDGEWATERS DRIVE			7,450.00	
04-215-55-989-A04	RELWOLF			4,800.00	
04-215-55-989-A05	MILTON AVE			4,700.00	
04-215-55-989-A06	HEDGE DRIVE			21,514.00	
06-270-00-500-020	RESERVE FOR OPEN SPACE			11,325.00	
TOTALS (FOR RANGE):			247,415.11	2,484,004.92	2,731,420.03

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A CONTRACT PROPOSAL C-1 ONLY FOR SOLID WASTE COLLECTION & DISPOSAL TO SUBURBAN DISPOSAL

Resolution

WHEREAS, the Borough of Oceanport solicited bids in connection with Solid Waste Collection and Disposal Services and Recycling Collection and Disposal; and

WHEREAS, the said bid solicitation process was effectuated in accordance with prevailing provisions of the Local Public Contracts Law, pursuant to *N.J.S.A. 40A:11-1 et seq.;* and

WHEREAS, in response to the subject bid solicitation process, the Borough of Oceanport received two (2) bids; and

WHEREAS, the Borough Engineer and Borough Attorney reviewed the bids and the Borough Engineer prepared a written summation of the submitted proposals; and

WHEREAS, bids were received with alternate proposals 1-5 with add on for bulk waste collection and disposal; and

WHEREAS, the Borough Council has considered same and now desires to proceed with Proposal A only; and

WHEREAS, the lowest responsible bid was submitted by Suburban Disposal Inc., hereinafter referred to as “Contractor” in the sum of $604,000 bid amount for two years, with three one-year options in the amounts of $314,000.00, $329,000.00, and $342,000.00, respectively; and

WHEREAS, this contract entails collection and disposal of solid waste only; and

WHEREAS, the Contractor has complied with the mandatory requirements of *N.J.S.A. 40A:11-23.2*, and

WHEREAS, the Borough shall provide sufficient funds in its annual budget for each of the five (5) years for the purpose of fulfilling the terms and conditions of this contract; and

WHEREAS, awarding such a Contract to Suburban Disposal Inc. will be in the best interest of the Borough and its residents,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport as follows:

1. That the Borough of Oceanport is hereby authorized to award Proposal C-1 for the solid waste collection and disposal services to Suburban Disposal Inc. subject to conditions set forth herein.

2. That the said Contract shall be in the sum of $604,000 bid amount for two years, with three one-year options in the amounts of $314,000.00, $329,000.00, and $342,000.00, respectively; and

3. That the within award of Contract shall be contingent upon the Contractor submitting appropriate Performance Security, which guarantees shall be approved as to form by the Borough Attorney.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign any and all documents necessary to effectuate the intentions of the within Resolution - including, but not limited to, the Contract, subject to the Certification of Funds by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return all bid security, except the security of the three (3) apparent lowest responsible bidders. Upon return of said security the bids of such bidders shall be considered withdrawn.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return the bid security to the remaining unsuccessful bidders, within three (3) days of signed Contracts and the approval of the Contractor's Performance Guarantees.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds for the purpose stated herein are subject to sufficient funds being appropriated in the annual budget for each year of the contract.

Catherine D. LaPorta, CFO

MASER CONSULTING

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

April 16, 2020

VIA EMAIL

Honorable Mayor and Council
Borough of Oceanport
315 East Main Street
Oceanport, NJ 07757

Re: Solid Waste/Recycling Collection
Borough of Oceanport, Monmouth County, New Jersey
Project No. OPB-168

Dear Mayor and Council:

On Tuesday, April 14, 2020, at 11:00 a.m., bids were received for the Borough's Collection of Solid Waste and Recycling. The contract was bid out with several options in order to permit Mayor and Council to have cost saving options to choose from. The following matrix provides a brief summary of the five proposals.

PROPOSAL	NUMBER OF CONTRACTS TO BE AWARDED	NUMBER OF SOLID WASTE DISTRICTS	NUMBER OF RECYCLING DISTRICTS	RECYCLING COLLECTIONS PER MONTH/DISTRICT
A	1	3	2	2
B	1	2	2	2
C	2	3	2	2
D	2	2	2	2
E	1	2	1	5

Proposals C & D proposed to award separate contracts for Solid Waste and Recycling Collection. Proposal E is similar to West Long Branch in that it provides for weekly recycling collection for the entire Borough with alternating collection of glass, aluminum, tin and plastic one week and mixed paper, newspaper, cardboard and chipboard the next week. Bulk waste pick up has been reduced to the first Solid Waste Collection of the month to reduce costs and was bid as an Add Alternate Bid Item.

Our office has reviewed the bids and found them to be in order. Attached to this letter is a copy of the Bid Summary. Please note that Republic Services did not bid on the Bulk Waste Collection. A comparison of bids based on the maximum contract duration is as follows:

5 Year Total of Solid Waste and Recycling Collection

PROPOSAL	Suburban Disposal Inc.	Republic Services
A	$ 1,994,000.00	$ 2,663,710.00
B	$ 1,994,000.00	NO BID
C	$ 1,994,000.00	NO BID
D	$ 1,994,000.00	NO BID
E	$ 2,399,000.00	NO BID

5 Year Total of Solid Waste, Recycling, and Bulk Collection

PROPOSAL	Suburban Disposal Inc.	Republic Services
A	$ 2,182,000.00	NO BID
B	$ 2,182,000.00	NO BID
C	$ 2,182,000.00	NO BID
D	$ 2,182,000.00	NO BID
E	$ 2,587,000.00	NO BID

The lowest responsive bidder for all proposals is Suburban Disposal Inc., the current contractor for the Borough. The current contract expires on May 31, 2020. The lowest bid in the original bid receipt in November 2019 for the 5-year period was $2,381,000.00.

The bid specifications were set up for a two-year contract with up to three one-year renewals. This method allows the Borough to rebid the contract should circumstances change that are in favor of the Borough prior to renewing for years 3-5. The total cost for the two-year contract period is included in the Bid Tabulation. Our recommendation would be for the Mayor and Council to award Proposal A as this would impact the residents the least as the collection schedule would be unchanged except for the bulk pickup only once a month as opposed once a week.

Any recommendation of award from the Council should be conditioned upon the review and approval of the bid documents by the Borough Attorney and the availability of funds.

Should you have any questions or require additional clarification, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING P.A.

William H.R. White, III, P.E., P.P., C.M.E.
Oceanport Borough Engineer

WHW/nb
Enclosures
cc: Jeanne Smith, RMC, Borough Clerk (with enclosure)
Scott Arnette, Esq., Borough Attorney (with enclosure)

R:\General\Projects\Opb\OPB-168\Correspondence\OUT\200416_whw_M&C_bid_summary.docx

MASER CONSULTING P.A.

Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY
MC PROJECT NO. OPB-168
April 14, 2020

Three (3) Solid Waste Districts
Two (2) recyclable districts
(commingled recyclables)

	Proposal A (two recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services	$298,000.00	$325,950.00
	Furnish Basic Recycling Collection Services	$73,000.00	$165,843.00
	Subtotal	**$371,000.00**	**$491,793.00**
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	$338,988.00
	Furnish Basic Recycling Collection Services	$75,000.00	$172,477.00
	Subtotal	**$381,000.00**	**$511,465.00**
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	$352,548.00
	Furnish Basic Recycling Collection Services	$82,000.00	$179,376.00
	Subtotal	**$396,000.00**	**$531,924.00**
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	$366,649.00
	Furnish Basic Recycling Collection Services	$85,000.00	$186,551.00
	Subtotal	**$414,000.00**	**$553,200.00**
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	$381,315.00
	Furnish Basic Recycling Collection Services	$90,000.00	$194,013.00
	Subtotal	**$432,000.00**	**$575,328.00**
	5 YEAR TOTAL	**$1,994,000.00**	**$2,663,710.00**

	Add Alternate A-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

2 YEAR GRAND TOTAL	**$824,000.00**	**$1,003,258.00**
5 YEAR GRAND TOTAL	**$2,182,000.00**	**$2,663,710.00**

[blue box] - Does not include Bulk waste Pick-up

MASER CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY
MC PROJECT NO. OPB-168
April 14, 2020

Two (2) Solid Waste Districts
Two (2) recyclable districts
(commingled recyclables)

	Proposal B (two recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services	$298,000.00	No Bid
	Furnish Basic Recycling Collection Services	$73,000.00	No Bid
	Subtotal	**$371,000.00**	**No Bid**
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	No Bid
	Furnish Basic Recycling Collection Services	$75,000.00	No Bid
	Subtotal	**$381,000.00**	**No Bid**
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	No Bid
	Furnish Basic Recycling Collection Services	$82,000.00	No Bid
	Subtotal	**$396,000.00**	**No Bid**
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	No Bid
	Furnish Basic Recycling Collection Services	$85,000.00	No Bid
	Subtotal	**$414,000.00**	**No Bid**
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	No Bid
	Furnish Basic Recycling Collection Services	$90,000.00	No Bid
	Subtotal	**$432,000.00**	**No Bid**
	5 YEAR TOTAL	**$1,994,000.00**	**No Bid**

	Add Alternate B-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

2 YEAR GRAND TOTAL	**$824,000.00**	**No Bid**
5 YEAR GRAND TOTAL	**$2,182,000.00**	**No Bid**

MASER CONSULTING P.A.

Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES — **Three (3) Solid Waste Districts**
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY — **Two (2) recyclable districts**
MC PROJECT NO. OPB-168 — **(commingled recyclables)**
April 14, 2020

	Proposal C-1 Solid Waste collection only (seperate Contract)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services (seperate Contract)	$298,000.00	No Bid
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	No Bid
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	No Bid
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	No Bid
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	No Bid
	5 YEAR TOTAL	**$1,589,000.00**	**No Bid**

	Add Alternate C-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

	Proposal C-2 Recycling collection only (two recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Recycling Collection Services	$73,000.00	No Bid
YEAR 2	Furnish Basic Recycling Collection Services	$75,000.00	No Bid
YEAR 3	Furnish Basic Recycling Collection Services	$82,000.00	No Bid
YEAR 4	Furnish Basic Recycling Collection Services	$85,000.00	No Bid
YEAR 5	Furnish Basic Recycling Collection Services	$90,000.00	No Bid
	5 YEAR TOTAL	**$405,000.00**	**No Bid**
	2 YEAR GRAND TOTAL	**$824,000.00**	**No Bid**
	5 YEAR GRAND TOTAL	**$2,182,000.00**	**No Bid**

MASER CONSULTING P.A.

Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES			Two (2) Solid Waste Districts
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY			Two (2) recyclable districts
MC PROJECT NO. OPB-168			(commingled recyclables)
April 14, 2020			
	Proposal D-1 Solid Waste collection only (seperate Contract)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services (seperate Contract)	$298,000.00	No Bid
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	No Bid
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	No Bid
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	No Bid
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	No Bid
	5 YEAR TOTAL	**$1,589,000.00**	**No Bid**

	Add Alternate D-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

	Proposal D-2 Recycling collection only (two recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Recycling Collection Services	$73,000.00	No Bid
YEAR 2	Furnish Basic Recycling Collection Services	$75,000.00	No Bid
YEAR 3	Furnish Basic Recycling Collection Services	$82,000.00	No Bid
YEAR 4	Furnish Basic Recycling Collection Services	$85,000.00	No Bid
YEAR 5	Furnish Basic Recycling Collection Services	$90,000.00	No Bid
	5 YEAR TOTAL	**$405,000.00**	**No Bid**
	2 YEAR GRAND TOTAL	**$824,000.00**	**No Bid**
	5 YEAR GRAND TOTAL	**$2,182,000.00**	**No Bid**

MASER CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY
MC PROJECT NO. OPB-168
April 14, 2020

Two (2) Solid Waste Districts
One (1) recyclable districts
(seperated recyclables)

	Proposal E (five recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services	$298,000.00	$325,950.00
	Furnish Basic Recycling Collection Services	$146,000.00	$165,843.00
	Subtotal	**$444,000.00**	**$491,793.00**
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	No Bid
	Furnish Basic Recycling Collection Services	$150,000.00	No Bid
	Subtotal	**$456,000.00**	No Bid
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	No Bid
	Furnish Basic Recycling Collection Services	$164,000.00	No Bid
	Subtotal	**$478,000.00**	No Bid
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	No Bid
	Furnish Basic Recycling Collection Services	$170,000.00	No Bid
	Subtotal	**$499,000.00**	No Bid
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	No Bid
	Furnish Basic Recycling Collection Services	$180,000.00	No Bid
	Subtotal	**$522,000.00**	No Bid
	5 YEAR TOTAL	**$2,399,000.00**	**No Bid**

	Add Alternate E-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

2 YEAR GRAND TOTAL	**$972,000.00**	**No Bid**
5 YEAR GRAND TOTAL	**$2,587,000.00**	**No Bid**

From: Donna Phelps
To: Jeanne Smith
Cc: Richard Gallo; Oceanport Mayor
Subject: Bulk Pickup
Date: Wednesday, April 29, 2020 12:20:23 PM

Spoke to Ricky this morning. His committee is recommending that Public Works pick up the bulk the same way they handle appliance pick up. Residents would call Borough Hall to schedule pick up. As such, the contract to Suburban should be Proposal C to award separate contracts for garbage and recycling pickups, without bulk pickup. Everything will stay the same – twice weekly garbage pick-up – twice monthly recycling – BUT bulk will be handled differently by Public Works. Thanks.

Donna

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A CONTRACT PROPOSAL C-2 FOR RECYCLING COLLECTION & DISPOSAL TO SUBURBAN DISPOSAL

Resolution

WHEREAS, the Borough of Oceanport solicited bids in connection with Solid Waste Collection and Disposal Services and Recycling Collection and Disposal; and

WHEREAS, the said bid solicitation process was effectuated in accordance with prevailing provisions of the Local Public Contracts Law, pursuant to *N.J.S.A. 40A:11-1 et seq.;* and

WHEREAS, in response to the subject bid solicitation process, the Borough of Oceanport received two (2) bids; and

WHEREAS, the Borough Engineer and Borough Attorney reviewed the bids and the Borough Engineer prepared a written summation of the submitted proposals; and

WHEREAS, bids were received with alternate proposals 1-5 with alternate add on for bulk waste collection and disposal; and

WHEREAS, the Borough Council has considered same and now desires to proceed with a separate contract for Proposal C-2 for recycling collection and disposal; and

WHEREAS, the lowest responsible bid was submitted by Suburban Disposal Inc., hereinafter referred to as “Contractor” in the sum of $148,000 bid amount for two years, with three one-year options in the amounts of $82,000.00, $85,000.00, and $90,000.00, respectively; and

WHEREAS, this contract entails curbside collection and disposal of recyclables, being aluminum, glass, bimetal, plastic, newspaper and cardboard; and

WHEREAS, the Contractor has complied with the mandatory requirements of *N.J.S.A. 40A:11-23.2*, and

WHEREAS, the Borough shall provide sufficient funds in its annual budget for each of the five (5) years for the purpose of fulfilling the terms and conditions of this contract; and

WHEREAS, awarding such a Contract to Suburban Disposal Inc. will be in the best interest of the Borough and its residents,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport as follows:

1. That the Borough of Oceanport is hereby authorized to award Proposal C-2 for curbside collection and disposal services of recyclables to Suburban Disposal Inc. subject to conditions set forth herein.

2. That the said Contract shall be in the sum of $148,000 bid amount for two years, with three one-year options in the amounts of $82,000.00, $85,000.00, and $90,000.00, respectively; and

3. That the within award of Contract shall be contingent upon the Contractor submitting appropriate

Performance Security, which guarantees shall be approved as to form by the Borough Attorney.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign any and all documents necessary to effectuate the intentions of the within Resolution - including, but not limited to, the Contract, subject to the Certification of Funds by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return all bid security, except the security of the three (3) apparent lowest responsible bidders. Upon return of said security the bids of such bidders shall be considered withdrawn.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return the bid security to the remaining unsuccessful bidders, within three (3) days of signed Contracts and the approval of the Contractor's Performance Guarantees.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds for the purpose stated herein are subject to sufficient funds being appropriated in the annual budget for each year of the contract.

Catherine D. LaPorta

Catherine D. LaPorta, CFO

MASER CONSULTING

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

April 16, 2020

VIA EMAIL

Honorable Mayor and Council
Borough of Oceanport
315 East Main Street
Oceanport, NJ 07757

Re: Solid Waste/Recycling Collection
Borough of Oceanport, Monmouth County, New Jersey
Project No. OPB-168

Dear Mayor and Council:

On Tuesday, April 14, 2020, at 11:00 a.m., bids were received for the Borough's Collection of Solid Waste and Recycling. The contract was bid out with several options in order to permit Mayor and Council to have cost saving options to choose from. The following matrix provides a brief summary of the five proposals.

PROPOSAL	NUMBER OF CONTRACTS TO BE AWARDED	NUMBER OF SOLID WASTE DISTRICTS	NUMBER OF RECYCLING DISTRICTS	RECYCLING COLLECTIONS PER MONTH/DISTRICT
A	1	3	2	2
B	1	2	2	2
C	2	3	2	2
D	2	2	2	2
E	1	2	1	5

Proposals C & D proposed to award separate contracts for Solid Waste and Recycling Collection. Proposal E is similar to West Long Branch in that it provides for weekly recycling collection for the entire Borough with alternating collection of glass, aluminum, tin and plastic one week and mixed paper, newspaper, cardboard and chipboard the next week. Bulk waste pick up has been reduced to the first Solid Waste Collection of the month to reduce costs and was bid as an Add Alternate Bid Item.

Our office has reviewed the bids and found them to be in order. Attached to this letter is a copy of the Bid Summary. Please note that Republic Services did not bid on the Bulk Waste Collection. A comparison of bids based on the maximum contract duration is as follows:

5 Year Total of Solid Waste and Recycling Collection

PROPOSAL	Suburban Disposal Inc.	Republic Services
A	$ 1,994,000.00	$ 2,663,710.00
B	$ 1,994,000.00	NO BID
C	$ 1,994,000.00	NO BID
D	$ 1,994,000.00	NO BID
E	$ 2,399,000.00	NO BID

5 Year Total of Solid Waste, Recycling, and Bulk Collection

PROPOSAL	Suburban Disposal Inc.	Republic Services
A	$ 2,182,000.00	NO BID
B	$ 2,182,000.00	NO BID
C	$ 2,182,000.00	NO BID
D	$ 2,182,000.00	NO BID
E	$ 2,587,000.00	NO BID

The lowest responsive bidder for all proposals is Suburban Disposal Inc., the current contractor for the Borough. The current contract expires on May 31, 2020. The lowest bid in the original bid receipt in November 2019 for the 5-year period was $2,381,000.00.

The bid specifications were set up for a two-year contract with up to three one-year renewals. This method allows the Borough to rebid the contract should circumstances change that are in favor of the Borough prior to renewing for years 3-5. The total cost for the two-year contract period is included in the Bid Tabulation. Our recommendation would be for the Mayor and Council to award Proposal A as this would impact the residents the least as the collection schedule would be unchanged except for the bulk pickup only once a month as opposed once a week.

Any recommendation of award from the Council should be conditioned upon the review and approval of the bid documents by the Borough Attorney and the availability of funds.

Should you have any questions or require additional clarification, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING P.A.

William H.R. White, III, P.E., P.P., C.M.E.
Oceanport Borough Engineer

WHW/nb
Enclosures
cc: Jeanne Smith, RMC, Borough Clerk (with enclosure)
Scott Arnette, Esq., Borough Attorney (with enclosure)

R:\General\Projects\Opb\OPB-168\Correspondence\OUT\200416_whw_M&C_bid_summary.docx

MASER CONSULTING P.A.

Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY MC PROJECT NO. OPB-168 April 14, 2020			Three (3) Solid Waste Districts Two (2) recyclable districts (commingled recyclables)
	Proposal A (two recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services	$298,000.00	$325,950.00
	Furnish Basic Recycling Collection Services	$73,000.00	$165,843.00
	Subtotal	**$371,000.00**	**$491,793.00**
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	$338,988.00
	Furnish Basic Recycling Collection Services	$75,000.00	$172,477.00
	Subtotal	**$381,000.00**	**$511,465.00**
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	$352,548.00
	Furnish Basic Recycling Collection Services	$82,000.00	$179,376.00
	Subtotal	**$396,000.00**	**$531,924.00**
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	$366,649.00
	Furnish Basic Recycling Collection Services	$85,000.00	$186,551.00
	Subtotal	**$414,000.00**	**$553,200.00**
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	$381,315.00
	Furnish Basic Recycling Collection Services	$90,000.00	$194,013.00
	Subtotal	**$432,000.00**	**$575,328.00**
	5 YEAR TOTAL	**$1,994,000.00**	**$2,663,710.00**

	Add Alternate A-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

2 YEAR GRAND TOTAL	**$824,000.00**	**$1,003,258.00**
5 YEAR GRAND TOTAL	**$2,182,000.00**	**$2,663,710.00**

- Does not include Bulk waste Pick-up

MASER CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY
MC PROJECT NO. OPB-168
April 14, 2020

Two (2) Solid Waste Districts
Two (2) recyclable districts
(commingled recyclables)

	Proposal B (two recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services	$298,000.00	No Bid
	Furnish Basic Recycling Collection Services	$73,000.00	No Bid
	Subtotal	**$371,000.00**	**No Bid**
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	No Bid
	Furnish Basic Recycling Collection Services	$75,000.00	No Bid
	Subtotal	**$381,000.00**	**No Bid**
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	No Bid
	Furnish Basic Recycling Collection Services	$82,000.00	No Bid
	Subtotal	**$396,000.00**	**No Bid**
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	No Bid
	Furnish Basic Recycling Collection Services	$85,000.00	No Bid
	Subtotal	**$414,000.00**	**No Bid**
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	No Bid
	Furnish Basic Recycling Collection Services	$90,000.00	No Bid
	Subtotal	**$432,000.00**	**No Bid**
	5 YEAR TOTAL	**$1,994,000.00**	**No Bid**

	Add Alternate B-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

2 YEAR GRAND TOTAL	**$824,000.00**	**No Bid**
5 YEAR GRAND TOTAL	**$2,182,000.00**	**No Bid**

MASER CONSULTING P.A.

Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES			Three (3) Solid Waste Districts
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY			Two (2) recyclable districts
MC PROJECT NO. OPB-168			(commingled recyclables)
April 14, 2020			
	Proposal C-1 Solid Waste collection only (seperate Contract)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services (seperate Contract)	$298,000.00	No Bid
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	No Bid
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	No Bid
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	No Bid
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	No Bid
	5 YEAR TOTAL	**$1,589,000.00**	**No Bid**

	Add Alternate C-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

	Proposal C-2 Recycling collection only (two recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Recycling Collection Services	$73,000.00	No Bid
YEAR 2	Furnish Basic Recycling Collection Services	$75,000.00	No Bid
YEAR 3	Furnish Basic Recycling Collection Services	$82,000.00	No Bid
YEAR 4	Furnish Basic Recycling Collection Services	$85,000.00	No Bid
YEAR 5	Furnish Basic Recycling Collection Services	$90,000.00	No Bid
	5 YEAR TOTAL	**$405,000.00**	**No Bid**
	2 YEAR GRAND TOTAL	**$824,000.00**	**No Bid**
	5 YEAR GRAND TOTAL	**$2,182,000.00**	**No Bid**

MASER CONSULTING P.A.

Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES — **Two (2) Solid Waste Districts**
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY — **Two (2) recyclable districts**
MC PROJECT NO. OPB-168 — **(commingled recyclables)**
April 14, 2020

	Proposal D-1 Solid Waste collection only (seperate Contract)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services (seperate Contract)	$298,000.00	No Bid
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	No Bid
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	No Bid
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	No Bid
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	No Bid
	5 YEAR TOTAL	**$1,589,000.00**	**No Bid**

	Add Alternate D-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

	Proposal D-2 Recycling collection only (two recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Recycling Collection Services	$73,000.00	No Bid
YEAR 2	Furnish Basic Recycling Collection Services	$75,000.00	No Bid
YEAR 3	Furnish Basic Recycling Collection Services	$82,000.00	No Bid
YEAR 4	Furnish Basic Recycling Collection Services	$85,000.00	No Bid
YEAR 5	Furnish Basic Recycling Collection Services	$90,000.00	No Bid
	5 YEAR TOTAL	**$405,000.00**	**No Bid**
	2 YEAR GRAND TOTAL	**$824,000.00**	**No Bid**
	5 YEAR GRAND TOTAL	**$2,182,000.00**	**No Bid**

MASER CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

COLLECTION OF SOLID WASTE AND RECYCLABLES | **Two (2) Solid Waste Districts**
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY | **One (1) recyclable districts**
MC PROJECT NO. OPB-168 | **(seperated recyclables)**
April 14, 2020

	Proposal E (five recyclable pick ups/month)	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Basic Solid Waste Collection Services	$298,000.00	$325,950.00
	Furnish Basic Recycling Collection Services	$146,000.00	$165,843.00
	Subtotal	**$444,000.00**	**$491,793.00**
YEAR 2	Furnish Basic Solid Waste Collection Services	$306,000.00	No Bid
	Furnish Basic Recycling Collection Services	$150,000.00	No Bid
	Subtotal	**$456,000.00**	No Bid
YEAR 3	Furnish Basic Solid Waste Collection Services	$314,000.00	No Bid
	Furnish Basic Recycling Collection Services	$164,000.00	No Bid
	Subtotal	**$478,000.00**	No Bid
YEAR 4	Furnish Basic Solid Waste Collection Services	$329,000.00	No Bid
	Furnish Basic Recycling Collection Services	$170,000.00	No Bid
	Subtotal	**$499,000.00**	No Bid
YEAR 5	Furnish Basic Solid Waste Collection Services	$342,000.00	No Bid
	Furnish Basic Recycling Collection Services	$180,000.00	No Bid
	Subtotal	**$522,000.00**	No Bid
	5 YEAR TOTAL	**$2,399,000.00**	**No Bid**

	Add Alternate E-1 Bulk Waste Pick-up	SUBURBAN DISPOSAL INC	REPUBLIC SERVICES
YEAR 1	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 2	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 3	Furnish Bulk Waste Collection Services	$36,000.00	No Bid
YEAR 4	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
YEAR 5	Furnish Bulk Waste Collection Services	$40,000.00	No Bid
	5 YEAR TOTAL	**$188,000.00**	**No Bid**

2 YEAR GRAND TOTAL	**$972,000.00**	**No Bid**
5 YEAR GRAND TOTAL	**$2,587,000.00**	**No Bid**

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A NON-FAIR AND OPEN CONTRACT TO CGP&H FOR THE BOROUGH'S AFFORDABLE HOUSING REHABILITATION PROGRAM

Resolution

WHEREAS, the Borough of Oceanport petitioned the Superior Court of New Jersey for a Declaratory Judgment to determine that the Borough's proposed Housing Element and Fair Share Plan is compliant with its constitutional obligation to provide its fair share of the regional need for very-low, low-, and moderate-income housing; and

WHEREAS, the Borough's Plan has a rehabilitation component which the Borough requires the assistance of an Administrative Agent for the Borough's Affordable Housing Rehabilitation Program; and

WHEREAS, the Borough wishes to proceed by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.8; and

WHEREAS, the Borough has determined that the value of the services may exceed $17,500.00; and

WHEREAS, the anticipated term of this contract is for the period through December 31, 2020 and may be extended one (1) time for one (1) year as approved by this governing body; and

WHEREAS, the Borough's current Administrative Agent for Affordable Housing is Community Grants, Planning and Housing, LLC "CGP&H" whom has submitted a proposal dated April 15, 2020, indicating that it will administer the Borough of Oceanport's Housing Rehabilitation Program pursuant to the proposal submitted; and

WHEREAS, the Borough finds the services currently being provided by CGP&H acceptable; and

WHEREAS, CGP&H has completed and submitted a Business Entity Disclosure Certification and statement of compliance with Oceanport's Pay to Play Ordinance which certifies that CGP&H has not made any reportable contributions to a political or candidate committee in the Borough of Oceanport in the previous one year, and the contract will prohibit CGP&H from making any reportable contributions through the term of the contract; and

WHEREAS, funds are available for the stated purpose from the Borough's Affordable Housing Trust Fund pursuant with Chapter 390-8(E) "Development Fees - Use of Funds",

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, that

1. The Borough hereby approves an agreement with Community Grants, Planning and Housing, 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512 to provide services in accordance with the terms of the April 15, 2020 proposal submitted by CPG&H for Affordable Housing Rehabilitation Administration at a cost to the Borough not to exceed $19,500.00 for the project setup, general administrative services, case management and reimbursement of expenses, et. al as set forth in the proposal.
2. That the Mayor and Borough Clerk are authorized to execute any documents necessary to effectuate same.
3. Subject to the Certification of Funds by the Chief Financial Officer
4. This Resolution shall take effect immediately.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form be placed on file with said contract in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a summary of the above shall be published in an official newspaper of the Borough as required by law within 10 days of its passage.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds in the amount of $19,500 are available in Account #01-201-20-155-219 for the purposes stated herein.

Catherine D. LaPorta, CFO

Proposal for Professional Services

Housing Rehabilitation Program Services

Borough of Oceanport New Jersey

April 15, 2020

CGP&H
Community Grants, Planning & Housing
Good People. Great Results. Since 1993.
1249 South River Road, Suite 301
Cranbury, NJ 08512
(609) 642-4855 (direct line)
randy@cgph.net

HOUSING REHABILITATION PROGRAM SERVICES

Proposal for Professional Services

EXECUTIVE SUMMARY

CGP&H is a New Jersey Department of Community Affairs approved Affordable Housing Administrative Agent and we are currently providing Administrative Agent and Housing Rehabilitation Services in more than 85 municipalities throughout the State of New Jersey.

CGP&H specializes in all aspects of affordable housing, planning, affordable housing compliance, and the procurement of grants and loans for our clients. Founded in 1993, our involvement in affordable housing projects grows every year. CGP&H serves as the Administrative Agent for more than 2,500 affordable homes and has also managed the rehabilitation of more than 3,000 owner and renter occupied units. Currently, two-thirds of all the professional services that our 22-person firm provides are related to affordable housing. Please visit our company website, **CGPH.net** for additional information about our company.

Some examples of the affordable housing-related work that our team has designed and implemented include:

- **Administering Owner-Occupied and Renter-Occupied Housing Rehabilitation Programs;**
- **Designing and Implementing Innovative and Successful Market to Affordable Programs;**
- **Providing state of the art Administrative Agent Services in compliance with Uniform Housing Affordability Controls (UHAC);**
- **Expertise with Foreclosure and Enforcement Issues;**
- **Creating and Implementing Creative Affordability Assistance Programs that work;**
- **Preparing Income Eligibility Determinations;**
- **Implementing Accessory Apartment Programs;**
- **Developing fully compliant and user-friendly Affirmative Marketing Plans; and;**
- **Planning Services to create or amend existing Housing Element & Fair Share Plans.**

CGP&H can quickly create customized policy and procedure manuals for Affordable Housing administration and Housing Rehabilitation programs that are proven, comprehensive and are often disseminated by the New Jersey Department of Community Affairs or Court Masters as model manuals.

Housing Rehabilitation Services

We have overseen the rehabilitation of more than 3,000 homes in municipalities through New Jersey and Pennsylvania, currently providing housing rehabilitation services to 40 of our municipal clients and 2 county clients. CGP&H always ensures that every housing rehabilitation program is seamless and rooted in the principles of maximizing efficiencies while imparting a visible, long-term positive impact for communities. From program creation to full-case processing through completion of construction and issuance of warranties to homeowners, CGP&H offers a full-service housing rehabilitation solution second to none. Always compliant with regulatory requirements, our professionals ensure an optimal outcome every time.

Our housing rehabilitation program website, **www.hip.cgph.net** will provide useful information for both homeowners and contractors interested in participating in Oceanport's Home Improvement program. It also makes it easy for Oceanport homeowners to submit a one-page electronic preliminary application and for contractors to obtain a contractor application at their convenience. Please visit **www.hip.cgph.net** to see how our specialized website would serve Oceanport's residents. Our municipal clients choose CGP&H, and fellow planners and attorneys consistently recommend us to their clients because our programs are carefully designed to comply with all state and federal regulations, produce the most units per dollar, and result in quality construction with satisfied homeowners and renters. Other areas where CGP&H continues to shine include:

- **Creation of new or updating existing Policies and Procedures Manuals to be thorough and in full compliance of applicable federal and/or state regulations**
- **Comprehensive and extensively documented case files which municipal clients; HUD consultants, and state and federal auditors consistently praise**
- **Detailed work write-up specifications and bid documents that are second to none**
- **Progress inspections during the construction phase that increase contractor compliance**
- **Innovative, customized multi-media marketing to homeowners and contractors alike**
- **Local contractor outreach, encouraging participation from the best local contractors**
- **Successfully manage difficult contractors that prove to be sub-standard**
- **Friendly, always accessible, and bilingual staff**
- **Extensive phone support, and in person assistance whenever required**

The satisfaction rate among our applicants and quality of our case files have set the benchmark on which other rehabilitation programs are judged. In fact, on many occasions, our firm has been brought in after municipal programs were severely mismanaged by either other consultants or in-house staff, such as Bound Brook, Freehold Borough, Fairfield (Salem), New Brunswick and the City of Passaic. In every case, CGP&H turned those programs into successes, lauded by the very state and federal agencies that previously had problems with those municipal programs. Whether working with a problem situation, or in a municipality that is brand new to housing rehabilitation, or even taking over administration of a currently successful program, our approach is consistent to achieve the desired results. These reasons, coupled with our highly-experienced management and case team members are the primary reasons for the successes for each of the housing rehabilitation programs we administer throughout New Jersey for our municipal clients, as well as the housing rehabilitation programs we administer in Pennsylvania.

HOME IMPROVEMENT PROGRAMS

Sussex County
- Sparta

Passaic County
- Bloomingdale
- Little Falls
- Passaic
- Totowa

Morris County
- Montville
- Parsippany-Troy Hills

Somerset County
- Bernardsville
- Bound Brook
- Bridgewater
- Franklin
- Raritan Boro
- Watchung

Burlington County
- Beverly
- Mount Holly
- North Hanover
- Palmyra

Salem County
- Pittsgrove

Bergen County
- Mahwah
- Montvale

Essex County
- Glen Ridge
- Livingston
- Maplewood

Union County
- Cranford
- Roselle Park
- Scotch Plains

Middlesex County
- Milltown
- New Brunswick
- Old Bridge
- Sayreville
- Woodbridge

Monmouth County
- Eatontown
- Freehold Borough
- Holmdel
- Howell
- Marlboro
- Spring Lake
- Upper Freehold

Ocean County
- Manchester
- Stafford

Pennsylvania

Lehigh County
- 23 Municipalities

Montgomery County
- County Program
- Norristown Program

COMPENSATION PROPOSAL

CGP&H will provide the Borough of Oceanport with professional services for the purpose of administering the Borough's various affordable housing programs. CGP&H will only bill for services performed and the actual amount billed may be considerably less than the budgets presented in the tables below depending on the breadth of services requested by Oceanport.

A. Housing Rehabilitation Program Administrative Services	
1. Initial Program Setup	Billed hourly at blended rate of $115 per hour. Not to exceed $700 (initial contract year only).
2. Ongoing Day-to-Day Program Administration	Billed hourly at blended rate of $115 per hour. Not to exceed $1600 per contract year.
3. Direct Costs	Reimbursement for expenses. Not to exceed $150 per contract year.
Total Paid by Oceanport Borough	**Not-to-exceed $2,450.00**

A1. Initial Program Setup: this includes, but is not limited to, revisions to Policies and Procedure Manual for administration of the Municipality's Housing Rehabilitation Program, creation of corresponding program forms, and program marketing materials.

A2. Ongoing Day-to-Day Program Administration: includes, but is not limited to maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, contractor outreach, intake of new interested contractor applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research, ongoing updates to program forms as needed and all other Housing Rehabilitation administrative tasks.

A3. Direct Costs: this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.

B. Housing Rehabilitation Program Case Management	
1. Case Management	Billed hourly at blended rate of $115 per hour. Average cost of $5,900 for single-family home or first unit in a multi-family dwelling. Average cost of $1,750 per each additional unit within a multi-family dwelling.
2. Title Search Fee	$90 per property
3. Subordination Requests	$175 flat fee to process refinancing requests. **This fee is paid by the homeowner.**
Total Paid by Oceanport Borough	**Estimated not-to-exceed $6,000 assuming roughly 1 case per year is completed.**

B1. Case Management: this includes, but is not limited to, processing applications for eligibility certification and interacting with owners every step through the process; comprehensive inspection of unit to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by owner; preparing bid documents for contractors to bid; preparing owner agreements with the Municipality; contractor construction agreements, program lien documents and conducting preconstruction meeting/contract signing/loan closing; progress inspections; trouble shooting, and case close out.

B2. Title Search Fee: Per property title search fee to confirm ownership and property liens.

B3. Subordination Requests: includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

Lead Risk Assessment and Testing Services (if requested by Borough)	
1. Lead Risk Assessment and Report	Flat fee of $550 per unit (includes dust wipes and soil sample as needed)
2. Lead Clearance Testing	Flat fee of $300 per unit.
3. Direct Costs for Lead Clearance Lab Tests	Flat fee of $15 per dust wipe and soil sample

1. **Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.

2. **Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.

3. **Direct Costs for Lead Clearance Lab Tests:** Per each dust wipe and soil sampling needed for an applicable property lead clearance. Typically, no more than 9 samples per lead clearance. This price includes shipping from the lab.

Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

Circumstance	Contractor Penalty
1. Failed Final Inspection	$375 per failed inspection paid by the contractor directly to CGP&H. $250 plus additional dust wipes ($15 each) for repeat lead clearance if needed.
2. Unjustified Construction Delays	$50 per day paid by the contractor directly to CGP&H.

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

The following fees may apply to the Municipality only if the need arises:

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	Hourly per case
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 3 hours per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. Re-verification of income will be billed hourly. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 4 hours per re-verification of income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&H will not continue without additional direct written authorization from the Municipality.	Hourly, up to 3 hours per case for initial research and coordination of partnering funds
While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&H directly, CGP&H can bill up to 4 additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.	Hourly, up to 4 hours per case for warranty claims or contract disputes.
While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	Hourly, up to 4 hours per case for re-bid process and up to 4 hours per case for each additional needed loan closing and/or additional loan closing documents.

Exclusions:

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.

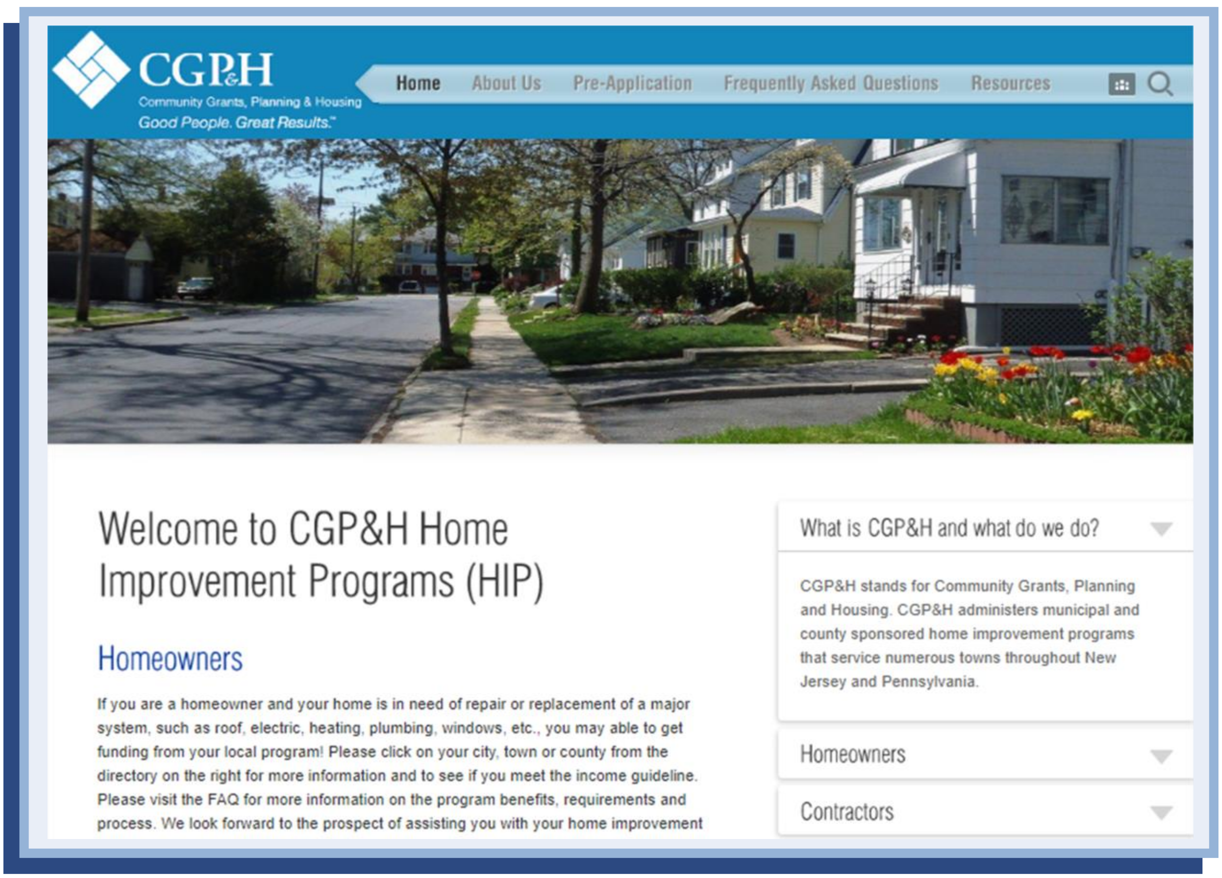
THE CGP&H APPROACH - HOUSING REHABILITATION SERVICES

Program Design and Marketing:

In coordination with the Borough of Oceanport and the Borough's staff, elected officials, its attorney and planner, CGP&H will create and/or update Oceanport's Program Policies and Procedures manual and forms to ensure effective implementation of the program that meets all State and Superior Court requirements.

CGP&H will implement a Marketing Plan to recruit interested homeowners to the Program. In consultation with Oceanport, CGP&H will employ a variety of proven free and low-cost strategies to advertise the program within the Borough which will likely include, but not be limited to advertising on the municipal website, appending announcements and/or flyers to appropriate municipal mailings, creating 11" by 17" laminated posters and complementary flyers and more detailed brochures for display and distribution at key high visibility locations. We also utilize free local cable TV advertising, if available, to establish the program's applicant pool/waiting list and expand contractor interest as well. We also use email blasts, twitter, and Facebook in cases where the municipality already provides such services to its residents. If future program marketing is needed, CGP&H will also periodically prepare press releases for a series of free advertising opportunities. We will offer to make group presentations to community organizations or to the public at large at Oceanport's municipal building, and even to local contractors to explain the program and its benefits to them. Paid newspaper advertisements will be utilized as a last resort, when deemed necessary and appropriate and is almost never necessary. The methods to be used and the order of their deployment will be analyzed to implement the most effective combination of strategies at the right time. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives. Our tried and true approach to marketing is one of the many phases of a strong rehabilitation program that differentiates us from any other provider. Outreach marketing samples are available upon request.

Each of our municipal Housing Rehabilitation Programs are also featured on our website, **www.hip.cgph.net.** This easy to navigate website allows interested homeowners and contractors to review program requirements, to learn more about the program and even to apply. It will make it easy for applicants to quickly submit a one-page electronic preliminary application and for contractors to obtain a contractor application at their convenience. Additionally, the website provides an overview of the housing rehabilitation process via a ***Frequently Asked Questions*** page, as well as ***before and after photos*** of housing rehabilitation projects and homeowner testimonials to help potential applicants visualize the program benefits. A *Resources* page provides other possible funding sources and related services, as well as house maintenance, fire safety and lead hazards information. The *Resources* page also provides links to the state Division of Consumers Affairs codes and standards, as well as home improvement contractors. Please visit **www.hip.cgph.net** to get a graphic view of how our specialized website would serve Oceanport residents.



Reporting and Required Meetings (On-Going):

CGP&H will provide the housing rehabilitation data required for annual State or Court reporting, as well as provide periodic reporting to suit the Borough's needs. Samples of program reports can be provided upon request.

Case Management:

CGP&H will administer the applicant case processing and rehabilitation of eligible homes within Oceanport. The following items are included within the scope of services that will be provided by CGP&H during the daily administration of the Borough's Housing Rehabilitation Program.

For accuracy and efficiency purposes, most of our documents are in either Microsoft Excel or Access, and our standard bid, closing, and all other program forms will be designed to cost-effectively merge with the applicant's information, so that more of our professional time can be spent on higher level matters with applicants, homeowners, and contractors, another difference between our company and others.

Application Processing:

CGP&H will process homeowner applications to ensure that homes are occupied by income eligible households at the time of application. This is accomplished by verifying applicants' income and assets and finalizing the eligibility determination of each applicant.

This process starts with an applicant either submitting an easy online preliminary application to CGP&H or CGP&H pre-qualifying interested households by phone, whichever is the applicant's preference, and then placing them in the program's waiting list/applicant pool. The preliminary application process serves a dual benefit of not wasting the applicants' nor the program's time if the household does not meet several basic eligibility criteria. Once a household is prequalified, formal application invitations will be mailed or emailed per the applicant's preference, while program openings are currently available. Upon receipt of a completed application, we assign a case number to protect the applicant's confidentially, set up a case file, and assign a case manager to guide the applicant through the process. All case files are kept securely in locked file cabinets.

Since applications are rarely complete at the initial application submission, we work with each household as applications are received to help them through the eligibility certification process. We have three bilingual staff members to assist those in need of either Spanish translation or Hindi language services. For communities that have a significant Spanish-speaking population, our promotional materials will also be made available in Spanish as part of our basic services.

To ensure the utmost accuracy of an applicant's income qualification, our case managers are trained in DCA (COAH) and HUD income determination methods. Our proven HUD- and DCA/Court-compliant systems for verifying income includes an additional step we call "peer review" where a second case manager reviews the income calculation methodology and all the supporting documents before the case is sent over to our program manager for formal review and approval of the case findings. Once a qualified applicant is approved in writing for program participation via a certificate of eligibility, the case manager then coordinates the comprehensive property inspection with the homeowner and our licensed CGP&H program inspector.

Initial Inspections & Bid Specifications:

Once an applicant is approved for program participation, the Program coordinates for the approved homeowner to complete a pre-inspection questionnaire. The questionnaire prepares the homeowner as well as assists the inspector identify any reasons, such as hoarding or active private repairs, which would postpone or prevent a successful inspection. Upon receipt and review of the completed questionnaire with no indicators to prevent the inspection, the Program Inspector will schedule the house inspection. The CGP&H inspector will then conduct a comprehensive property inspection to identify building, electrical, and plumbing code violations, and health and safety conditions requiring repair or replacement. To expedite our inspection services during our highly productive periods, CGP&H may subcontract with a qualified licensed home inspector to assist with inspection services under the guidance of our Chief Inspector.

Our inspector will become familiar with Oceanport's local ordinances, to ensure that each dwelling unit will have specifications prepared to bring each unit up to state code and/or local ordinance, whichever is stricter. Upon arrival at the residence, the assigned CGP&H inspector will reinforce previous communications with the homeowner that the intent of the program is to bring homes into compliance with local and state building code standards. At this meeting with the homeowner(s), our inspector will also discuss eligible and ineligible improvements indicated in the initial inspection.

The CGP&H program inspector will prepare the detailed work write-up specifications and cost estimates for each property that specify each work task line item by line item. CGP&H will then incorporate that into a bid package for each project which includes other critical program specific documentation designed to protect the Borough and to fully explain the program's requirements and expectations to all prospective contractors. Bid packages circulated to bidding contractors do not include any cost estimates. Upon request, we would be happy and proud to provide sample cost estimates and a complete bid package, including a work write-up of an actual case file that would be within the price range of the Program's anticipated per-property rehabilitation cost.

CGP&H inspectors take an extensive number of property photos throughout the entire case process including before and after photos, and progress inspection photos. The photos not only serve to document case progress but are a wonderful tool to assist in preventing and/or resolving any contractual disputes. At the completion of every case, these photos are compiled onto a CD and placed in the permanent case file for the Borough's future reference as well.

Lead-Based Paint Testing & Inspections:

We have found that our thorough understanding of the lead-based paint regulations as they relate to various state and federal funding sources and having our own in-house lead inspector provides tremendous benefits and efficiencies to our clients. A delicate balance must be accomplished when a home with substantial rehabilitation needs also has lead paint hazards present. The risk posed to the family by lead paint hazards must be weighed carefully against the home's rehabilitation needs to arrive at a safe and healthy living environment that is fully compliant with the various funding sources that might be involved in the home's rehabilitation.

To ensure we provide the most time effective coverage for case processing, we also have a strong seamless working relationship with Mandell Lead Inspectors, Inc. staffed with qualified lead inspectors. We have this relationship to leverage their lead risk assessment services when it is more feasible for case processing sake at those times when Rick Panizzi is focusing on the program's comprehensive inspections, progress inspections and lead clearances.

Rick Panizzi, as the Chief Inspector, currently oversees and reviews all of Mandell Lead Inspectors, Inc. lead risk assessments that are done on behalf of CGP&H. Prior to beginning this successful relationship in early 2015, Rick ensured that Mandell's final products fully conform with our report format and exacting program requirements and we have been very pleased with their consistently fine work and timeliness. Rick Panizzi then incorporates the findings into each case's work specifications. This relationship has produced exceptional results time and again.

Bidding:

Prior to bid solicitation, the homeowner is required to review the work write-up that was created for their home(s) by the CGP&H Inspector who performed that work. The purpose of this review process is to provide homeowners with a thorough understanding of the proposed/recommended scope of work, to address any questions they may have and to obtain their written approval of the work write-up to avoid future participant-initiated change order requests. Additionally, during this phase the homeowner also reviews the list of contractors and can add or delete any contractor from this list prior to sending out bid notices to contractors. This step serves two important purposes. First, reviewing potential contractors with the homeowner and inviting them to add or delete to the contractor list makes the homeowner an integral part of the contractor selection process. Secondly, it often helps us build up our list of local contractors that can be added to the program's ongoing contractor list (once they become pre-qualified).

CGP&H's staff will notify contractors of the Borough's program requirements, including procedures that impact bidding, contract award, preconstruction, work write-ups and contractor payments. CGP&H inspectors are also available via telephone over an extended day (earlier and later than normal business hours, to be convenient to both homeowners and contractors), to answer the many questions that arise. Currently, many participating contractors already receive their bid documents via email, which is both convenient and effective for the contractor.

CGP&H staff always conducts a thorough contractor vetting process, reviewing and confirming each contractor's qualifications prior to awarding a job to ensure the contractor meets all the program contractor requirements including but not limited to proper licenses, certifications, insurance and reference checks. The contractor list is updated regularly to ensure these documents are kept current. We also have probation and termination procedures for those occasions when warranted. This vetting process is just another reason why our company can boast such a small number of contractor disputes occurring during the construction period.

Construction Phase:

CGP&H coordinates the selection of the contractor with the homeowner. CGP&H will then prepare all necessary agreements and loan documents related to the Housing Rehabilitation Program which will be executed at a Pre-Construction Conference to be attended by the CGP&H inspector (to preside over the closing and perform notary functions), the contractor and the homeowner. CGP&H case managers are responsible for creating all lien documents and facilitating the recording of mortgages and modifications to mortgages.

The Municipal Construction Office will receive a copy of the work write up from the case manager following the Pre-Construction Conference. Construction officials can then reference the work write-up when the contractor applies for building permits. This gives the Borough's construction inspection department full insight and a cross reference to help determine which permits are required.

CGP&H inspectors will usually perform at least one interim payment inspection and one final payment inspection during the construction phase to monitor compliance with program requirements, and to control and carefully document contract change orders, progress inspections and payments, scheduling and completion of the final inspection and case record completion.

CGP&H will generate progress inspection reports for contractor payments. Typically, CGP&H will prepare progress (50%), completion (40%), and retention (10%) payment documents supported by applicable inspections and warranties, as required. Tracking contractor payments is a critical element of a successful housing rehabilitation program. The customized Progress Inspection Report that CGP&H has created for these programs clearly indicates the line items that are included in a particular contractor payment. In the case of a partial payment, the percentage of completion is also included. We have noticed that the Progress Inspection Report form we have been using since 2001 has successfully eliminated any confusion of the value of the work that is eligible for payment following a partial payment inspection.

CGP&H is very proud to report that we help to keep homeowner and contractor disputes to a minimum. We accomplish the prevention of typical homeowner/contractor disputes by the quality and clarity of our work specifications, combined with our processes that include a detailed Pre-Construction meeting with the homeowner and contractor both present, with our inspector reviewing all work items line by line, clarifying any homeowner or contractor questions, and reviewing program rules and responsibilities of both parties to one another. In addition, prevention of disputes is facilitated by tight construction controls and the inspector's monitoring throughout the entire rehabilitation process, addressing potential problems before they escalate. However, there will still be occasional disputes with the contractor that is selected by the homeowner and then approved by us. Sometimes it is the homeowner that is not satisfied with certain aspects of the contractor's job performance, cleanliness, timeliness, manners, work product, etc., and sometimes it is CGP&H's inspectors who are not satisfied with the actual quality of the contractor's work. If the contractor ever initiates a dispute, it is generally due to either refusal by the homeowner or inspector to make payment, or very occasionally due to lack of access or poor treatment of workers by a program participant. In any circumstance, our highly trained, patient, and skilled inspectors and management team will intervene when required to quickly resolve the matter in a way that is fair to all parties, respectful, and fact based. In addition, there has never been a finding against either CGP&H or against one of our municipal clients throughout all these years and cases. CGP&H always maintains our high standards, even during delicate and difficult occasions when disputes arise.

Case Close-Out:

The case close-out phase begins with the contractor providing a signed Release of Liens to the homeowner as well as all applicable material and equipment warranties. That is followed by the filing of the approved municipal permits, receipt of all certificates of approval(s) and the approval of the final payment, all to be placed in the case file. The case manager then sends 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 homeowner for program participation, encouraging him/her to recommend the program to other households in the community.

CGP&H establishes and maintains complete files on each assisted home to verify eligibility and to document the bidding, legal documents and completion of rehabilitation activities. Completed case files are transferred to Oceanport and organized in a user-friendly manner for the Borough's permanent records and future reference if ever needed. We are also very proud that CGP&H has consistently received accolades from our municipal clients, state and federal representatives alike for our detailed, complete and well-organized case files. Upon request, we are happy to provide sample case files for review.

REFERENCES

Below are references for typical municipalities where we currently provide housing rehabilitation services.

Jonathan Capp, Business Administrator
Township of Marlboro
1979 Township Drive
Marlboro, NJ 07102-5408
Telephone: (732) 536-0200 x1207
Email: jcapp@marlboro-nj.gov
Services: Administrative agent for 209 ownership units and administer the Township's Home Improvement (housing rehabilitation) Program
Duration: Since 2014

Denise Callery, Municipal Housing Liaison
Township of Holmdel
4 Crawfords Corner Road
Holmdel, NJ 08724
Telephone: (732) 946-2820
Email: dcallery@holmdeltownship-nj.com
Services: Administrative Agent for 150 ownership homes and administering the Township's Home Improvement (housing rehabilitation) Program.
Duration: Since 2005

Martin Lynch, Assessor
Township of Manchester
One Colonial Drive
Manchester, NJ 08759
Telephone: (732) 657-8121 x3801
Email: mlynch@manchestertwp.com
Services: Housing Rehabilitation Services, administrative agent and affordable housing services.
Duration: Since 2015

KNOWLEDGE OF AFFORDABLE HOUSING REGULATIONS

There is no Administrative Agent in the state of New Jersey with more knowledge of New Jersey Affordable Housing regulations than CGP&H. Our president, Randall Gottesman, has been practicing both before and during COAH's coming into existence in the mid-1980s, and ever since, has dedicated much of his career towards being expert in all the requirements, its implications to municipalities, and how to most cost effectively help our clients comply with all of the rules and regulations. In fact, in 2006, CGP&H was so highly recognized for its expertise in this area, that it was awarded a competitive contract to make a companion guide to the *Uniform Housing Affordability Controls* (UHAC), which CGP&H prepared for the state, and was ultimately entitled, "Understanding UHAC." Thirteen years later, "Understanding UHAC" is still considered a valuable reference tool for those in the industry. In addition, to stay current, CGP&H regularly attends training and educational workshops, and Randall Gottesman, is a founding member of a professional association called, "Affordable Housing Professionals of New Jersey", and has served on its Board since its inception in 2006, having served three of those years as its President. As the current co-chair of that organization's Policy Committee, Mr. Gottesman continues to remain on the cutting edge of knowledge with regard to COAH compliance matters, legislative and legal matters and current events and issues. CGP&H remains committed to continuing its pursuit of full knowledge in this arena to always represent our clients to the best of our abilities.

Randy Gottesman has been on the AHPNJ Education Committee for many years, and has helped conceptualize, review and edit virtually all the curriculum created for AHPNJ's certification program over the years

Our staff has completed the following affordable housing training programs offered by the state of New Jersey:

- Module I
- Module II – Records Management
- Module III – Ethics
- Module IV – Qualifying Households
- CTM Project/Unit Monitoring
- CTM Affordable Housing Trust Fund Monitoring

Our staff has also completed all of the training programs offered to date by the Affordable Housing Professionals of New Jersey (AHPNJ):

- Introduction to Affordable Housing for NJ Municipalities
- Fair Housing
- Qualifying for Affordable Housing: Program Distinctions
- Ethics for Affordable Housing for Affordable Housing
- Community Placement of Affordable Housing Units
- Records Management

Among many others in the company, Vice President Corinne Markulin who will oversee the day-to-day operations of the housing rehabilitation program has completed the Affordable Housing Professionals of New Jersey Certification program.

Randall Gottesman, PP
President of CGP&H

39 years of experience in:

- *Affordable Housing Planning & Administration*
- *Housing Rehabilitation Administration*
- *Grant Writing*
- *HOME, CDBG, NSP, and various other HUD Grant Management & Reporting*
- *Master Planning, Redevelopment Planning and Re-Examination Reports*

Education:

- *MCRP Rutgers University 1981*
- *BA Psychology and Social Welfare, Ohio Wesleyan University*

Associations & Licenses:

- *Affordable Housing Professionals of NJ (AHPNJ), 2006 Founding Member and President 2010-2012*
- *American Planning Association, New Jersey Chapter since 1981*
- *Licensed New Jersey Professional Planner since 1983*

Randall Gottesman, *President of CGP&H* is recognized throughout the state for his professional accomplishments. Mr. Gottesman's skills and track record in Affordable Housing administration, planning and implementation of municipally based programs are among the best in the industry. He has written many Operating Manuals and Affirmative Marketing Plans for his clients, and is experienced in every aspect of affordable housing administration. Mr. Gottesman co-authored a supplementary manual to the State's Uniform Housing Affordability Controls, called "Understanding UHAC." That manual is still a major reference document for many Municipal Housing Liaisons, Administrative Agents and others throughout the state.

During his career, Mr. Gottesman has also been involved in the development of numerous affordable housing projects, the securing of more than $270 million in state and federal grant funding, and the writing and implementation of more than 200 professional planning documents. Prior to forming CGP&H in 1993, he spent 10 years with a central New Jersey consulting firm where he was responsible for supervising all planning, grant and affordable housing operations. His first three years of experiences after graduate school included Senior Planner positions in Newark and Hoboken, New Jersey.

Mr. Gottesman received his Master's Degree in City and Regional Planning in 1981. He is also a licensed Professional Planner since 1984 (License # 3016). A hallmark of CGP&H's commitment to quality is Mr. Gottesman's involvement in all projects from conception to completion. He cost-effectively provides the benefits of his experience and a team approach to all assignments.

Mr. Gottesman has served on a local community bank's Community Reinvestment Advisory Board. Mr. Gottesman is a member of the American Planning Association, its New Jersey Chapter, and has been a highly active member on its Affordable Housing Committee. He is also a member of the National Low Income Housing Coalition, New Jersey Planning Officials, and the Housing and Community Development Network of New Jersey. In addition, in 2006, Mr. Gottesman worked with other affordable housing professionals to form the Affordable Housing Professionals of New Jersey. This non-profit organization is dedicated to improving statewide the education, ethics, and efficiencies of affordable housing professionals. Mr. Gottesman recently completed three one-year terms as its President and currently remains an active member of the Board. He is also regularly asked to speak at seminars concerning his specialties in affordable housing and grant writing. During his children's formative years, Mr. Gottesman completed three terms on the East Windsor Regional School District, having served two terms as its president.

Corinne Markulin,
Vice President

23 years of experience in:

- *Housing Rehabilitation Program administration and management*
- *CDBG, HOME, COAH Regional Contribution Agreement fund programs*
- *Federal Home Loan Bank's Affordable Housing Program*

Education:

- *Mercer County Community College Associates Degree in General Business*

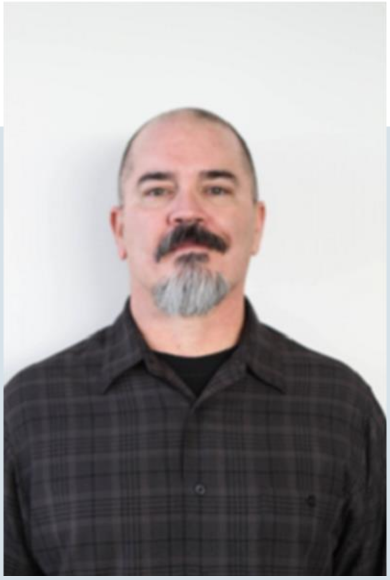
Certifications & Training:

- *Affordable Housing Professionals of NJ (AHPNJ) Certification*
- *HUD Workshops & Online Webinars*
- *Lead Compliance workshops*
- *Certified EPA Lead Renovator*
- *Certified Dust Wipe Sampling*

Corinne Markulin, *Vice President* for all CGP&H housing rehabilitation programs. Besides her college education, she has over thirty years of administrative and management experience including over twenty years specifically dedicated in housing program administration and management. Ms. Markulin has completed training in a variety of housing rehabilitation, affordable housing and lead compliance activities including being certified as both an EPA Lead Renovator and Dust Wipe Lead Sampling Technician.

Ms. Markulin has been with CGP&H since 1997 and has provided supervision, technical assistance and hands-on administrative services for over 35 housing programs including complex programs which have multiple funding sources, including CDBG, HOME Investment Partnership Program, Federal Home Loan Bank's Affordable Housing Program, COAH Regional Contribution Agreement funds and locally funded government programs. Many of the programs are repeat clients that we have served in multi-year and even decade long program renewals. Ms. Markulin's attention to detail, commitment to all affordable housing issues, and professional experience has led her to become an expert in providing administrative agent services, as well as administering all COAH-related programs and projects.

From Ms. Markulin's extensive background in housing administration, she has written programs' policies and procedure manuals. Among her other duties and responsibilities, she has created and presented affordable housing and home improvement presentations to homeowners; created and conducted contractor orientations; and has vast experience in the marketing of housing programs. In the past, Ms. Markulin has developed and implemented accessory housing programs, write down buy down programs as well as also developed procedures for implementing cost-certifications of sale, rental, resale and rerental projects, affirmative marketing plans and supervised the implementation of those projects. She is certified by the Affordable Housing Professionals of New Jersey.



Richard Panizzi, Jr.
Chief Housing Inspector

38 years of experience in:

- *Construction, renovation, and inspection industry*

Current Licenses:

- *NJ Licensed Building Inspector (ICS) since 1994*
- *PA Certified Residential Building Inspector*
- *NJ & PA Certified Lead Inspector / Risk Assessor*
- *International Code Council Member*

Certifications & Training:

- *NJ Home Inspector License*
- *NJ Inspector of Hotels & Multiple Dwellings*
- *NJ Fire Official*
- *NJ Commercial Pesticide Applicator*
- *NJ Radon measurement Technician*

Richard Panizzi, *Chief Housing Inspector* has been working for CGP&H since 2008. He has been a New Jersey Licensed Building Inspector (ICS) since 1994 and is also a Pennsylvania Certified Residential Building Inspector. Mr. Panizzi is also a certified Lead Inspector/Risk Assessor in New Jersey and Pennsylvania. He has also previously held the following licenses and certifications; New Jersey Home Inspector License, N.J. Inspector of Hotels & Multiple Dwellings, N.J. Certified Fire Official, N.J. Certified Commercial Pesticide Applicator, N.J. Certified Radon Measurement Technician, International Code Council Certification as a Residential Building Inspector. Mr. Panizzi is also a member of the International Code Council.

Mr. Panizzi has worked in the construction, renovation and inspection industry since 1981. He has operated his own home improvement company and was a jobsite supervisor for an insurance restoration company.

In his role as a Building Inspector/Cost Estimator, Mr. Panizzi is responsible for comprehensive initial site inspections for housing rehabilitation programs to determine existing interior and exterior code violations and other housing rehabilitation needs; preparing work specifications and cost estimates, developing project specific scopes of work that maximize the use of public funds while always successfully conforming to all program rules and funding limits, reviewing bids, presiding over construction and loan agreement closings, and ongoing construction monitoring. In addition, he conducts lead risk assessments, lead inspections, and lead clearances testing.

Prior to construction, Mr. Panizzi meets with the homeowner and contractor to review the terms of their construction agreement and to witness the signing of program documents. In fact, as an extra convenience, Mr. Panizzi is a licensed notary in both New Jersey and Pennsylvania. Like all of our inspectors, during construction, Mr. Panizzi meets regularly with homeowners and contractors to inspect the construction work and for processing of contractor payments. He prides himself on his technical knowledge and his willingness to share his experience and expertise with others.

John Burton, Chief Operating Officer, is responsible for ongoing business operations at CGP&H and for leading the administrative support team providing logistical support for all departments at CGP&H. In addition, he provides Salesforce system administration and database management. He has many years of experience working mainly in the non-profit sector. John holds a Bachelor's degree from the University of California at Berkeley and is currently pursuing a Master of Public Administration (MPA) degree through Penn State's World Campus where he has already earned Graduate Certificates in Public Budgeting and Financial Management and in Public Sector Human Resources Management

Ximena Calle, Administrative Agent Manager, has been with CGP&H since 2004. During that time, she has developed a deep understanding of the State's affordable housing regulations. Ms. Calle came to us with more than 8 years administrative experience in New Jersey as well as in her native Ecuador. She supervises the case management staff and oversees administrative agent projects including maintaining waiting lists, income certifying buyers and renters of affordable units, and liaising with landlords and developers. She also provides verbal and written translation services to Spanish-speaking homebuyers and sellers as needed. Ms. Calle is certified by the Affordable Housing Professionals of New Jersey.

Mary Alice Goss, Case Manager, has been with CGP&H since 1999, coming to us with more than 12 years of prior supervisory experience with non-profits as well as a successful enterprise in international business to her role as Affordable Housing Case Manager. For the past 19 years, Mary Alice has been responsible for managing housing rehabilitation cases from application through construction in programs including but not limited to Lehigh County, Norristown, the City of Passaic, Maplewood Township, Freehold Borough, and New Brunswick. She is also expert in recertifying existing tenants. Additionally, she is certified by the Affordable Housing Professionals of New Jersey.

David Landri, Case Manager, came to CGP&H with over 10 years of combined experience in case management and income certification in the fields of mental health, disaster recovery, and nonprofit social service assistance. He holds a Bachelor's degree in Psychology from Monmouth University and Mr. Landri spent three years providing case management for New Jersey Hurricane Sandy recovery programs, working directly with applicants through the eligibility determination process, developing comprehensive recovery plans, and supporting clients through the completion of residential construction projects. Mr. Landri joined CGP&H in 2016 and manages applicant pools, contractor records, and case files from application intake, through pre-construction to case completion. Additionally, he is certified by the Affordable Housing Professionals of New Jersey.

Jeff Fette, Program Inspector, Mr. Fette has is an experienced inspector with over 30 years of experience in the fields of construction and municipal code enforcement. He is a New Jersey licensed Construction Official, Building Subcode Official, Building Inspector (HHS), Fire Protection Inspector (ICS), Inspector of Hotels & Multiple Dwellings, and Mechanical Inspector (1 & 2 Family). Mr. Fette has served over 8 years as the Construction Official for Montvale Borough with full responsibility for a staff of eight including hiring, training, department budgeting and overseeing all construction activity in the borough. His experience includes zoning permit review, engineering reviews, field inspections, issuance of penalties, stop work orders, and certificates of occupancy. Mr. Fette's Construction official experience dates back to the year 2000 as he served as Construction Official for the Township of Frankford. Outside of municipal government, Mr. Fette has decades of experience in home inspections and property development.

Stephanie Rubin, Administrative Assistant, provides administrative support to all staff at CGP&H. She graduated from the University of Delaware with a degree in Fine Arts and has extensive experience in graphic design, logistics and general office administration.

RESOLUTION OF THE PLANNING BOARD OF THE BOROUGH OF OCEANPORT IN THE COUNTY OF MONMOUTH, NEW JERSEY RECOMMENDING THAT ALL OR A PORTION OF CERTAIN PROPERTIES 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 BE DESIGNATED AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

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

WHEREAS, on February 6, 2020, the Borough Council (the "**Borough Council**") of the Borough of Oceanport, in the County of Monmouth, New Jersey (the "**Borough**"), adopted Resolution No. 2020-56, directing the Borough Planning Board (the "**Planning Board**") to examine whether all or a portion of certain properties 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 as currently designated on the tax maps of the Borough (collectively, the "**Study Area**"), meets the criteria set forth in the Redevelopment Law for redevelopment area designation and to make a recommendation as to whether such Study Area should be designated 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**") conducted a preliminary investigation of the Study Area to determine whether the Study Area should be designated an area in need of redevelopment, and prepared a preliminary investigation report of the above-referenced Study Area in accordance with the Redevelopment Law, entitled, "Area in Need of Redevelopment Study for a Portion of the Former Fort Monmouth Properties in the Borough of Oceanport, New Jersey" dated May 2019, as supplemented by a report entitled, "March 2020 Addendum to Area in Need of Redevelopment Study for a Portion of the Former Fort Monmouth Properties in the Borough of Oceanport, New Jersey Dated May 2019" dated March 2020 (together, the "**Study**"); and

WHEREAS, the Study sets forth the basis for the investigation of the Study Area and a map depicting the Study Area, and concludes that the Study Area qualifies as an area in need of redevelopment pursuant to the Redevelopment Law, for the reasons set forth in the Study; and

WHEREAS, the Redevelopment Law requires the Planning Board to conduct a public hearing prior to making its determination whether the Study Area should be designated as an area in need of redevelopment, at which hearing the Planning Board shall hear all persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment; and

WHEREAS, on April 28, 2020, the Planning Board reviewed the Study, heard testimony from representatives of the Planning Consultant, conducted a public hearing during which members of the general public, including all persons who were interested in or would be affected by a determination that the Study Area is an area in need of redevelopment, were heard and received written or oral objections, if any, and made same a part of the public record; and

WHEREAS, the Planning Consultant concluded in the Study and testified to the Planning Board on April 28, 2020 that the Study Area satisfies the criterion for redevelopment area designation set forth in the Redevelopment Law; and

WHEREAS, after careful consideration of all evidence presented and all testimony offered,

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE BOROUGH OF OCEANPORT AS FOLLOWS:

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

Section 2. The Study, and the findings of fact and conclusions contained therein, are hereby incorporated herein by reference in their entirety. The Planning Board Secretary is hereby directed to transmit a copy of the Study and this resolution to the Borough Council.

Section 3. After consideration of all evidence presented and all testimony offered, the Planning Board accepts and adopts the recommendation contained in the Study, and hereby recommends to the Borough Council that the Study Area be declared a non-condemnation area in need of redevelopment in accordance with the Redevelopment Law, for the reasons set forth in the Study.

Section 4. This resolution shall take effect immediately.

Offered by: Mr. Whitson

Seconded by: Ms. Cooper

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	(✓)	( )	( )	( )	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	(✓)	( )	( )	( )	( )
Tvrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	(✓)	( )	( )	( )	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	( )	( )	( )	( )	(✓)
Rue (Alt. 2)	( )	( )	( )	(✓)	( )

I hereby certify that the foregoing Resolution was adopted by the Planning Board of the Borough of Oceanport at its meeting of April 28, 2020.

Jeanne Smith, Secretary

MARCH 2020 ADDENDUM TO AREA IN NEED OF REDEVELOPMENT STUDY FOR A PORTION OF THE FORMER FORT MONMOUTH PROPERTIES IN THE BOROUGH OF OCEANPORT, NEW JERSEY DATED MAY 2019

Prepared on behalf of Fort Monmouth Economic Revitalization Authority

For submission to the Borough of Oceanport Planning Board

By PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC | Planning & Real Estate Consultants

March 2020

MARCH 2020 ADDENDUM TO
Area in Need of Redevelopment Study for a Portion of the Former Fort Monmouth Properties In the Borough of Oceanport, New Jersey dated May 2019

Submitted to:
The Borough of Oceanport Planning Board
315 East Main Street
Oceanport, NJ 07757

Prepared on behalf of:
Fort Monmouth Economic Revitalization Authority
502 Brewer Ave
Oceanport, NJ 07703

Prepared by:
Phillips Preiss Grygiel Leheny Hughes LLC
33-41 Newark Street
Third Floor, Suite D
Hoboken, NJ 07030

March 2020

The original copy of this document was signed and sealed in accordance with N.J.S.A. 45:14 A-1 et seq. and N.J.A.C. 13-41-1.3(b)

Paul A. Phillips, AICP, PP
New Jersey Professional Planner License #3046

Elizabeth C. Leheny, AICP, PP
New Jersey Professional Planner License #6133

TABLE OF CONTENTS

1. INTRODUCTION

The foregoing report is an addendum to the "Area in Need of Redevelopment Study for a Portion of the Former Fort Monmouth Properties In the Borough of Oceanport, New Jersey," dated May 2019, prepared by this office ("AINR Study"). The original AINR Study was conducted from 2018 to early 2019 in order to determine whether a portion of Block 110, Lots 1 & 4 located in the Borough of Oceanport meets the requirements for designation as an "area in need of redevelopment" as established under N.J.S.A. 40A:12A (the Local Redevelopment and Housing Law, or LRHL) and N.J.A.C. 19:31C-3.25. The area considered in the AINR Study ("Study Area") was formerly part of Fort Monmouth, which closed in September 2011 as result of the Base Realignment and Closure Act (BRAC), and now conveyed to the Fort Monmouth Economic Revitalization Authority (FMERA). This addendum describes the changes to building and site conditions within the Study Area since May 2019, and further discusses the impact of these changes to conclusions of the AINR Study.

In preparation of the addendum, our office conducted physical inspection of the Study Area on February 27, 2020. The photographs from the site visit are attached hereto in the appendix to document the physical changes to buildings and structures that had occurred since the AINR Study was originally conducted. Further, because environmental remediation of properties within the former Fort has been on-going, our office acquired from FMERA updates regarding the condition of known contamination, investigations, and response actions within the Study Area since May 2019.

The following section of this addendum describes in detail the changes that had occurred within the Study Area since May 2019; Section 3 evaluate the impact of these changes to the determination of the Study Area as an area in need of redevelopment provided in the AINR Study; and Section 4 sets forth the conclusion of the addendum. As discussed in detail in the foregoing sections, the changes do not substantially negate the conclusions of the AINR Study to recommend the designation of the Study Area in its entirety as an area in need of redevelopment.

2. CHANGES IN STUDY AREA SINCE AINR STUDY

2.1 Modifications to Building Conditions

Section 2.1 of the May 2019 AINR Study had provided a description of the “Site Characteristics and Locational Context” of the Study Area. While this section had noted that the Study Area contains 24 buildings, since the time of the AINR Study, 3 buildings within the Squier Hall Parcel have been demolished due to obsolescence and poor prospects for retenanting (see Table A). All three buildings started demolition work on October 29, 2019 and subsequently finished, including loading out and cleanup, on November 18, 2019. There are now 21 extant buildings within the Study Area (see Table B).

Table A: Study Area Buildings Demolished Since May 2019 AINR Study

Building Number	Description	Gross Area (sf)	Year Built
145	Storage General Purpose	905	1941
284	Cable Hut	357	1940
288	Administrative General Purpose	15,038	1941

Table B: Summary of Extant Former Fort Monmouth Buildings in Oceanport as of March 2020

<table>
<tr><th></th><th>Building Number</th><th>Description</th><th>Gross Area (sf)</th><th>Year Built</th></tr>
<tr><td rowspan="8">Squier Hall Parcel</td><td rowspan="2">283</td><td>Squier Hall – Administrative General Purpose</td><td>73,994</td><td>1935</td></tr>
<tr><td>Squier Hall – Auditorium</td><td>2,544</td><td>1935</td></tr>
<tr><td>291</td><td>Administrative General Purpose</td><td>12,006</td><td>1966</td></tr>
<tr><td rowspan="2">292</td><td>Storage General Purpose</td><td>13,440</td><td>1944</td></tr>
<tr><td>Administrative General Purpose</td><td>17,600</td><td>1944</td></tr>
<tr><td>293</td><td>Lab/Testing General Purpose</td><td>4,217</td><td>1943</td></tr>
<tr><td>295</td><td>Administrative General Purpose</td><td>9,000</td><td>1969</td></tr>
<tr><td>296</td><td>Administrative General Purpose</td><td>5,996</td><td>1970</td></tr>
<tr><td rowspan="13">McAfee Center Parcel</td><td rowspan="2">600</td><td>McAfee Center – SCIF</td><td>44,492</td><td>1997</td></tr>
<tr><td>McAfee Center – Communication Equipment</td><td>45,000</td><td>1997</td></tr>
<tr><td>601</td><td>Warehouse</td><td>16,000</td><td>1997</td></tr>
<tr><td>602</td><td>Storage Building</td><td>6,000</td><td>1997</td></tr>
<tr><td>603</td><td>Storage and Office</td><td>11,009</td><td>2006</td></tr>
<tr><td>604</td><td>Warehouse Storage</td><td>2,500</td><td>2007</td></tr>
<tr><td>616</td><td>CO HQ Building</td><td>1,520</td><td>1967</td></tr>
<tr><td>620</td><td>CO HQ Building</td><td>1,520</td><td>1967</td></tr>
<tr><td>671</td><td>CIDC Field Operations Building</td><td>3,020</td><td>1967</td></tr>
<tr><td>675</td><td>Administrative General Purpose</td><td>2,892</td><td>1941</td></tr>
<tr><td>676</td><td>Administrative General Purpose</td><td>3,663</td><td>1941</td></tr>
<tr><td>677</td><td>Administrative General Purpose</td><td>2,592</td><td>1941</td></tr>
<tr><td>678</td><td>Administrative General Purpose</td><td>1,520</td><td>1967</td></tr>
<tr><td rowspan="3">Tech Campus South Parcel</td><td>563</td><td>Administrative General Purpose</td><td>8,894</td><td>1941</td></tr>
<tr><td>699</td><td>Automobile Service Station</td><td>1,769</td><td>1953</td></tr>
<tr><td>702</td><td>Lane Hall – Community/Conference Center</td><td>12,100</td><td>1983</td></tr>
</table>

Other physical changes within the Study Area include the removal of the gas station area canopy and gas tanks in April 2019 on the site of Building #699 Automobile Service Station; the main building remains unchanged. Additionally, Building #283 Squier Hall has been undergoing redevelopment since September 2019 in accordance with the Purchase and Sale & Redevelopment Agreement with KKF University Enterprises, LLC, adopted September 25, 2018. As of March 2020, the interior of Squier Hall has been gutted to remove asbestos and other contaminants. The changes to building conditions within the Study Area are illustrated further by the photographs in the appendix.

It should be also noted that Building #563, which was noted as temporarily occupied with office use in the AINR Study, has since been completely vacated. Currently, all buildings are vacant except for Building #602, which is being used as cold storage for equipment and tools by Chenega Healthcare Systems, the on-call property management and maintenance company under contract with FMERA.

2.2 Updates to Environmental Remediation Efforts

Section 2.3 of the AINR Study had described the known and potential environmental concerns within the Study Area. Since the time that the May 2019 AINR Study was prepared, FMERA has provided updates and additional information regarding the remediation efforts as follows:

- FTMM-54 (Building #296): The NJDEP issued an “Unrestricted Use” No Further Action (“NFA”) determination in a letter dated May 22, 2017 for USTs, site soils, and groundwater.

- FTMM-55 (Former #Building 290): The NJDEP issued an “Unrestricted Use” NFA determination in a letter dated November 29, 2016 for USTs, site soils, and groundwater.

- FTMM-61 (Building #283): The NJDEP issued an “Unrestricted Use” NFA determination in a letter dated May 4, 2017 for the UST, site soils, and groundwater.

- ECP Parcel 49 (Squier Hall Parcel): PCBs and PAHs were detected in surface soils found outside of and adjacent to Building #283 above their respective NJDEP standards. A Time Critical Removal Action (TCRA) was performed for soils to address the PCB and PAH contaminants. The Army’s decision to undertake a removal action and completion of the TCRA was documented in the “Action Memorandum for Building 283 Squier Hall, Fort Monmouth, Oceanport, Monmouth County, New Jersey, Parsons, June 12, 2017”. Said report was submitted to NJDEP seeking concurrence with the Army’s NFA determination. NJDEP subsequently issued an NFA letter, dated June 15, 2017, for the site restoration work. PAHs were detected in surface soils outside of and adjacent to Buildings #291, #292, #293 and #296 above their respective soil remediation standards. The Army’s decision to undertake a second removal action and completion of the TCRA was documented in the “Action Memorandum for the Western Portion of Parcel 49, Fort

Monmouth, Oceanport, Monmouth County, New Jersey, Parsons, May 17, 2018." Said report was submitted to NJDEP seeking concurrence with the Army's NFA determination. NJDEP subsequently issued an NFA letter, dated October 30, 2018, for the referenced site remediation work.

- ECP Parcel 105 (Squier Hall Parcel): The former pistol range consisted of a firing line and a target berm, with firing occurring from east to west. The NJDEP concurred with the Army's 1995 recommendation that no further action was needed for AOC-3 (i.e. ECP Parcel 105). However, the berm area of the former outdoor pistol range was never investigated. As a result, the Army made a decision in 2017 to perform an investigation to determine if lead was present in the soil at the location of the former berm. The findings of the investigation revealed lead was not detected in any of the soil samples above the NJDEP's Residential Direct Contact Soil Remediation Standard of 400 mg/kg. Furthermore, lead was not detected above the NJDEP's Impact to Groundwater Soil Screening Level of 90 mg/kg. Referenced site investigation was documented in a letter report titled "Site Investigation Report for Parcel 105, (Former Pistol Range), Fort Monmouth, Monmouth County, Oceanport, New Jersey" dated February 23, 2018. Said letter report was submitted to NJDEP seeking concurrence with the Army's NFA determination. NJDEP subsequently issued a NFA letter, dated May 21, 2018, for the referenced site remediation work.

- ECP Parcel 52 (Tech Campus South Parcel): encompasses active IRP site FTMM-53 (Building 699). As mentioned previously, the building included numerous USTs, which have all been removed. Concurrent with the removal of site USTs, the Army installed two 10,000-gallon aboveground storage tanks (ASTs) which stored various grades of gasoline. Prior to post closure on September 15, 2011, the gas station located at parcel 52 was closed for business. Since post closure, both ASTs, associated piping, fuel dispensing islands and the canopy have been removed from the site. Remediation efforts have been ongoing since 1989. At present, there are localized impacts to soil and groundwater from five volatile organic compounds. The Army's selected remedy at this time is monitored natural attenuation. Under this approach, it may take between 5 to 10 years to achieve final compliance.

- ECP Parcel 53 (Tech Campus South Parcel): The NFA determination referenced in the AINR was issued on March 23, 2018.

- ECP Parcel 96 (Tech Campus South Parcel): encompasses active IRP site FTMM-68 (former Building 565/700). Field studies to fully characterize contaminants of concern are complete. As an interim remedial action, the Army has performed two rounds of chemical of injections in the source area to reduce PCE concentrations found in groundwater. The first round of chemical injections took place in August and September of 2018 and the second round was executed in March of 2019. The Army also excavated additional contaminated soils in December of 2018. Parsons, under contract to the U.S. Army Corp. of Engineers, has completed a draft remedial investigation/feasibility study (RI/FS) report for carve-out Parcel 96. The RI/FS report is currently being circulated for internal Army review.

3. IMPACT TO CONCLUSIONS OF AINR STUDY

Based on the conditions of the building and overall site at the time of the investigation, the AINR Study recommended the designation of the Study Area in its entirety as an area in need of redevelopment pursuant to criteria “b”, “c”, and “d” in the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-5). The AINR Study summarizes its evaluation of the Study Area as follows:

> The facilities within Fort Monmouth generally and those within the Study Area specifically were built for mostly utilitarian purposes on an “as needed” basis to meet the discrete needs of a specialized user. The use of the buildings has been largely discontinued…and the majority of the facilities vacated. R&D facilities like Building 293 (CECOM Battery Test Facility) and Building 600 (MacAfee Center) were constructed and outfitted for specialized use by the military such that they are unlikely to have much appeal in the private marketplace. The office spaces…all exhibit outdated layouts and design contrary to today’s market trends. The storage facilities…and the recreational hall (Building 702) also suffer from functional obsolescence. Because of the age of the buildings, much of the utility and mechanical infrastructure are inefficient and not up to the standards of modern building codes. Physical improvement and modernization of the buildings and/or infrastructure pose a challenge from both a market and cost standpoint. The majority of the improvements have reached the end of their useful life and the prospects for re-tenanting are poor or nonexistent. Some of the facilities and lands, in particular the landfills, will also have to undergo environmental remediation.

The changes that have occurred since the time the AINR Study was conducted – including the demolition of 4 structures, vacancy of Building #563, the interior remediation to Squier Hall, and other environmental remediation efforts – do not affect the conclusions of the study. These changes do not fundamentally change the characteristics of the Study Area in regards to long-term discontinuance of use and vacancy; obsolescence in function, design, and layout; physical dilapidation; low prospects of retenanting the remaining buildings in today’s market without redevelopment; and low likelihood of development of the landfills through private capital due to their remoteness, lack of access, and contamination of soil. Rather, the demolition and remediation activities were prompted by public health and safety concerns related to the buildings and sites stemming from these characteristics. The extent of these changes, however, have no substantial bearing on the condition of the Study Area as a whole, nor the need to redevelop the Study Area as a whole in order to effectuate the goals and purposes of the Fort Monmouth Reuse and Redevelopment Plan, its amendments, and the Fort Monmouth Land Use Rules. The updated table of “Application of Area in Need of Redevelopment Criteria” is as follows:

Table C: Application of Area in Need of Redevelopment Criteria as of March 2020

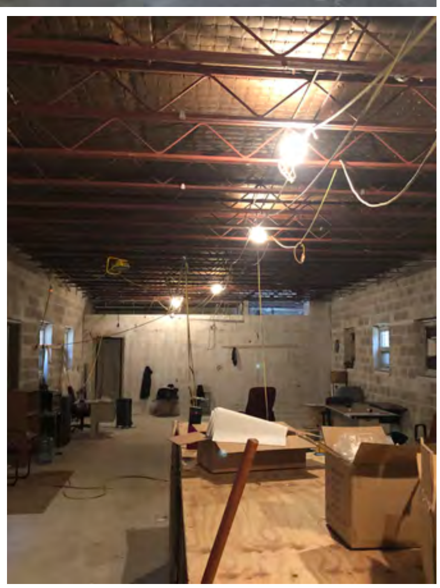
	Site Number	Applicable Statutory Criteria
Squier Hall Parcel	283	“b,” “d”
	291	“b,” “d”
	292	“b,” “d”
	293	“b,” “d”
	295	“b,” “d”
	296	“b,” “d”
	M-08	“c”
	M-18	“c”
McAfee Center Parcel	600	“b,” “d”
	601	“b,” “d”
	602	“b,” “d”
	603	“b,” “d”
	604	“b,” “d”
	616	“b,” “d”
	620	“b,” “d”
	671	“b,” “d”
	675	“b,” “d”
	676	“b,” “d”
	677	“b,” “d”
	678	“b,” “d”
Tech Campus South Parcel	563	“d”
	699	“b,” “d”
	702	“d”

4. CONCLUSION

The foregoing addendum addressed changes that had occurred within the area investigated in the "Area in Need of Redevelopment Study for a Portion of the Former Fort Monmouth Properties In the Borough of Oceanport, New Jersey," dated May 2019, and the impact of those changes on the conclusions of the study. Based on the analysis provided herein, the changes do not substantially negate the study's evaluations of the referenced area in accordance with criteria set forth in the Local Redevelopment and Housing Law at N.J.S.A. 40:12A-5(b), (c), and (d).

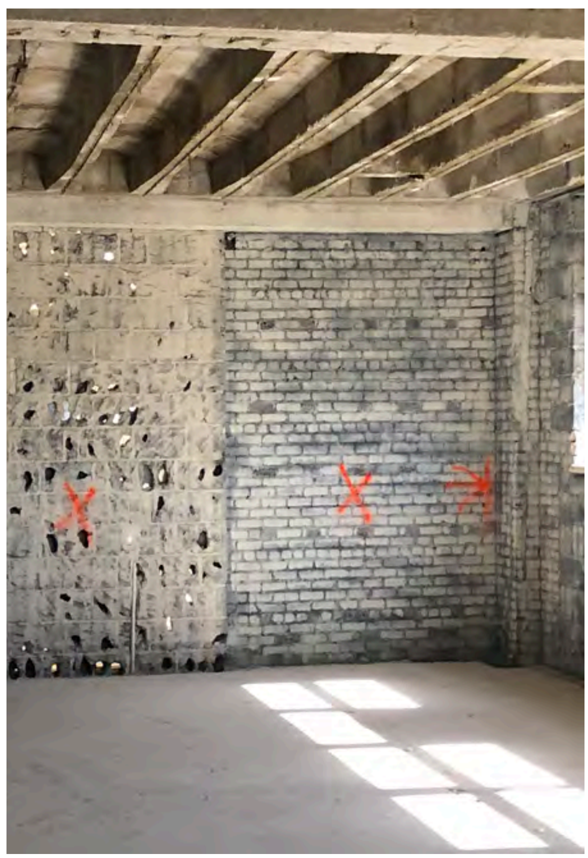
APPENDIX: PHOTOGRAPHS OF CHANGES TO BUILDING CONDITIONS WITHIN STUDY AREA

Building 283 | Squier Hall (Undergoing Interior Remediation)



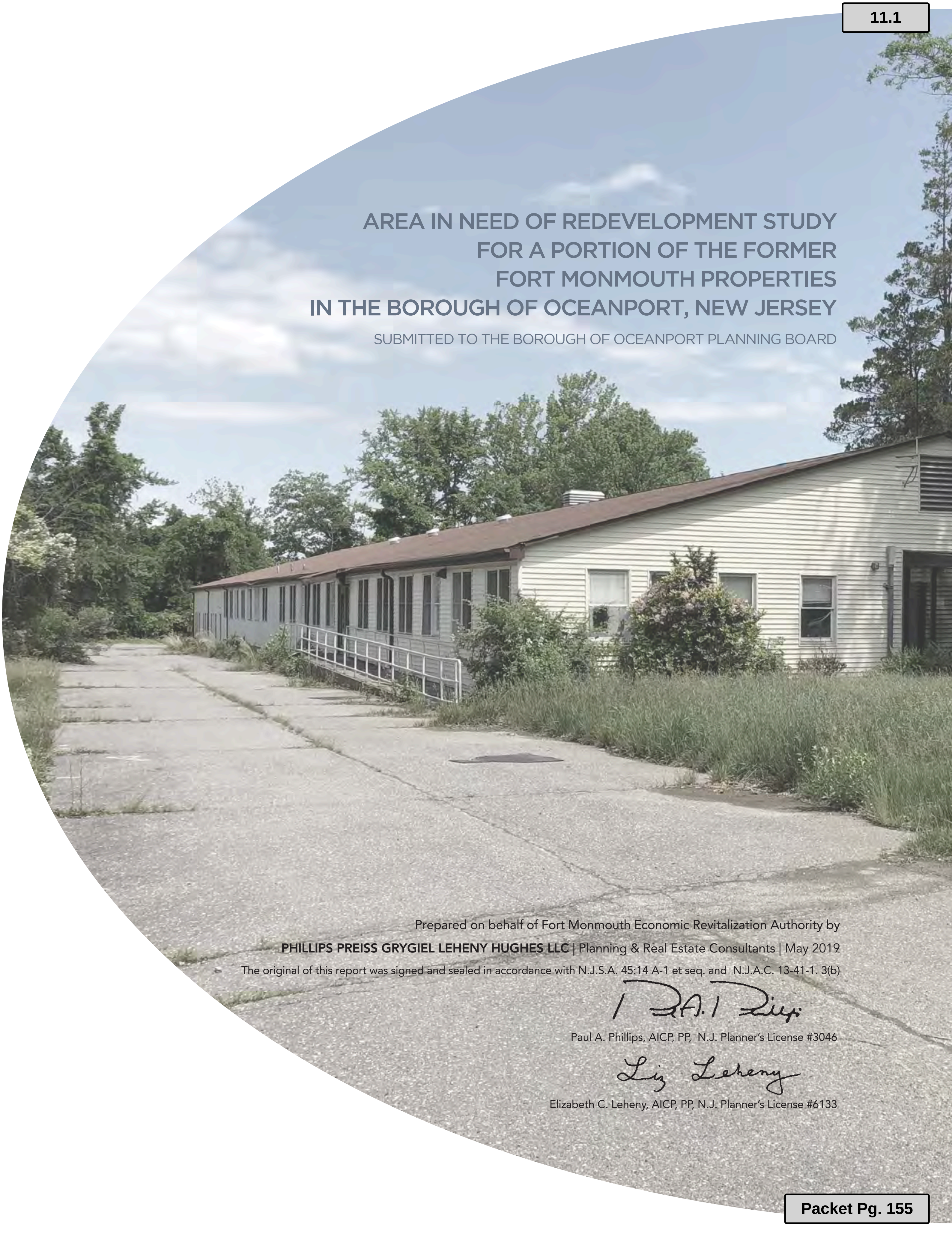
Building 283 | Squier Hall (Undergoing Interior Remediation)

Building 283 | Squier Hall (Undergoing Interior Remediation)



Building 699 | Automobile Service Station (Canopy and Gas Tanks Removed)

Sites of Former Buildings 145, 284, and 288 (Buildings Demolished)



AREA IN NEED OF REDEVELOPMENT STUDY FOR A PORTION OF THE FORMER FORT MONMOUTH PROPERTIES IN THE BOROUGH OF OCEANPORT, NEW JERSEY

SUBMITTED TO THE BOROUGH OF OCEANPORT PLANNING BOARD

Prepared on behalf of Fort Monmouth Economic Revitalization Authority by

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC | Planning & Real Estate Consultants | May 2019

The original of this report was signed and sealed in accordance with N.J.S.A. 45:14 A-1 et seq. and N.J.A.C. 13-41-1. 3(b)

Paul A. Phillips, AICP, PP, N.J. Planner's License #3046

Elizabeth C. Leheny, AICP, PP, N.J. Planner's License #6133

Area in Need of Redevelopment Study for a Portion of the Former Fort Monmouth Properties In the Borough of Oceanport, New Jersey

Submitted to:
The Borough of Oceanport Planning Board
315 East Main Street
Oceanport, NJ 07757

Prepared on behalf of:
Fort Monmouth Economic Revitalization Authority
502 Brewer Ave
Oceanport, NJ 07703

Prepared by:
Phillips Preiss Grygiel Leheny Hughes LLC
33-41 Newark Street
Third Floor, Suite D
Hoboken, NJ 07030

May 2019

The original copy of this document was signed and sealed in accordance with N.J.S.A. 45:14 A-1 et seq. and N.J.A.C. 13-41-1.3(b)

Paul A. Phillips, AICP, PP
New Jersey Professional Planner License #3046

Elizabeth C. Leheny, AICP, PP
New Jersey Professional Planner License #6133

TABLE OF CONTENTS

1. INTRODUCTION

This study was conducted to determine whether an area located in the Borough of Oceanport meets the requirements for designation as an “area in need of redevelopment” as established under N.J.S.A. 40A:12A (the Local Redevelopment and Housing Law, or LRHL) and N.J.A.C. 19:31C-3.25. The subject area was formerly part of Fort Monmouth, which closed in September 2011 as a result of the federal Base Realignment and Closure Act (BRAC). Subsequently, the Army conveyed the former Fort to the Fort Monmouth Economic Revitalization Authority (FMERA) in two phases, in June 2014 and November 2016. This study was authorized by and prepared on behalf of FMERA for submittal to the Borough of Oceanport Planning Board.

The area subject to the study consists of three parcels: the Squier Hall Parcel, the McAfee Center Parcel, and the Tech Campus South Parcel. They constitute a portion of Block 110 Lot 1 and Block 110 Lot 4 on the official tax maps of the Borough of Oceanport. The three parcels are together referred to herein as the “Study Area.”

In preparation of the study, we reviewed the following records and documents:

- *Fort Monmouth Reuse and Redevelopment Plan* prepared by EDAW, Inc. (2008)
- Fort Monmouth Land Use Rules, N.J.A.C. 19:31C-3.1 et seq.
- Master Plan for the Borough of Oceanport
- Zoning Ordinance and Map of the Borough of Oceanport
- *Existing Conditions Technical Memoranda* prepared by EDAW, Inc. (September 2007)
- *Fort Monmouth Building Assessments* prepared by Matrix Design Group (November 2010)
- *U.S. Army BRAC 2005 Site Investigation Report* prepared by Cabrera Services, Inc. (July 2008)
- *Technical Reference to Fort Monmouth Reuse and Redevelopment Plans, Chapter 7: Historic Resources* (2008)
- *Smart Growth Study: Evaluation of the Impact of Fort Monmouth on the Host Communities of Eatontown, Little Silver, Oceanport, Shrewsbury and Tinton Falls* prepared by Jeffrey Donohoe Associates LLC (July 2005)
- *Rethinking Fort Monmouth: Prospects and Opportunities* prepared by Division of Labor Market and Demographic Research, New Jersey Department of Labor and Workforce Development (2008)
- Maps of the property prepared by the Fort Monmouth DPW Master Planning Branch GIO
- Letter entitled “Department of the Army, License Amendments, Control Nos. 579114 and 579115” from the United States Nuclear Regulatory Commission to Steven C. Hart, Director, Directorate for Safety, Department of the Army, US Army Communications-Electronics Command, dated October 10, 2012
- Letter entitled “Aberdeen Proving Ground, MD 21005-1850,” from the Jenny Goodman, Supervisor, Industrial Section Radioactive Materials Program, New Jersey Department of

Environmental Protection, to Steven Hart, Director, CECOM Directorate for Safety, dated November 15, 2012

- Memorandum entitled “Squire Hall Parcel” from Joe Fallon, Senior Environmental Officer, to Bruce Steadman, Executive Director, an dRick Harrison, Director-Facilities Planning, dated February 19, 2016
- Memorandum entitled “Environmental Carve-Out Sites Found at the McAfee Center Parcel” from Joseph Fallon, Senior Environmental Officer, to Sarah Giberson, Senior Marketing & Development Officer, dated December 7, 2018

In addition to the above, we physically inspected the various buildings/structures and grounds with representatives of FMERA. This analysis included both exterior and interior inspections of existing buildings. Further, we had discussions with representatives of FMERA to obtain information on the historical use of the fort property, and specific buildings thereon, as well as to gain knowledge regarding the potential for reuse of said facilities from both a physical and market perspective.

The remainder of this report is divided into six chapters. Chapter 2 provides a description of the Study Area and its locational context. Chapter 3 provides an analysis of the applicable zoning and master plan designations within the study area. Chapter 4 discusses the criteria specified at N.J.S.A. 40A:12A-5 for “area in need of redevelopment” designation. Chapter 5 applies these criteria to the study area to determine whether or not an area in need of redevelopment determination is warranted. Chapter 6 summarizes the overall conclusion of the report. The Appendix provides photographic images of the study area.

2. DESCRIPTION OF THE STUDY AREA AND LOCATIONAL CONTEXT

2.1 Site Characteristics and Locational Context

The Study Area under consideration for redevelopment area designation is a portion of the Oceanport Reuse Area, i.e., that section of the former Fort Monmouth in the Borough of Oceanport. The Study Area is bounded generally by Parkers Creek to the north, Brewer Avenue to the south, Irwin Avenue to the east, and the municipal boundary line between Oceanport and Eatontown to the west. The Squier Hall Parcel is the northernmost parcel within the Study Area, located along Sherrill Avenue. The McAfee Center Parcel is located immediately south of the Squier Hall Parcel, south of Sherrill Avenue and north of Saltzman Avenue. The Tech Campus South Parcel is the southernmost parcel in the Study Area, located south of Saltzman Avenue. The location of the Study Area is shown in Figure 1.

The Study Area encompasses a total of ±63.3 acres and consists of a portion of Block 110 Lot 1 and a portion of Block 110 Lot 4 on the official tax maps of the Borough of Oceanport (see Figure 2). The Squier Hall Parcel is ±28.31 acres, containing the 7.2-acre M-08 Landfill, the 4.1-acre M-18 Landfill, and 17 acres of mostly improved land with 9 buildings. The MacAfee Parcel is ±23.76 acres and contains 12 buildings. The Tech Campus South Parcel is ±23.48 acres and contains 3 buildings.

The Study Area currently contains 24 buildings of the following types: administration/research, development, test and evaluation (Admin/RDT&E); commercial; public works/supply/utilities/storage; and recreation/community facilities. Some of the buildings are small and were used primarily for storage, maintenance and utilities, while others are much larger and were used for highly specialized office and laboratory operations. There is approximately ±320,000 square feet of floor area in total. All of the buildings are presently vacant except for Building 563 which is currently occupied with office uses[1]. A summary of the use, square footage and age of the various buildings is provided in Table 1. A map detailing the extant land uses within the Study Area is provided as Figure 3.

[1] The tenancy of Building 563 is temporary, and the building is expected to be vacated by the end of the first quarter of 2019.

Table 1: Summary of Extant Former Fort Monmouth Buildings in Oceanport

	Building Number	Description	Gross Area (sf)	Year Built
Squier Hall Parcel	145	Storage General Purpose	905	1941
	283	Squier Hall – Administrative General Purpose	73,994	1935
		Squier Hall – Auditorium	2,544	1935
	284	Cable Hut	357	1940
	288	Administrative General Purpose	15,038	1941
	291	Administrative General Purpose	12,006	1966
	292	Storage General Purpose	13,440	1944
		Administrative General Purpose	17,600	1944
	293	Lab/Testing General Purpose	4,217	1943
	295	Administrative General Purpose	9,000	1969
	296	Administrative General Purpose	5,996	1970
McAfee Center Parcel	600	McAfee Center – SCIF	44,492	1997
		McAfee Center – Communication Equipment	45,000	1997
	601	Warehouse	16,000	1997
	602	Storage Building	6,000	1997
	603	Storage and Office	11,009	2006
	604	Warehouse Storage	2,500	2007
	616	CO HQ Building	1,520	1967
	620	CO HQ Building	1,520	1967
	671	CIDC Field Operations Building	3,020	1967
	675	Administrative General Purpose	2,892	1941
	676	Administrative General Purpose	3,663	1941
	677	Administrative General Purpose	2,592	1941
	678	Administrative General Purpose	1,520	1967
Tech Campus South Parcel	563	Administrative General Purpose	8,894	1941
	699	Automobile Service Station	1,769	1953
	702	Lane Hall – Community/Conference Center	12,100	1983

Figure 1: Location | Area in Need of Redevelopment Study for Former Fort Monmouth Properties | Oceanport, New Jersey

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC | MAY 2019

Source: Imagery from Google Maps 2019

Figure 2: Aerial | Area in Need of Redevelopment Study for Former Fort Monmouth Properties | Oceanport, New Jersey
PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC | MAY 2019
Source: Parcel information and boundaries provided by FMERA; Aerial imagery from Google Maps 2019

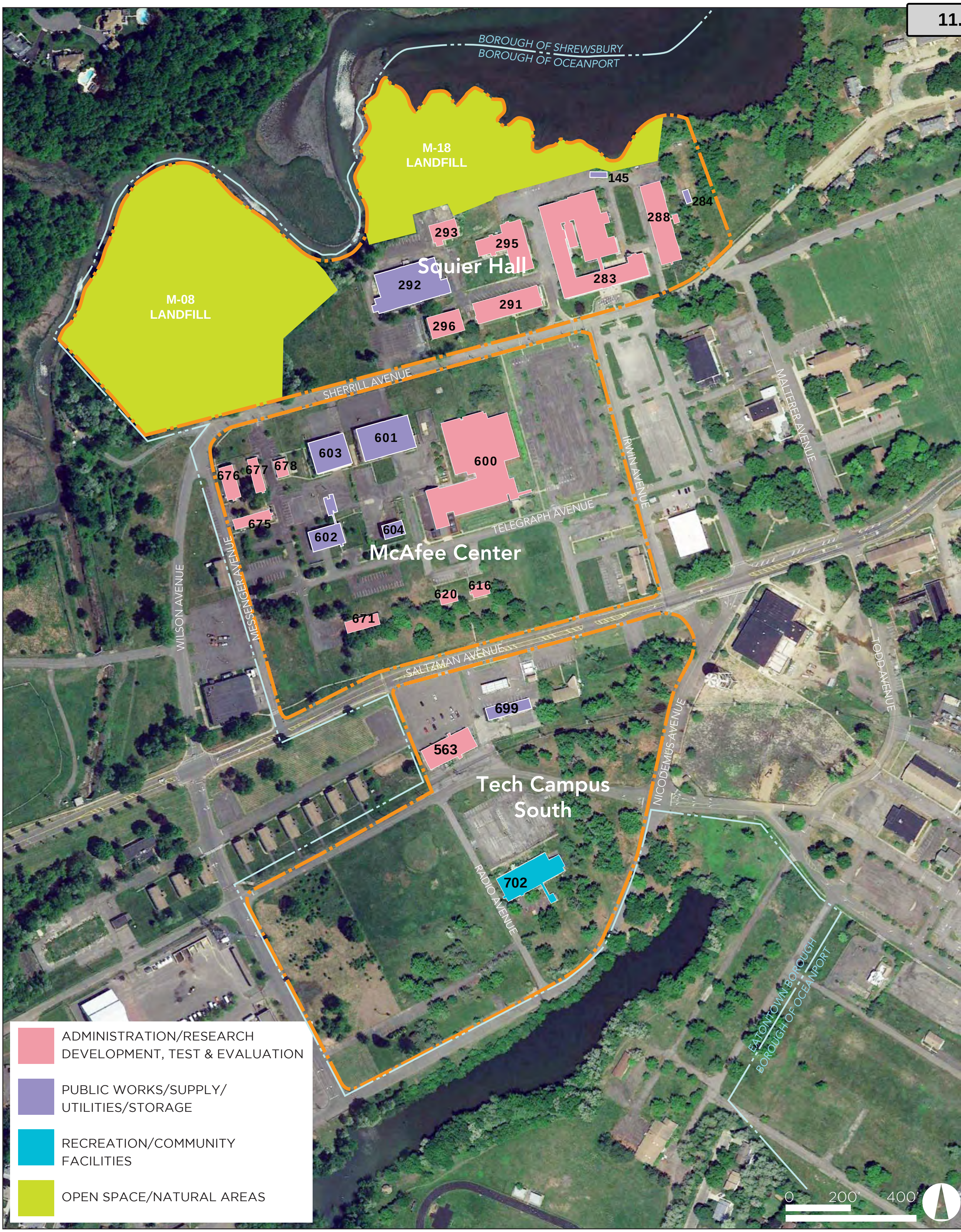


Figure 3: Former Land Use | Area in Need of Redevelopment Study for Former Fort Monmouth Properties | Oceanport, New Jersey

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC | MAY 2019

Source: Building information provided by FMERA; Aerial imagery from Google Maps 2019

2.2 Site History

Fort Monmouth was established at this location in 1917. The original name of the fort was Camp Little Silver, and later Camp Vail. It was initially established as a temporary facility for training troops in anticipation of the United States' entry into World War I. However, it was granted permanent status in 1925 and was renamed Fort Monmouth.

Fort Monmouth was the historic home of the U.S. Army Signal Corps. Signal Corps training activities were consolidated at Fort Monmouth following World War I, and during World War II, these training activities were expanded and Fort Monmouth served as the Eastern Signal Corps Training Center. During a major reorganization of the Army in 1962, the Signal Corps assumed responsibility for the electronics research and development and the command title was changed to ECOM (Electronics Command). At the time of its closure in 2011, the primary mission of Fort Monmouth was to provide command, administrative, and logistical support for Headquarters, United States Army, Communications-Electronics Command (CECOM). CECOM was a major subordinate command of the United States Army Material Command (AMC). Fort Monmouth served as the center for the development of the Army's Command and Control, Communications, Computers, Intelligence, Sensors and Reconnaissance (C4ISR) systems.

The Fort also contained facilities for the families of service members including residences, theaters, and bowling alleys. As a result, various specialized facilities are located throughout the fort generally and in Oceanport particularly. Additional activities that occurred on the Fort included the performance of research, development, procurement, and production of electronic material for use by the United States Armed Forces. Other missions included the provision of administrative training and logistical and related support necessary to transition selected reserve component units into the active force structure in the event of a natural emergency.

2.3 Known Contamination on the Property

Various hazardous substances and contamination from R&D as well as support activities conducted on-site have been identified on the Fort Monmouth property. The known and potential environmental concerns within the Study Area are described in detail below:

Active and closed historical hazardous substance and/or waste sites

Research and development activities and associated support activities that occurred at Fort Monmouth during its more than 80 years of operation generated a number of wastes, some of which were disposed of on-site. In response, the Department of Defense developed the Installation Restoration Program (IRP) to comply with federal guidelines for managing and controlling past waste disposal actions. As of the time of this report, four active IRP sites are identified in the Study Area:

- FTMM-08 (M-8 Landfill): 7.2 acres. Reported materials in the landfill include construction debris, scrap metal, ACM, soot/boiler scale, oil spill debris, oil filters, unwashed hazardous waste containers, incinerator ash, photographic chemicals, WWTP slude, batteries, florescent tubes, and electronic components. The Army gained approval for a Record of Decision (ROD) from the NJDEP in 2017. The Army has proposed to remedy site soils by placing 2 feet of certified clean soil across the entire surface area of the landfill. Site groundwater would be remedied through Monitored Natural Attenuation (MNA) along with the filing of a Classification Exception Area (CEA) report.

- FTMM-18 (M-18 Former Training Area and Contaminated Fill Area): 4.1 acres. Spills from diesel and gasoline generators and military vehicles have occurred on the site. Waste material, primarily construction debris, is also buried on site. The Army gained approval for a Record of Decision (ROD) from the NJDEP in 2017. The Army has proposed to remedy site soils by placing 2 feet of certified clean soil across the entire surface area of the landfill. Site groundwater would be remedied through Monitored Natural Attenuation (MNA) along with the filing of a Classification Exception Area (CEA) report.
- FTMM-53 (Building 699): Former service station with underground storage tanks, which were replaced by aboveground storage tanks in 2007. Cleanup efforts started in 1989 with the installation of a treatment system using light non-aqueous phase liquid (LNAPL) recovery wells. The fuel station closed in 2011. With the approval of the NJDEP, the treatment system was shut down by the Army in 2013. Remediation for remaining soil and groundwater contamination is on-going.
- FTMM-68 (Former Building 565/700): Former Building 565 served asa dry-cleaning operation that used tetra-chloroethene (PCE) as the primary solvent. The building was demolished in 2001 and Building 700 was constructed in 2006 in its place to serve as a recruitment center. The former dry-cleaning facility housed a UST, which was removed in 2011. Building 700 has since been demolished, but remediation of soil and groundwater contamination is on-going.

Within the Study Area, there are also six No Further Action (NFA) sites where investigation and/or response actions are complete:

- FTMM-07 (M-7 Burning Area): Former incinerator found at Building 697 was used to burn classified documents. Dismantled in 1993 and deemed NFA by the NJDEP in 1994.
- FTMM-19 (AOC-3 Former Sanitary Treatment Plant): The plant was taken offline in 1975 and all sanitary waste was diverted to the Northeast Monmouth County Regional Sewerage Authority. The sludge and liquid supernatant were removed, and the facility was cleaned and disinfected in 1981. The treatment plant was demolished in 1983 and deemed NFA by the NJDEP in 1996.
- FTMM-47 (Former PCB Transformer Sites): Polychlorinated biphenyls (PCB) transformers located at Buildings 292 and 686. PCB in a soil sample collected at Building 292 was detected above its respective NJDEP residential soil remediation standard. The Army has since delineated the PCB detection at Building 292 and received an “Unrestricted Use” NFA determination from the NJDEP in a letter dated January 7, 2019. PCB in the soil sample collected at Building 686 was detected below the residential standard, and an NFA determination was issued.

- FTMM-54 (Building 296): Former fuel distribution facility with underground storage tanks. The fuel distribution system was the source of contamination and was removed in 1993. NJDEP issued NJFA letter for USTs in 2003, site soils in 2007, and site groundwater in 2015.
- FTMM-55 (Former Building 290): Former Motor Pool. UST tanks were removed in 1994 and received NFA designation from the NJDEP in 2003. Contaminated soil was removed in 1997 and received NFA designation from the NJDEP in 2007. NJDEP additionally issued a letter in 2014 approving the suspension of groundwater sampling. The building has since been demolished.
- FTMM-61 (Building 283): Gasoline underground storage tank. UST was removed in 1997 and 400 cubic yards of contaminated soil was excavated and disposed of. The NJDEP issued NFA letters for the UST and site soils in 2003. The NJDEP also approved the suspension of groundwater sampling in 2016.

In addition to sites actively investigated under the IRP, the US Army identified additional environmental concerns which were investigated under its Environmental Condition of Property (ECP) studies. ECP parcels include former coal storage areas, areas where vapor intrusion may occur in buildings, former printing/photo processing operations, former painting/surface coating operations, medical/dental/veterinary services operations, and maintenance shops. Notably, many IRP sites are encompassed within ECP parcels. Following the closure of the Fort, The Army has continued to work with the FMERA to provide updates to ECP investigations and institute remedial work. Figure 4 shows the ECP environmental carve-out parcels identified within the Study Area as of 2015.

Notably, all three environmental carve-out sites within the McAfee Center parcel have since been deemed NFA by the NJDEP – P51-G12 in March 2017; P51-UST 616 in December 2016; and P102D in December 2017. Within the Squier Hall Parcel, the Army deemed Parcel 50 to require no further action, and the NJDEP concurred with this assessment in January 2013. The Army also removed ten USTs which contained #2 heating oil from Buildings 283, 288, 290 (now demolished), 291, 292, 293, 295, and 296, all of which have received NFA determinations from the NJDEP. The remaining environmental carve-out sites in the Squier Hall and Tech Campus South parcels where remediation efforts are ongoing are as follows:

- Parcel 49 (Squire Hall Parcel): Approximately 15 acres in size and encompasses Buildings 283, 288, 291, 292, 293, 295, and 296. A number of chemicals have been detected in surface soils and groundwater at above NJDEP standards. Based upon ongoing discussion with Army staff, it is the Army’s intention to delineate all contaminant of concerns, assess the risk to human health and the environment posed by the contaminants of concern, and to take all necessary actions based upon the findings of the risk assessment.
- Parcel 105 (Squier Hall Parcel): Former outdoor firing range. The Army has agreed to perform an environmental investigation.
- Parcel 52 (Tech Campus South Parcel): encompasses active IRP site FTMM-53 (Building 699). As mentioned previously, the building contained numerous USTs, which have all been removed. However, ASTs, associated piping, and the dispensing islands currently remain in place.

Remediation efforts have been ongoing since 1989. At present, there are localized impacts to soil and groundwater from five volatile organic compounds. The Army's selected remedy at this time is monitored natural attenuation. Under this approach, it may take between 5 to 10 years to achieve final compliance.

- Parcel 53 (Tech Campus South Parcel): NJDEP issued NFA determination for PAH chemicals that had been detected on the site. However, five pesticides have also been detected at above their respective NJDEP standards. It should be noted that pesticides are not recognized as a hazardous substance discharge to the environment because they were property applied in accordance with the manufacturers' recommendations and in accordance with the Comprehensive Environmental Response Compensation Liability Act (CERCLA).
- Parcel 96 (Tech Campus South Parcel): encompasses active IRP site FTMM-68 (former Building 565/700). Field studies are still ongoing in order to complete full characterization of the site. As an interim remedial action, the Army has performed one round of chemical of injections in the source area to reduce PCE concentrations found in groundwater. The first round of chemical injections took place in August and September of 2018. The Army also plans to excavate additional contaminated soils in December of 2018. Beyond 2018, the Army plans to perform three additional rounds of chemical injections and complete a remedial investigation/feasibility study (RI/FS) report for carve-out Parcel 96.

FMERA and the Army continue to monitor environmental remediation efforts within the former Fort area. Prospective reuse or redevelopment within these carve-out sites and active IRP sites may trigger any or all of the following: further sampling/analysis for additional contaminants; reassessing remedies that are currently in place that are not protective for the long term if land use changes; or requiring institutional controls.

Petroleum hydrocarbon releases

Heating oil, diesel, gasoline, and used oils were stored, used, or generated throughout Fort Monmouth. Petroleum products were typically stored in aboveground storage tanks (ASTs) or underground storage tanks (USTs) located in buildings throughout Fort Monmouth. Leaks and spills from ASTs and USTs have been identified in the past, including at Buildings 699, 296, 290, and 283 within the Study Area.

Potential Radiological Contamination

A few facilities at Fort Monmouth had previously been identified as having potential radiological contamination as a result of historical R&D activities conducted on-site. Within the Study Area, buildings identified by the U.S. Army as potentially impacted from historical use of radioactive material (RAM) include Buildings 283 and 292. Following closer investigation, these site received "Unrestricted Use" determination from both the US Nuclear Regulatory Commission (NRC) and the NJDEP in 2012.

Underground utilities, building drains, and sewers with potential releases

Throughout Fort Monmouth, it is likely that there are several underground utilities that are no longer in use and have been abandoned in place. Leaks from the sanitary sewer lines leading from the buildings to the Sewage Treatment Plants formerly operated on-site are potential sources of contamination to underlying soil and groundwater. Additionally, it is possible that industrial-type waste generated during R&D activities may have been disposed down drains into the sewer system, leading to potential contamination during sewer overflow. Sanitary sewer lines leading from potentially RAM contaminated buildings have also not yet been assessed for contamination.

Materials used to construct the utility lines are also a potential source of environmental concern. Steam lines may have been wrapped with asbestos containing material (ACM) for insulation and water supply lines were likely constructed of transite (an asbestos and concrete composite) pipe. These utilities may require special handling and offsite disposal if disturbed during redevelopment activities.

Asbestos and lead-based paint

Due to the age of the buildings and utilities at Fort Monmouth, asbestos and lead-based paint are likely present in buildings on-site. Comprehensive asbestos and lead-based paint surveys suitable for demolition purposes have not been performed on the majority of the buildings.

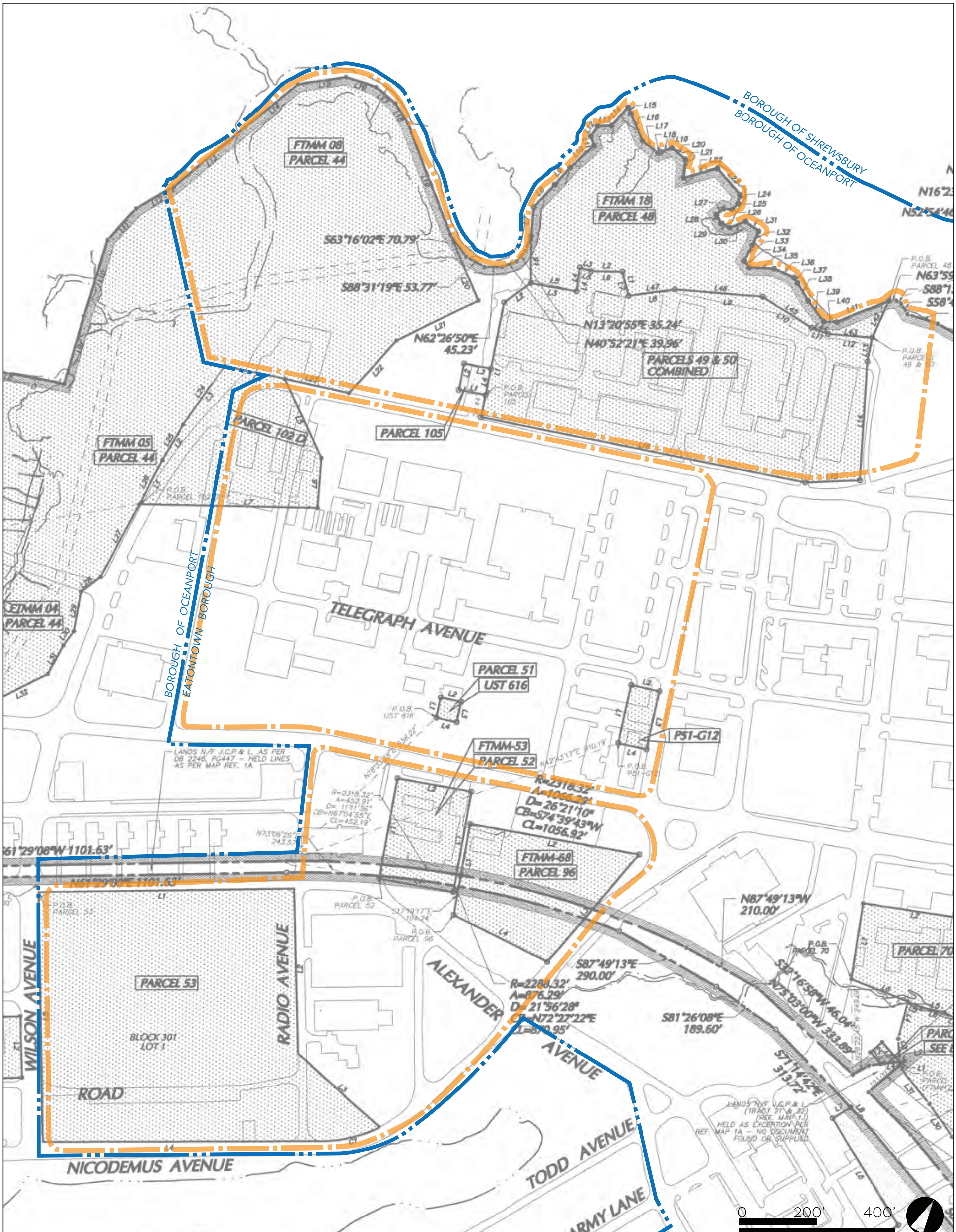


Figure 4: Environmental Conditions Survey | Area in Need of Redevelopment Study for Former Fort Monmouth Properties | Oceanport, New Jersey

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC | MAY 2019

Source: Langan Engineering, Fort Monmouth Phase Two Parcel Environmental Carve-Out Parcels, Revised Through 9/13/16

3. FORT MONMOUTH REUSE AND REDEVELOPMENT PLAN AND OCEANPORT MASTER PLAN AND ZONING

3.1 Fort Monmouth Reuse and Redevelopment Plan

As a result of the BRAC decision, the Fort Monmouth Economic Revitalization Planning Authority (FMERPA) was created as the Local Redevelopment Authority in charge of coordinating the Fort's closure and planning for its reuse pursuant to P.L.2006, c.16 (C.52:27I-1 et seq.). FMERPA's charge was to "encourage enlightened land use and to create employment and other business opportunities" for the three host communities.

On September 4, 2008, FMERPA submitted a comprehensive conversion and revitalization plan for Fort Monmouth (i.e., "*Fort Monmouth Reuse and Redevelopment Plan*" "Reuse Plan") and a homeless assistance submission to the United States Department of Defense and the United States Department of Housing and Urban Development, as required under the applicable federal Base Realignment and Closure law and regulations. Both federal agencies subsequently accepted the Reuse Plan. This plan represents the "Master Plan" for Fort Monmouth. To implement the plan, the State legislature, pursuant to P.L. 2010, Chapter 51, empowered an authority to replace FMERPA known as the Fort Monmouth Economic Revitalization Authority (FMERA). FMERA is authorized to adopt any modifications or amendments to the Reuse Plan and adopt development and design guidelines and land use regulations to implement the plan. Per the legislation creating FMERA, the land use regulations "shall supersede the zoning ordinances and land use regulations of the host municipalities and the county with respect to the project area."

The Reuse Plan divided the Oceanport Reuse Area (i.e., areas of the former Fort within the boundaries of Oceanport) into five major reuse nodes: High-Tech and Green Industry Campus; Oceanport Neighborhood Center; Education/Medical Campus; Parker's Creek Boutique Hotel and Spa area; and Historic Housing Area. The Study Area would be primarily in the High-Tech and Green Industry Campus.

The High-Tech and Green Industry Campus was envisioned to be the area's main knowledge center. The Campus is intended to serve as an educational showpiece, to provide the Reuse Area with a source of green/renewable energy, to provide a space for research and development (R&D) activities, and to leverage existing intellectual capital in the area to further the development of sustainable energy technologies. The Campus would provide a total of 400,000 square feet of high-tech R&D space at full build out. The 90,000 square foot McAfee Center (Building 600) is proposed to be adaptively reused by a high-tech communications research company who can employ the highly specialized equipment. Squier Hall (Building 283) and Armstong Hall (Building 551) would be adaptively reused for educational purposes. Existing in-kind building reuse is proposed for the Library (Building 502), Chapel (Building 500), Counseling Center (Building 501), and Fitness Center (Building 114). A linear central park would provide a front for all of the buildings in the cluster and provides a greenway linkage between the Parade Ground and the perimeter Blue-Greenbelt open space system.

3.2 Fort Monmouth Land Use Rules

FMERA's land use regulations and design and development guidelines N.J.A.C. 19:31 C-3 (the "Land Use Rules") serve as the zoning ordinance for the Fort. The Reuse Plan and the Land Use Rules supersede the master plan, the zoning and land use ordinance and regulations, and the zoning map of the Borough of Oceanport.

The Land Use Rules are intended to promote flexibility in connection with the implementation of the Reuse Plan, but not to supersede it; all development within the Fort shall be consistent with the Reuse Plan. The Land Use Rules divide the Oceanport Reuse Area into three Development Districts: Horseneck Center, Education/Mixed-use Neighborhood, and Green Tech Campus. The Study Area is located within the Green Tech Campus district. This district only allows office/research; institutional/civic; and open space/recreation uses. Permitted accessory uses include parking (surface and structured), outdoor storage, renewable energy systems, accessory structures in open space/recreation areas, and other uses customarily incidental to a principal permitted use.

The maximum allowable floor area ratio (FAR) for non-residential development within the entire district is 0.30. The maximum allowable lot coverage for the entire district is 45 percent.

In addition to the above district-specific regulations, the Land Use Rules also set forth standards regarding bulk and density applicable to all districts. Subdivisions and site plans are also required to adhere to various development and design guidelines set forth in N.J.A.C. 19:31C-3.14 through 3.18, including for circulation; parking; open space network and landscaping; building placement; and building design and sustainability.

3.3 Oceanport Master Plan

Although the Reuse Plan and FMERA's land use rules supersede the municipal master plan for the former Fort properties, a review of the Oceanport Master Plan is included here for informational purposes. The Borough of Oceanport adopted its most recent Master Plan in October 2016. The Master Plan provides a vision for the redevelopment of the Fort Monmouth properties "that emphasizes creating a balance between preserving the character of the Borough and the new development." Specifically related to the Study Area, the Master Plan emphasizes restoration and reuse of structures within the Fort Monmouth Historic District, which includes Buildings 145, 283, and 288 in the Squier Hall Parcel. Additionally, the Master Plan envisions the areas along Parker's Creek, including the M-08 and M-18 landfills in the Squier Hall Parcel, as prime waterfront development sites "which should be developed to the highest design standards." The Master Plan also generally advocates for the preservation of open space and coordination with FMERA on provision of future transportation networks and access.

3.4 Oceanport Zoning

Although the development of the former Fort properties in Oceanport are governed by the Land Use Rules and design guidelines adopted by FMERA, as a point of information, the study area lies within the R-1 Single Family Residence Zone under the Borough's current zone plan. Permitted uses in the R-1 zone are single-family detached dwelling; park and playground; municipal building; library; and public schools. Special Exception Uses in the R-1 Zone include churches and other places of worship; private schools having curricula comparable to that offered in the public school; and fire station.

4. STATUTORY CRITERIA FOR AN AREA IN NEED OF REDEVELOPMENT

Pursuant to N.J.A.C. 19:31C-3.25 and the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-5), an area in the former Fort may be determined to be in need of redevelopment only if, after an investigation and a public hearing for which notice has been given, it is found to meet one or more of the following conditions:

a. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.

b. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenantable.

c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.

d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.

e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.

f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.

g. In any municipality in which an enterprise zone has been designated pursuant to the “New Jersey Urban Enterprise Zones Act,” P.L.1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New

Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.

h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

It should be stressed that certain lands and buildings that do not meet any of the statutory conditions may still be included within an area in need of redevelopment provided that within the Study Area as a whole, one or more of the expressed conditions are prevalent. This provision is referred to as “Section 3” and is set forth under N.J.S.A. 40A:12A-3, which states in part that "a redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part."

5. EVALUATION OF STUDY AREA

5.1 Overview

The study area encompasses ±63.3 acres and is improved with as many as 24 buildings totaling over 300,000 square feet of gross floor area. The buildings were constructed at various times spanning more than 70 years. The Squier Hall building (283) dates back to 1935 while the most recent structure was built in 2007. A number of buildings have undergone renovations through the years and there have been other significant modifications, as structures have been demolished and facilities relocated. Historically, many of these buildings housed offices and laboratories for research and development (R&D) activities, specifically related to communications and electronics. The Study Area also contains a number of storage facilities of various sizes, as well as a former automobile service center and a former community recreation center.

The following provides an evaluation of the Study Area and considers whether it meets the statutory criteria for an “area in need of redevelopment.” The analysis was based on surveys of use and property conditions, as well as physical inspection of the exteriors and interiors of existing buildings/structures. The analysis also relied on the following building assessment reports: *Existing Conditions Technical Memoranda* prepared by EDAW, Inc. (September 2007); *Fort Monmouth Building Assessments* prepared by Matrix Design Group (November 2010); and *U.S. Army BRAC 2005 Site Investigation Report* prepared by Cabrera Services, Inc. (July 2008).

Photographs of the study area and facilities thereon are provided in the report Appendix.

5.2 Evaluation of Properties

The Study Area encompasses a total of ±63.3 acres and consists of a portion of Block 110 Lot 1 and a portion of Block 110 Lot 4 on the official tax maps of the Borough of Oceanport. The Study Area is largely divided into three parcels: 1) The ±28.31 acre Squier Hall Parcel with ±2,165 feet of frontage along Sherrill Avenue; 2) The ±23.76 acre MacAfee Parcel with ±1,270 feet of frontage along Sherril Avenue, ±880 feet of frontage along Irwin Avenue, ±1,275 feet of frontage on Saltzman Avenue, and ±870 feet of frontage along Messenger Avenue; 3) The ±23.48 acre Tech Campus South Parcel with ±980 feet of frontage on Saltzman Avenue, ±695 feet of frontage on Alexander Avenue, ±685 feet of frontage on Wilson Avenue, and ±2,075 feet of frontage on Nicodemus Avenue.

The area under evaluation consists of a wide range of improvements, including buildings of the following types: administration/research, development, test and evaluation (Admin/RDT&E); commercial; public works/supply/utilities/storage; and recreation/community facilities. There are also two former landfill sites that are currently unimproved. The existing buildings, improvements, and open spaces are described in greater detail below.

Administration/Research, Development, Test and Evaluation
(Buildings 283, 288, 291, 293, 295, 296, 563, 600, 616, 620, 671, 675, 676, 677, 678)

As a result of the Fort's communications mission, the Main Post had many high-tech R&D facilities, including labs, specialized testing space, and office spaces. Notable buildings in this category within the Study Area include Building 283 (Squier Hall) and Building 600 (McAfee Center).

Building 283 (Squier Hall) is a two-story L-shaped office and administrative building with an unfinished basement located north of Sherrill Avenue. The building is ±76,538 square feet in gross floor area and mainly consists of two sections: a two-story administration and laboratory section and a shop section located in the rear of the building. The building was constructed in 1935 and served as the first permanent Signal Corps laboratory at Fort Monmouth. The building houses many office and laboratory spaces, as well as a 126 seat auditorium with a raised stage on the first floor. Squier Hall is currently listed on the National Register of Historic Places; however, it is not considered a contributing resource to the Fort Monmouth Historic District as described in the October 2009 Programmatic Agreement between the U.S. Army and the NJ State Historic Preservation Officer.

Structurally, the exterior masonry shows visible cracks, and there is evidence of water damage and mold throughout the building. There are also numerous areas where floor and ceiling tiles are damaged. Environmental hazards such as asbestos and lead-based paint may exist in the building. Environmental remediation efforts for ECP Parcel 49, which encompasses Building 283, is still ongoing.

Buildings 288, 291, 295, and 296 are all one-story general administrative buildings near Squier Hall. The buildings mainly contain administrative offices. **Building 288** was constructed in 1941 and is ±15,038 square feet; **Building 291** was constructed in 1966 and is ±12,006 square feet; **Building 295** was constructed in 1969 and is ±9,000 square feet; **Building 296** was constructed in 1970 and is ±5,996 square feet. The exterior of the buildings all show visible signs of deterioration, including cracks, peeling, mold, and damage to the roof and window rails. Additionally, there is evidence of water damage on the floors of the buildings, and ceiling panels have fallen off in numerous places, exposing utility lines and lighting fixtures. Notably, Buildings 291, 295, and 296 have been partially overtaken by vegetation such as ivy, and there are numerous cracks in the pavement of the driveways and parking areas servicing the buildings.

Building 293 was the CECOM Logistics and Readiness Center. It was constructed in 1943 and totals ±4,217 square feet on one single story. The building was used as a battery test facility and contains laboratory space. There are signs of deterioration on the exterior of the building and the pavement of the land surrounding the building.

Building 600 (McAfee Center) is a two story building totaling ±89,492 square feet in gross floor area. McAfee Center is a relatively new building – it was constructed in 1997 specifically to serve as a R&D facility. The building contains many uses, including offices, raised-floor computer laboratories, an anechoic (electro-magnetic frequency restrictive) chamber, and high bay warehouse space. Structurally, the building is in relatively good condition, though there are signs of interior damage, such as fallen ceiling panels.

Buildings 616 & 620 are two identical administrative buildings constructed in 1967. Both buildings are single story and have ±1,520 square feet of floor area.

Building 671 was the former CIDC Field Operations Building. Constructed in 1967, it is a single-story structure with ±3,020 gross square feet. The building mainly contains administrative offices. Both the exterior and interior of the building show signs of deterioration.

Buildings 675, 676, 677, and 678 are all single-story general purpose administrative buildings similar in architectural style and interior design. They are concentrated in the northwest corner of the McAfee Center Parcel. Buildings 675, 676, and 677 were constructed in 1941, while Building 678 was constructed in 1967. Building 675 is ±2,892 square feet; Building 676 is ±3,663 square feet; Building 677 is ±2,592 square feet; and Building 678 is ±1,520 square feet. The buildings have suffered extensive dilapidation with signs of water damage, crumbling ceiling panels, and deteriorating roof structures. There is significant debris throughout, and some buildings were even found to have dead animals (not pictured in the Appendix). Additionally, the driveways and parking lot adjacent to the buildings have numerous cracks and are devoid of lighting structures, signs, markings, and or other directional/decorative elements.

Building 563 is a single-story general administrative building located within the Tech Campus South Parcel. The building was constructed in 1941 and has ±8,894 square feet. The interior of the building is in good condition, though the exterior shows signs of deterioration. Additionally, the pavement of the driveway and parking lot adjacent to the building are in a state of poor maintenance. Building 563 is currently occupied with office uses. However, the tenancy of Building 563 is temporary, and the building is expected to be vacated by the end of the first quarter of 2019.

Public Works/Supply/Utilities/Storage
(Buildings 145, 284, 292, 601, 602, 603, 604, 699)

Building 145 is a small single-story storage structure located near the northeast façade of Squier Hall. The structure was constructed in 1941 and is ±905 square feet in size.

Building 284 is a cable hut located east of Building 288. The structure was constructed in 1940 and is ±357 square feet in size. The structure contained equipment for accessing the Fort's secure, underground fiber optic ring, which is no longer active.

Building 292 was the Military Surface Deployment and Distribution Command Building. Built in 1944, the building housed a medical material warehouse as well as administrative offices. The structural condition of the building is relatively sound, but there are signs of damage in the interior. The building was formerly installed with an active polychlorinated biphenyls (PCB) transformer, but has since gained NFA status. Environmental remediation efforts for ECP Parcel 49, which encompasses Building 292, is still on-going.

Buildings 601, 602, and 603 are all single-story warehouse structures located to the west of McAfee Center. Both Building 601 and 602 were constructed in 1997, while Building 603 was constructed in 2006. Building 601 is ±16,000 square feet; Building 602 is ±6,000 square feet, and Building 603 is ±11,009 square feet. Notably, Building 603 also contains a small amount of office space.

Building 604 is a relatively new warehouse storage building located adjacent to McAfee Center to the east. It is constructed of metal siding on top of a concrete foundation. The structure was completed in 2007.

Building 699 was an automobile service station constructed in 1953. The building is ±1,769 square feet, and housed a full-service automobile repair shop. There is a service area with several gasoline stands near the building. The overall station area is in state of poor maintenance, including cracks and potholes in the pavement. The building formerly stored six underground storage tanks, and the building was deemed an active IRP site. The environmental carve-out parcel 52, which encompasses the building, is undergoing remediation for groundwater contamination.

Recreation/Community Facilities
(Building 702)

Building 702 (Lane Hall) was a community and conference center built in 1983. It is a ±12,100 square feet single story building containing a catering hall and restaurant, administrative offices, multiple dining rooms, and a ball room. The building has sustained significant interior damage – ceilings have holes and missing panels, revealing utility lines and leaving lighting fixtures hanging; debris has also accumulated as a result. The areas outside the building have largely been overtaken by weeds, and the former parking lot area is almost undiscernible.

Open Space/Natural Areas
(M-08 & M-18 Landfills)

In addition to the 24 buildings, there are two former landfills **(M-08 & M-18)** located within the Squier Hall parcel. As detailed in the previous section on IRP sites, both landfills were formerly used to store construction debris and certain hazardous substances. Reported hazardous substances in **M-08** include ACM, soot/boiler scale, oil spill debris, oil filters, unwashed hazardous waste containers, incinerator ash, photographic chemicals, WWTP slude, batteries, florescent tubes, and electronic components**. M-18** was additionally used as a training area where diesel and gasoline generators and military vehicles were used. As a result, numerous spills had occurred at the site. The former landfills currently remain unimproved and are still under ownership of the Army.

5.3 Consideration of a Redevelopment Area Designation for the Study Area

Based on our analysis of existing conditions within the Study Area, it is readily apparent that the extant structures are now predominantly idle. Former R&D facilities such as Building 293 (CECOM Battery Test Facility) and Building 600 (MacAfee Center) were constructed for and outfitted with specialized military technologies that have little or no utility for civilian purposes. Much of the office space, especially in locations where it was ancillary to specialized laboratory and testing or other highly classified activities, is out-of-date and functionally obsolete by today's market standards. The warehouse and garage facilities previously used for storage of utilities and equipment for military activities are devoid of use now that the Army has vacated the Fort. The former recreational center and automobile service center are also functionally obsolete and have suffered extensive deterioration in the years of vacancy.

Further, since the Fort was designed and constructed over time, the arrangement of buildings by use/function was somewhat haphazard, as the Army built on available land as needed. The resulting layout and juxtaposition of the various buildings presents obstacles for purposes of redevelopment. Some of these improvements and uses/functions are also strategically located in areas considered essential for the successful redevelopment of the Study Area and the larger former Fort (i.e., in a manner that would be in keeping with the Fort Monmouth Reuse and Redevelopment Plan). In fact, in some instances, even if the potential existed to retain or retenant certain improvements, to do so would hamper future redevelopment efforts. Finally, numerous buildings are over 70 years old and in need of updating.

In accordance with our physical evaluation of the Study Area and all of the extant facilities, as well as our review of various documents, records and representations provided by FMERA and referred to herein, the Study Area may be determined to be "an area in need of redevelopment" under criteria "b," "c," and "d" of N.J.S.A. 40A:12A-5. The following evaluation is divided into the land use categories present in each building when the Fort was operational.

Administration/Research, Development, Test and Evaluation
(Buildings 283, 288, 291, 293, 295, 296, 563, 600, 616, 620, 671, 675, 676, 677, 678)

Overall, these largely office and laboratory buildings are adversely impacted by the age and design of the space. The majority of these spaces are over 50 years old - Squier Hall (**Building 283)** is 84 years old, and numerous other buildings in this category were built in the 1940s (**Buildings 288, 293, 675, 676, 677, and 563)** and 1960s (**Buildings 291, 295, 616, 620, 671, and 678**). These buildings do not bode well for potential users who covet more modern facilities for laboratory research or offices. **Building 283 Squier Hall** in particular was noted in the *Fort Monmouth Building Assessments* report for its outdated utility systems. For one, the building is not equipped with sprinklers or a generator/uninterruptable power supply. The report rated the overall electric distribution condition "poor" due to the outdated original equipment, for which replacement parts are hard to find. Additionally, the building has an outdated gas-fired boiler, cooling system, and electric water heater, as well as plumbing fixtures that do not meet ADA requirements. As noted in the *Technical Memoranda,* further complicating the reuse potential of these old buildings in this use category is the likelihood of hazardous building materials, asbestos, lead based paint, and radon.

R&D facilities such as **Building 293** and **Building 600 McAfee Center** were outfitted for specific testing or research and development uses that are so specialized that they have limited appeal in today's marketplace. **Building 293** was used as a battery test facility by CECOM, while **Building 600 McAfee Center** is equipped with an anechoic chamber that blocked electro-magnetic frequency waves. McAfee Center also has numerous smaller computer labs, a laser testing lab, and high-bay warehouse space for storage of the equipment. As a result of the design that geared towards highly-specific research and military operations, these R&D facilities are now functionally obsolete. While McAfee Center, compared to Building 293, is structurally sound, potential for reuse or re-tenanting is effectively limited due to these specialized R&D spaces.

Some of the spaces in this land use category were designed for the conduct of highly classified work and do not have the amenities typical of modern offices. The office spaces in administrative **Buildings 288, 291, 293, 295, 296, 563, 616, 620, 671, 675, 676, 677, and 678** are poorly laid out, with small interior rooms off long window-less corridors that do not comport with state-of-the-art designs that call for larger floor plates and/or more flexible layouts. Ancillary office spaces within larger buildings such as Squier Hall, McAfee Center, and Building 292 similarly suffer from this obsolete layout. The labyrinth of office spaces offered by these buildings do not lend itself to the demands of today's office market, where more flexible alternatives are favored in order to accommodate the specific design needs of discrete users.

In addition to the faulty and obsolete layout and design, many of these administrative buildings have suffered extensive deterioration. **Buildings 288, 675, 676, and 677,** all built in 1941, show signs of molding and severe water damage. Inside, debris from damaged walls, ceilings, and columns have piled up. After the discontinuance of use of buildings following the closing of the Fort, the buildings have also attracted wild animals, and animal carcasses have been found inside. There are also visible signs of deterioration on **Buildings 291, 295, 296, 616, 620, and 671,** including damage to roofs, window rails, ceilings, and walls. For **Buildings 291, 295, and 671**, renovation or modernization is further hampered by the fact that they are of block wall construction, such that reconstruction/modernization costs would be expensive, if not entirely cost-prohibitive.

In short, dilapidation, obsolescence, faulty arrangement and design, and lack of ventilation and light of the extant office spaces qualify them under criterion "d." The discontinuance of use qualifies all the buildings under criterion "b," as well, except for Building 563 which has been temporarily re-tenanted. Buildings 293 and 600 in particular are limited in redevelopment potential due to the now-obsolete specialized R&D spaces, and thus qualify under criteria "b" and "d."

Public Works/Supply/Utilities/Storage
(Buildings 145, 284, 292, 601, 602, 603, 604, 699)

Scattered throughout the Study Area are numerous buildings used as support, utility, and maintenance for the larger laboratory and office buildings and other military operations. With the closing of the military base, most of these structures, and particularly those used for storage (i.e. **Buildings 145, 284, 292, 601, 602, 603)** have little or no reuse potential. Most of these storage structures were built before 2000 and do not meet modern design or functionality standards desired in today's market, such as automated material-handling or climate-control systems. In particular, **Buildings 145 and 284** are small ancillary structures less than ±1,000 square feet and **Building 292** was specifically used as a medical material warehouse, and thus are all obsolete. Meanwhile, other buildings providing support services such as **Building 604,** a standalone garage for military vehicles, and **Building 699**, a former automobile service station, are functionally obsolete as well. Moreover, the vacation of these buildings has led to varying states of dilapidation, especially of the older buildings built in the 1940s. As such, the discontinuance of the use of the buildings for industrial purposes and subsequent vacancy and deterioration for almost a decade qualify the buildings under criterion "b." Additionally, the functional obsolescence, faulty arrangement and design, and obsolete layout of the buildings are detrimental to the goals of the Reuse Plan, and thus to the safety, health, and welfare of the community in reference to criterion "d."

Recreation/Community Facilities
(Building 702)

As one of the Fort's main recreational centers, Lane Hall is home to a catering hall and ball room. There are remnants of the bar counter, serving stations, kitchens, and dining rooms that supported these uses. As a structure built specifically for these recreational purposes and that devotes a significant floor area just for these purposes, Lane Hall's flexibility in terms of reuse and retenanting are low. There is also significant interior deterioration in these spaces, including damaged ceilings, broken glass, and debris. This obsolescence in function, arrangement, design, and layout qualify the building under criterion "d."

Open Space/Natural Areas
(M-08 & M-18 Landfills)

Both M-08 and M-18 sites qualify as "an area in need of redevelopment" under criterion "c." As mentioned previously, both sites were formerly landfills for construction debris and other hazardous substances. The soil of M-18 had additionally been contaminated by diesel and gasoline spills. The Army has proposed placing a two-foot vegetative soil cap across the entire surface of the landfills. Additional remedy includes placing deed restrictions on the landfills. Currently, both landfills remain the property of the Army until such time all remedies are in place or complete. Following completion of all remedies, ownership of the M-08 and M-18 landfills will be transferred to FMERA, the designated redevelopment agency.

Location-wise, the sites are isolated from the rest of the Fort, as they are located along the northern boundary of the Fort just below Parker's Creek. While Sherrill Avenue runs south of M-08, there is no current pedestrian or vehicular access routes to M-18.

For these reasons relating to remoteness, lack of access, and nature of the soil, the sites are "not likely to be developed through the instrumentality of private capital" in reference to criterion "c." However, designation as an "area in need of redevelopment" may help foster investment at these sites to create viable waterfront development as envisioned by the Reuse Plan and the Oceanport Master Plan.

Summary

The facilities within Fort Monmouth generally and those within the Study Area specifically were built for mostly utilitarian purposes on an "as needed" basis to meet the discrete needs of a specialized user. The use of the buildings has been largely discontinued (except for Building 563 which has been temporarily re-tenanted) and the majority of the facilities vacated. R&D facilities like Building 293 (CECOM Battery Test Facility) and Building 600 (MacAfee Center) were constructed and outfitted for specialized use by the military such that they are unlikely to have much appeal in the private marketplace. The office spaces, in particular in administrative Buildings 288, 291, 293, 295, 296, 563, 616, 620, 671, 675, 676, 677, and 678, all exhibit outdated layouts and design contrary to today's market trends. The storage facilities (Buildings 145, 284, 292, 601, 602, 603, 604, and 699) and the recreational hall (Building 702) also suffer from functional obsolescence. Because of the age of the buildings, much of the utility and mechanical infrastructure are inefficient and not up to the standards of modern building codes. Physical improvement and modernization of the buildings and/or infrastructure pose a challenge from both a market and cost standpoint. The majority of the improvements have reached the end of their useful life and the prospects for re-tenanting are poor or nonexistent. Some of the facilities and lands will also have to undergo environmental remediation.

Clearly, in its present condition the Study Area is failing to satisfy the land use policy objectives advanced by FMERA and Oceanport alike. Prior to its closure, several studies projected the negative impacts which would occur once the Fort closed, recognizing that when it was fully operational Fort Monmouth had a total economic impact of $2.5 billion.[2] With the closing of the Fort, Oceanport and other host communities have seen significant loss in jobs and local tax revenues, which were previously generated largely by the commercial and industrial buildings, such as the facilities located in the Study Area, leased to Defense contractors. If the present conditions are allowed to persist and the land and buildings continue to stay economically unproductive, it will hasten a process of economic decline in the

[2] *Rethinking Fort Monmouth: Prospects and Opportunities* (2008) prepared by Division of Labor Market and Demographic Research, New Jersey Department of Labor and Workforce Development.

Fort communities including Oceanport and surrounding municipalities, to the detriment of the public health, safety and general welfare of the community.

As a result of the conditions and circumstances described in this chapter, there is a legitimate basis to declare the Study Area in its entirety as an "area in need of redevelopment" in accordance with the "b," "c," and "d" criteria as set forth in the Local Redevelopment and Housing Law (see Table 2 below).

Table 2: Application of Area in Need of Redevelopment Criteria

	Site Number	Applicable Statutory Criteria
Squier Hall Parcel	145	"b," "d"
	283	"b," "d"
	284	"b," "d"
	288	"b," "d"
	291	"b," "d"
	292	"b," "d"
	293	"b," "d"
	295	"b," "d"
	296	"b," "d"
	M-08	"c"
	M-18	"c"
McAfee Center Parcel	600	"b," "d"
	601	"b," "d"
	602	"b," "d"
	603	"b," "d"
	604	"b," "d"
	616	"b," "d"
	620	"b," "d"
	671	"b," "d"
	675	"b," "d"
	676	"b," "d"
	677	"b," "d"
	678	"b," "d"
Tech Campus South Parcel	563	"d"
	699	"b," "d"
	702	"d"

6. CONCLUSION

The foregoing study, which was prepared for submission to the Borough of Oceantown Planning Board, sought to determine whether an area within the municipality that was formerly part of Fort Monmouth qualifies as "an area in need of redevelopment" in accordance with N.J.S.A. 40A:12A and N.J.A.C. 19:31C-3.25. Based on the analysis provided herein, the referenced area meets the statutory criteria for designation as "an area in need of redevelopment" in accordance with NJSA 40:12A-5(b), (c), and (d).

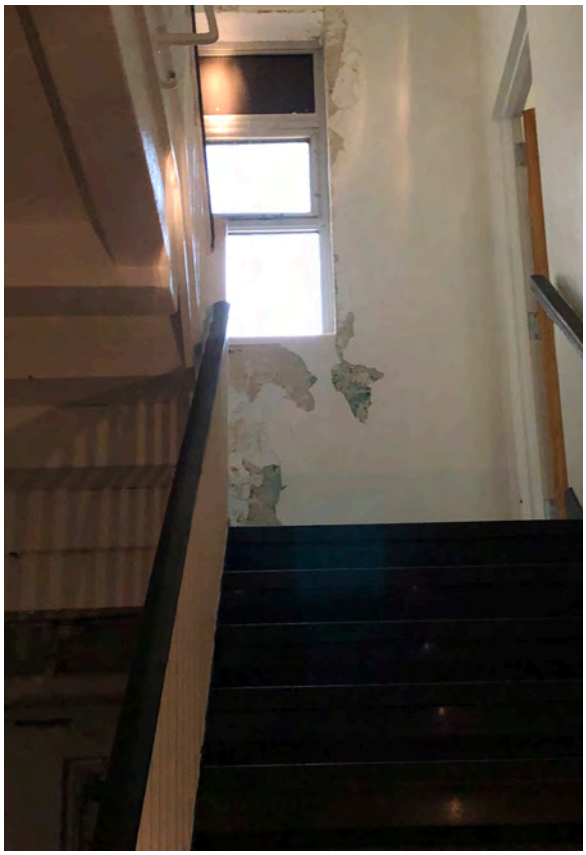
APPENDIX: STUDY AREA PHOTOGRAPHS

Building 145

Building 283 | Squier Hall

Building 283 | Squier Hall

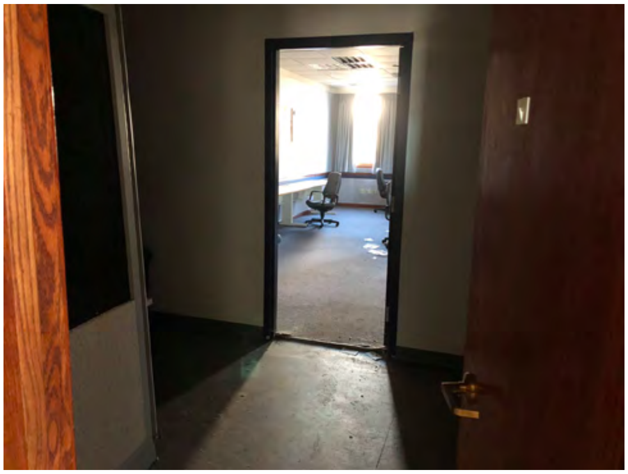
Building 283 | Squier Hall

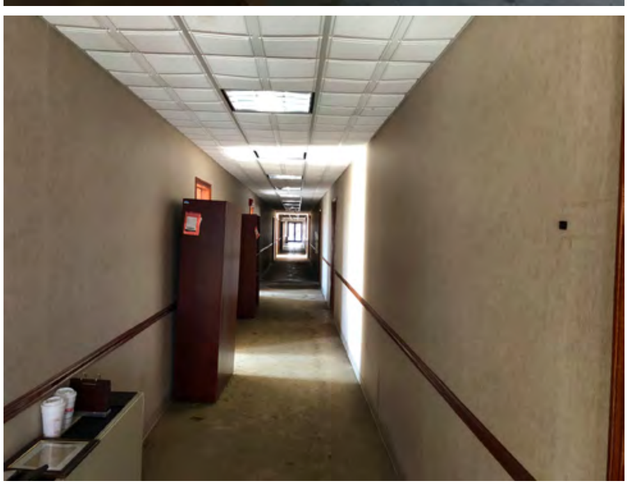


Building 284

Building 288

Building 291



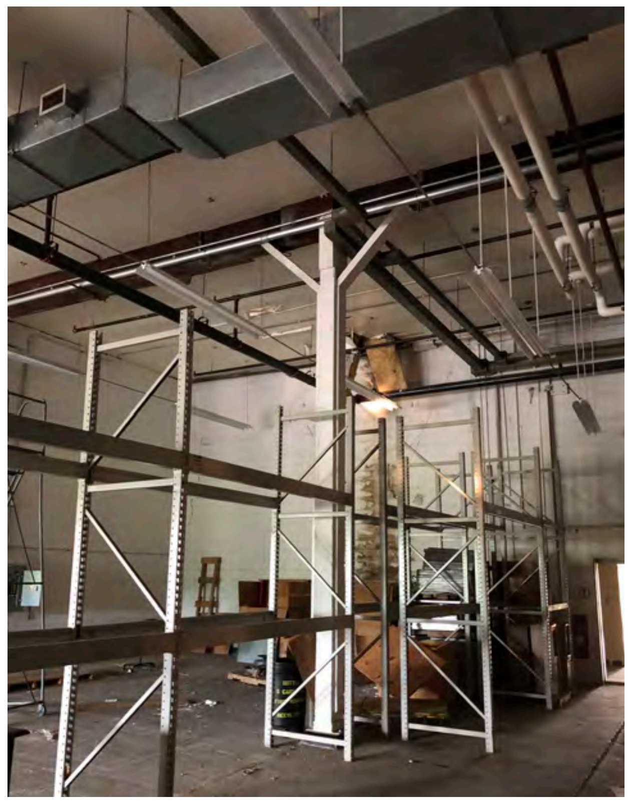


Appendix: Building Photographs

Area in Need of Redevelopment Study for Former Fort Monmouth Properties | Oceanport, New Jersey

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC May 2019

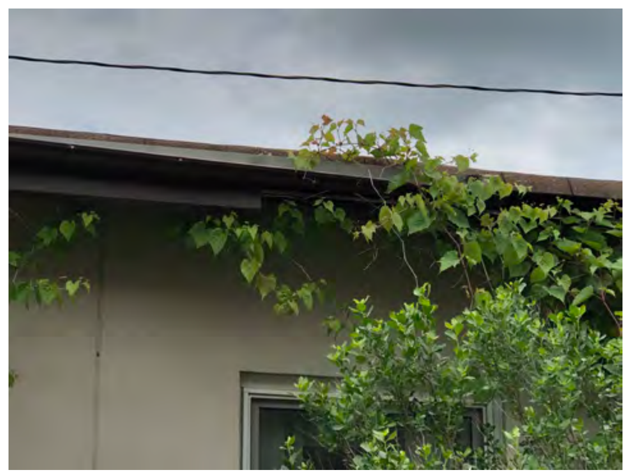
Building 292



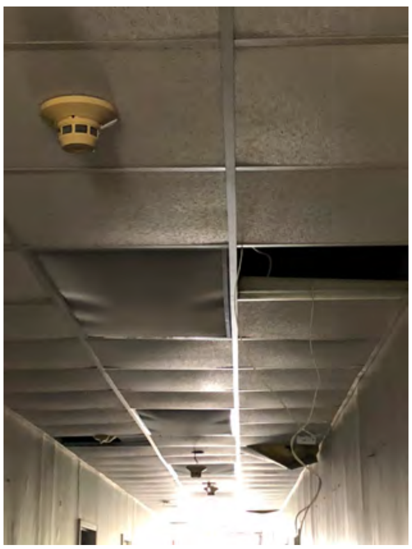
Building 292

Building 293

Building 295

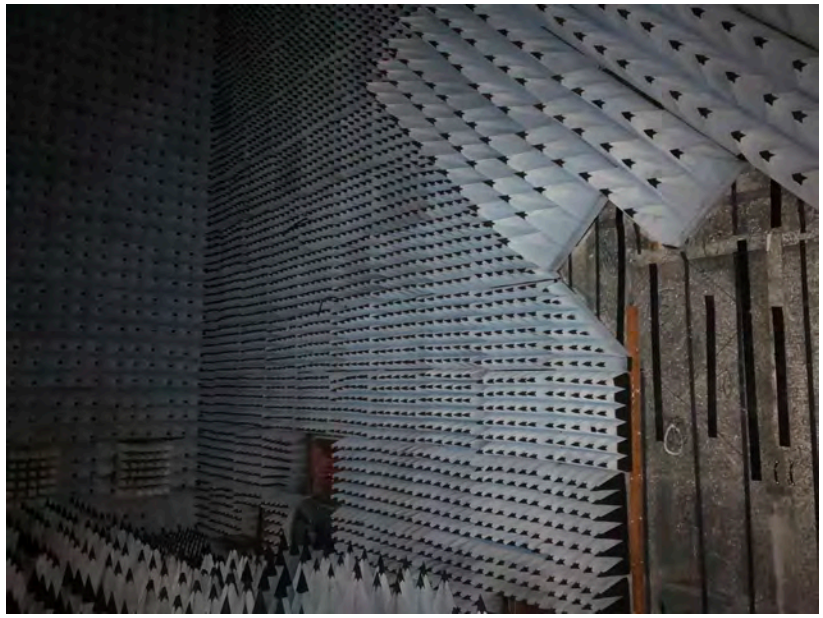


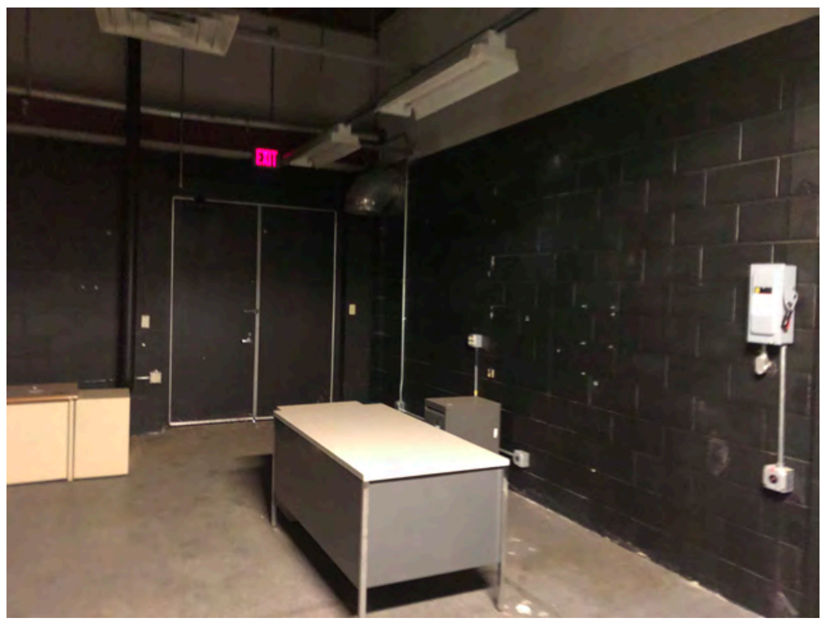
Building 296

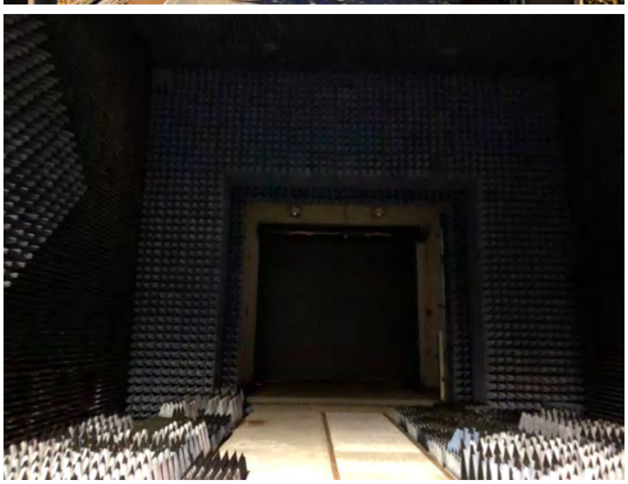


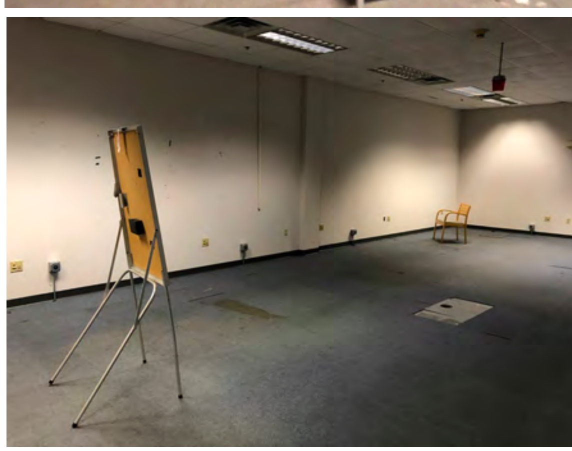
Building 563

Building 600 | McAfee Center

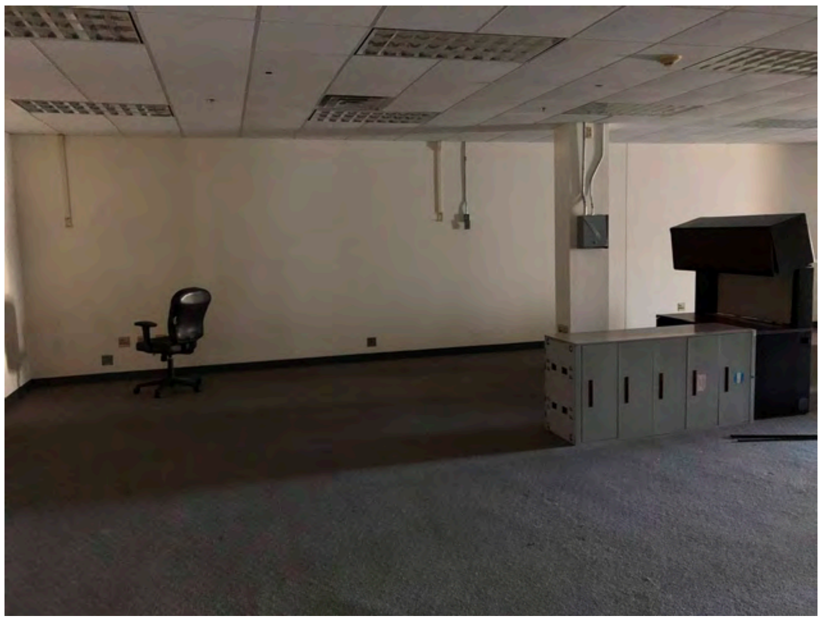








Building 600 | McAfee Center



Building 601

Building 602

Building 603

Building 604

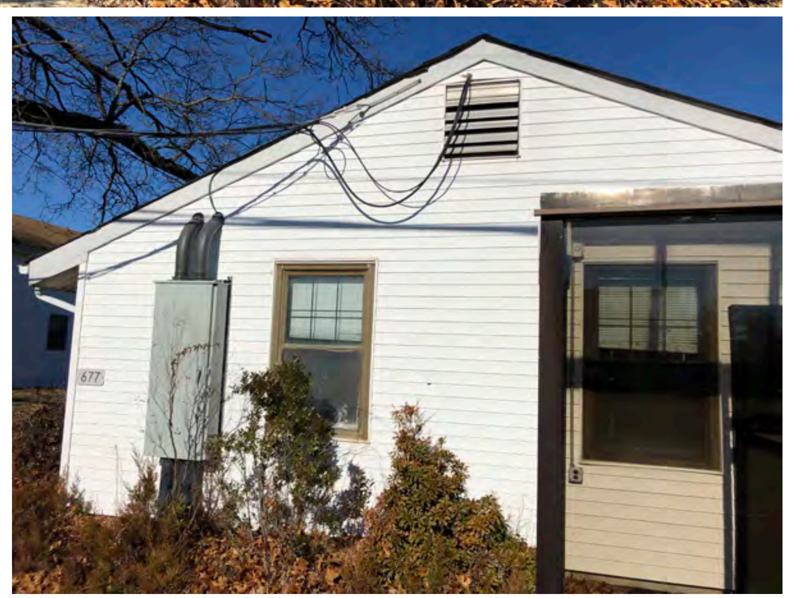
Building 616 & 620

Building 671

Building 675

Building 676 & 677

Building 677

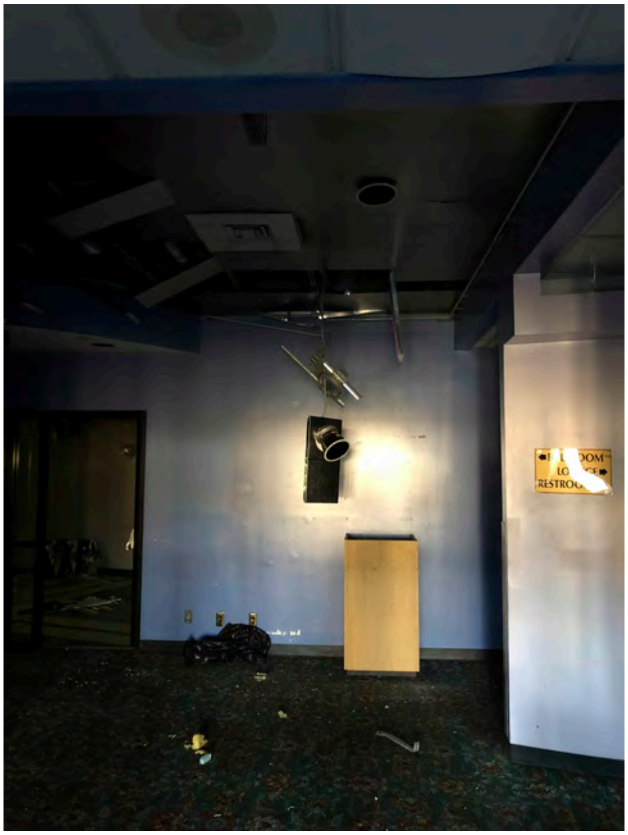


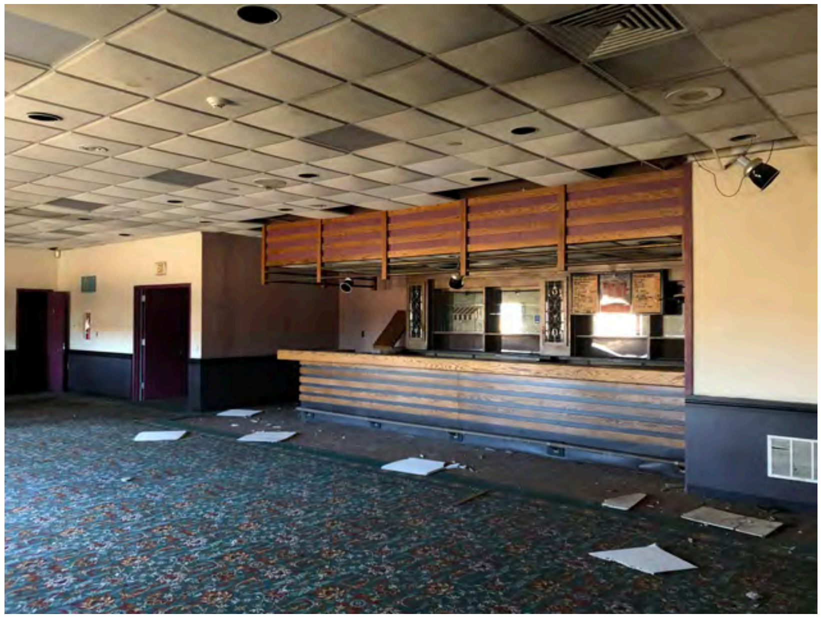
Building 678

Building 699

Building 702 | Lane Hall

Building 702 | Lane Hall





RESOLUTION OF THE BOROUGH OF OCEANPORT IN THE COUNTY OF MONMOUTH, NEW JERSEY DESIGNATING CERTAIN PROPERTIES 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 AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

Resolution

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 located therein constitutes an area in need of redevelopment; and

WHEREAS, on February 6, 2020, by Resolution No. 2020-56, and in accordance with the provisions of the Redevelopment Law, the Borough Council of the Borough of Oceanport, in the County of Monmouth, New Jersey (the "**Borough Council**") authorized and directed the Planning Board of the Borough of Oceanport (the "**Planning Board**") to conduct an investigation to determine whether all or a portion of certain properties 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 as currently designated on the tax maps of the Borough (collectively, the "**Study Area**"), and to determine whether all or a portion of the Study Area meets the criteria set forth in the Redevelopment Law, *N.J.S.A.* 40A:12A-5, and whether all or a portion of said Study Area should be designated 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**") conducted a preliminary investigation of the Study Area to determine whether the Study Area should be designated an area in need of redevelopment; and

WHEREAS, the Planning Board received a report setting forth the basis for the investigation and a map depicting the Study Area prepared by the Planning Consultant, entitled, "Area in Need of Redevelopment Study for a Portion of the Former Fort Monmouth Properties in the Borough of Oceanport, New Jersey" dated May 2019, as supplemented by a report entitled, "March 2020 Addendum to Area in Need of Redevelopment Study for a Portion of the Former Fort Monmouth Properties in the Borough of Oceanport, New Jersey Dated May 2019" dated March 2020, concerning the determination of the Study Area as an area in need of redevelopment (the "**Report**"); and

WHEREAS, the Redevelopment Law requires the Planning Board to conduct a public hearing prior to making its determination whether the Study Area should be designated as a non-condemnation area in need of redevelopment, at which hearing the Planning Board shall hear all persons who are interested in or would be affected by a determination that the Property is an area in need of redevelopment; and

WHEREAS, on April 28, 2020, the Planning Board reviewed the Report, heard testimony from representatives of the Planning Consultant, conducted a public hearing during which members of the general public were given an opportunity to present their own evidence and/or to cross-examine the Planning Consultant, and to address questions to the Planning Board and its representatives, concerning the potential designation of the Study Area as an area in need of redevelopment; and

WHEREAS, the Planning Consultant concluded in the Report and testified to the Planning Board on April 28, 2020 that the Study Area satisfies the criterion for a redevelopment area designation as set forth in the Redevelopment Law pursuant to *N.J.S.A.* 40A:12A-5; and

WHEREAS, after the conclusion of the public hearing described above, the Planning Board adopted a resolution accepting and adopting the recommendation contained in the Report, and recommending that the Study Area be declared a non-condemnation area in need of redevelopment, in accordance with the Redevelopment Law, for the reasons set forth in the Report; and

WHEREAS, the Borough Council agrees with the conclusion of the Planning Board that the Study Area satisfies the criterion for redevelopment area designation set forth in the Redevelopment Law and finds that such conclusion is supported by substantial evidence; and

WHEREAS, the Borough Council now desires to declare the Study Area as a non-condemnation area in need of redevelopment, pursuant to *N.J.S.A.* 40A:12A-6.

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Oceanport, in the County of Monmouth, New Jersey, as follows:

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

Section 2. Based on the Report and the recommendation of the Planning Board, the Study Area satisfies the criterion for redevelopment area designation as set forth in the Redevelopment Law. Accordingly, the Study Area is hereby designated as an area in need of redevelopment.

Section 3. The Study Area is further hereby designated as a "Non-Condemnation Redevelopment Area" as referenced in the Redevelopment Law.

Section 4. The Borough Council hereby directs the Municipal Clerk to transmit a certified copy of this resolution forthwith to the Commissioner of the Department of Community Affairs for review.

Section 5. Pursuant to *N.J.S.A.* 52:27I-26(o) and *N.J.A.C.* 19:31C-3.25(a)(5), this resolution shall be effective upon FMERA's consent to the designation of the Study Area as an area in need of redevelopment. The Borough Council hereby directs the Mayor, in consultation with counsel to the Borough, to prepare and submit to FMERA the "Land Use/Zoning/Redevelopment and Mandatory Conceptual Review "MCR" Application Form" and any other documents in connection therewith in furtherance of such consent by FMERA.

RESOLUTION OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY AUTHORIZING THE BOROUGH PLANNING BOARD TO UNDERTAKE AN INVESTIGATION TO DETERMINE WHETHER ALL OR A PORTION OF CERTAIN PROPERTIES 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 CONSTITUTE A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

Resolution #2020-56
02/6/20

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, *et seq.,* as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of an "area in need of redevelopment"; and

WHEREAS, to make such a determination under the Redevelopment Law, the municipal council (the "**Borough Council**") of the Borough of Oceanport (the "**Borough**"), must first authorize the Borough Planning Board (the "**Planning Board**") to conduct a preliminary investigation of the area and make recommendations to the Borough Council; and

WHEREAS, the Borough Council believes it is in the best interest of the Borough that an investigation occur with respect to certain parcels within the Borough and therefore authorizes and directs the Planning Board to conduct an investigation of the properties located in the Borough within the former Fort Monmouth, and identified on the hereinafter defined Study Area Map 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 as currently designated on the tax maps of the Borough (collectively, the "**Study Area**"), and to determine whether all or a portion of the Study Area meets the criteria set forth in the Redevelopment Law, *N.J.S.A.* 40A:12A-5, and whether all or a portion of said Study Area should be designated as an area in need of redevelopment; and

WHEREAS, the redevelopment area determination requested hereunder would authorize the Borough and the Borough Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, **excluding** the power of eminent domain, and any redevelopment area so designated shall be referred to as a "Non-Condemnation Redevelopment Area," pursuant to *N.J.S.A.* 40A:12A-6; and

WHEREAS, on behalf of the Fort Monmouth Economic Revitalization Authority ("FMERA"), Phillips Preiss Grygiel Leheny Hughes LLC, Hoboken, New Jersey, has prepared an Area in Need of Redevelopment Study (the "**Area in Need Study**") to analyze whether all or a portion of the Study Area qualifies as an area in need of redevelopment; and

WHEREAS, FMERA has provided such Area in Need Study to the Borough and the Borough and the Planning Board may utilize said Area in Need Study in undertaking the investigation of the Study Area authorized hereby.

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Oceanport, in the County of Monmouth, New Jersey, as follows:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation, pursuant to *N.J.S.A.* 40A:12A-6, to determine whether all or a portion of the Study Area satisfies the criteria set forth in *N.J.S.A.* 40A:12A-5, and whether said Study Area should be designated a "Non-Condemnation Redevelopment Area."

Section 3. The Area in Need Study contains a map showing the boundaries of the Study Area and the location of the parcels contained therein (the "Study Area Map"), and appended thereto is a statement setting forth the basis of the investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the Redevelopment Law, after giving due notice of the proposed boundaries of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that the Study Area shall be an area in need of redevelopment. The notice of the hearing shall specifically state that the redevelopment area determination does not authorize the Borough and the Borough Council to exercise the power of eminent domain to acquire any property in the delineated area, for the Study Area is being investigated as a possible Non-Condemnation Redevelopment Area.

Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area. All objections to a determination that the Study Area is an area in need of redevelopment and evidence in support of those objections shall be received and considered by the Planning Board and shall be made part of the public record.

Section 6. After conducting its investigation, making the Area in Need Report, inclusive of the Study Area Map, available to the public, and conducting a public hearing at which all objections to the proposed designation are received and considered, the Planning Board shall make a recommendation to the Borough Council as to whether the Borough Council should designate all or a portion of the Study Area as a Non-Condemnation Redevelopment Area.

Section 7. This resolution shall take effect immediately.

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

I certify that the foregoing Resolution #2020-56 was adopted by the Oceanport Governing Body at the Regular Meeting held February 6, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

ORDINANCE

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 #_________, 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 7, 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

Table of Contents

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.

★ SEE FIGURE 2 FOR ENLARGEMENT OF FMERA PARCELS

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

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2019

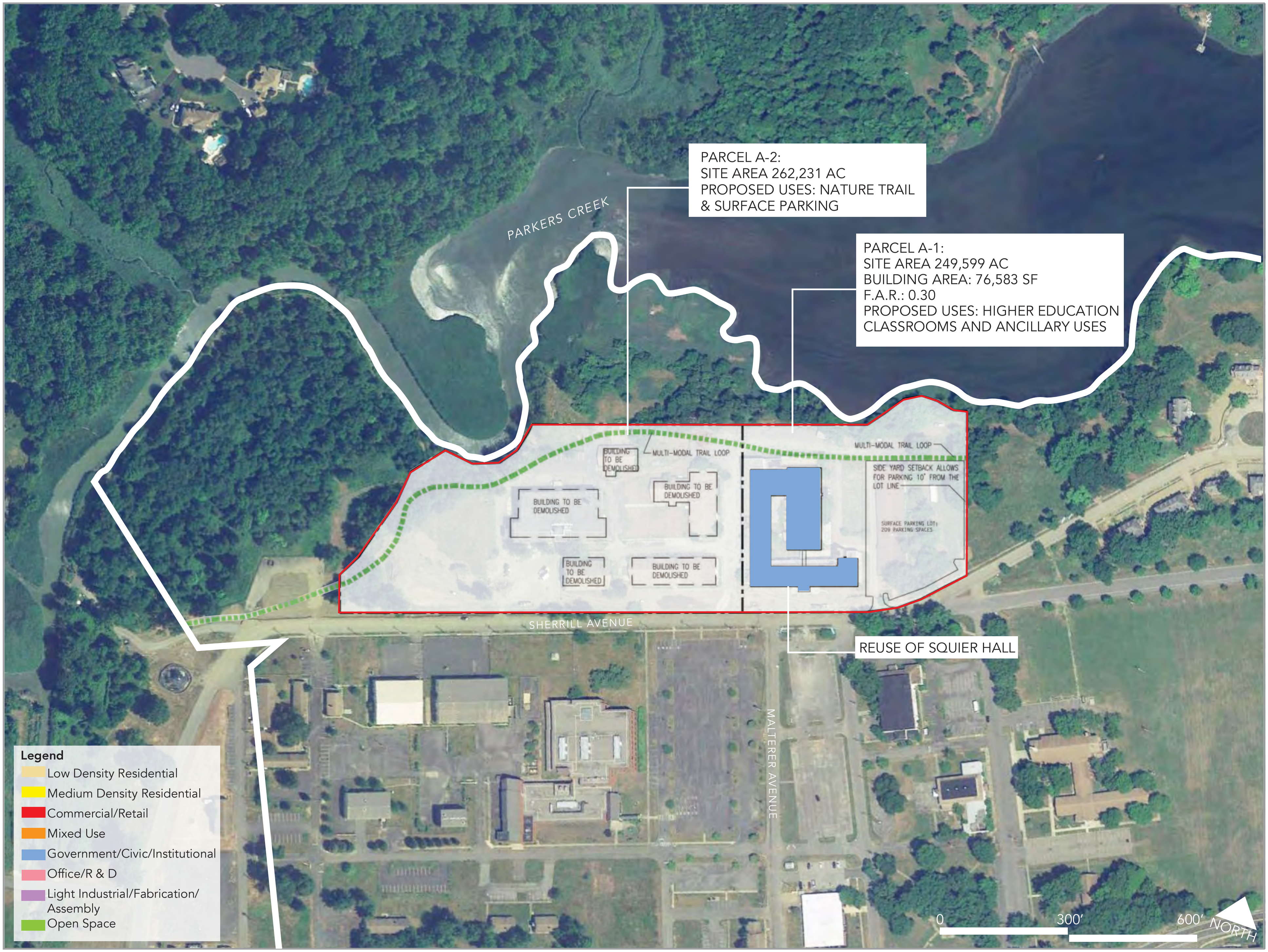


FIGURE 2 | Detailed View of Amendment #13 in the Oceanport Reuse Area

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.