



# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE  
*Governor*

RICHARD T. HAMMER  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

May 17, 2017

The Honorable Stuart K. Patrick  
Mayor, Glen Ridge Borough  
PO Box 66  
Glen Ridge, NJ 07028-0066

Dear Mayor Patrick:

I am pleased to inform you that your community has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2017 Municipal Aid Program for Various Street - 2017 - Glen Ridge in the amount of \$250,000.

NJDOT's Municipal Aid Program is a very competitive program. This year the Department received 628 applications requesting more than \$270 million. There is \$78.75 million available in funds from the Transportation Trust Fund (TTF).

NJDOT is committed to providing statewide assistance for local governments for improvements to and preservation of the local transportation network. The completion of your project will help achieve this goal and pursue a transportation strategy that provides mobility through managing the local roadway system.

Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington - 973-601-6700  
District 2 - Newark - 973-877-1500

District 3 - Trenton - 609-530-5271  
District 4 - Cherry Hill - 856-486-6618

Again, thank you for your support of this program and good luck with your project.

Sincerely,

Richard T. Hammer  
Acting Commissioner

c: Municipal Clerk  
Municipal Engineer

## A MESSAGE REGARDING AMTRAK'S PENN STATION NEW YORK REPAIRS

### > NJ TRANSIT SERVICE CHANGES FOR AMTRAK SUMMER REPAIRS

In advance of the upcoming Amtrak track work at Penn Station New York (PSNY) during July and August, NJ TRANSIT has published new weekday rail schedules to assist customers in navigating the service changes and making their travel plans.

Printable versions of the timetables can be found at a new dedicated information portal at [njtransit.com/theupdate](http://njtransit.com/theupdate) after 12 p.m. June 9, 2017. Weekend service will not be impacted.

To accommodate Amtrak's track repairs in July and August at PSNY, NJ TRANSIT must implement service changes weekdays only between Monday, July 10<sup>th</sup> and Friday, September 1<sup>st</sup>. NJ TRANSIT is strongly advising customers on all modes of transportation to remain aware of the status of the system by signing up for My Transit alerts, monitoring Twitter (@NJTRANSIT) and the website [njtransit.com/theupdate](http://njtransit.com/theupdate).

"More than 80 percent of NJ TRANSIT customers travel over a portion of Amtrak's Northeast Corridor at some point during their trip, so in essence, they are customers of Amtrak as well," said NJ TRANSIT Executive Director Steven H. Santoro. "In developing this service plan, the safety of every customer was the top priority. Not only is this plan the safest, but it maintains the maximum number of seats across the rail system."

### > NJ TRANSIT SERVICE PLAN JULY 10<sup>TH</sup>- SEPTEMBER 1<sup>ST</sup>

The following service plan will be in place weekdays from July 10<sup>th</sup> through September 1<sup>st</sup>. **All Morris & Essex Lines (M&E) customers should check the new schedules for train times and station stops as changes have been made.**

- Midtown Direct trains on the Morristown Line scheduled to arrive in PSNY after 7:00 a.m. will be diverted to Hoboken for the rest of the service day. **Important Note: Customers traveling into New York on four early morning Midtown Direct trains will not have return service in the p.m.; they should travel to Hoboken to access westbound M&E trains.**
- The four Morris & Essex Lines Midtown Direct trains are:
  - 6602, the 5:44 a.m. arrival at Penn Station New York
  - 6604, the 6:29 a.m. arrival at Penn Station New York

- 6696, the 6:54 a.m. arrival at Penn Station New York
- 6306, the 6:58 a.m. arrival at Penn Station New York
- Midtown Direct trains on the Gladstone Branch will be diverted to/from Hoboken.
- Midtown Direct trains on the Montclair-Boonton Line will operate on regular weekday schedules with minor time changes to/from PSNY. Montclair-Boonton Line Midtown Direct trains will not stop at Broad Street Station during peak hours. **Note: All Montclair-Boonton Line customers should check the schedules as station stops may have changed.**
- All Northeast Corridor and North Jersey Coast Line trains to PSNY will operate on regular weekday schedules with minor time changes to/from PSNY.
  - Hoboken-bound North Jersey Coast Line trains will terminate at Newark Penn Station. **Note: Customers can utilize rail service to Secaucus and transfer to Hoboken-bound trains. Hoboken tickets will be honored at Secaucus. See gate agent upon arrival.**
- Raritan Valley Line trains will operate on regular weekday schedules with minor adjustments.
- Main/Bergen, Pascack Valley and Port Jervis Lines will operate on regular weekday schedules, however, connecting PATH trains at Hoboken Terminal may be different.
- Atlantic City Line will operate on regular weekday schedules.

## > SUMMER SERVICE AT A GLANCE

Rail Line	Summer Service Destination
Midtown Direct Morristown Line	HOBOKEN (except trains scheduled to arrive in PSNY before 7:00 a.m.)
Midtown Direct Gladstone Branch	HOBOKEN
Midtown Direct Montclair-Boonton	PSNY
Northeast Corridor	PSNY with minor time changes
North Jersey Coast Line	PSNY with minor time changes Hoboken-bound NJCL trains will terminate at Newark Penn Station
Raritan Valley	Regular weekday service with minor adjustments
Main/Bergen, Pascack Valley, Port Jervis	Regular weekday service with different connections
Atlantic City	Regular weekday service

## > TICKETING/FARE DISCOUNTS FOR M&E CUSTOMERS

M&E Midtown Direct customers will receive up to a 63 percent discount off their regular New York fare, and will be able to utilize cross-honoring in Hoboken and alternates described below. **M&E Midtown Direct customers should purchase a Hoboken destination ticket for July and August.** This discount will be based on the origin and the destination of the M&E customer's travel. One-Way, Round-Trip, Ten-Trip and Reduced Fare tickets purchased with the discount will have expiration dates of September 1<sup>st</sup> and will not be valid for travel beginning September 2<sup>nd</sup>.

- Sale Dates
  - Monthly passes with the discount will be available for purchase beginning June 19.
  - Weekly passes with the discount will be available for purchase beginning June 29.

- One-Way/Round-Trip/Ten-Trip/Reduced Fare tickets with the discount will be available for purchase beginning July 9.
- Tickets will be available at all points of purchase including Ticket Vending Machines (TVMs), Ticket Offices and the *MyTix* feature on NJ TRANSIT's mobile app.
- Customers purchasing monthly rail passes to Hoboken will be able to use those passes to/from PSNY from July 1<sup>st</sup> -July 9<sup>th</sup>.
- Customers traveling to Penn Station New York between July 1<sup>st</sup> – July 9<sup>th</sup> with One-Way/Round-Trip/Ten-Trip/Reduced Fare tickets must purchase tickets with PSNY as the final destination.
- Customers with Hoboken passes and tickets will be able to use those passes and tickets on the four early morning M&E trains operating to PSNY on weekdays in July and August.
- Customers with Hoboken monthly/weekly passes will be able to use those passes on M&E trains to/from PSNY on weekends in July and August.
- Customers traveling on the weekends with a One-Way or Reduced Fare ticket must purchase tickets with PSNY as the final destination.
- Discounted M&E rail tickets and passes will not be valid for travel on other rail lines including Northeast Corridor, North Jersey Coast Line, Raritan Valley Line, Montclair-Boonton Line, Main/Bergen County Line, Port Jervis Line, Pascack Valley Line or the Atlantic City Line.

## > CROSS-HONORING OPTIONS

### At Hoboken:

- All NY Waterway Ferry routes to/from Hoboken Terminal including the special ferry service between Hoboken Terminal and W. 39<sup>th</sup> St. Ferry Terminal in midtown Manhattan. **Note: Cross-honoring on NY Waterway ferries will be to/from Hoboken Terminal only.**
- PATH at **Hoboken, 33<sup>rd</sup> Street and World Trade Center only.**
- NJ TRANSIT's 126 bus to/from PABT.

These options will provide access to/from New York City for M&E customers opting to purchase tickets/passes with Hoboken as final destination.

### At Newark Broad St:

- Newark Light Rail to Newark Penn Station to access NEC, NJCL and RVL rail service to PSNY. **Note: Cross-honoring is available on Newark Light Rail, however, once at Newark Penn Station a New York rail ticket/pass will be required for travel to/from Newark Penn Station to PSNY. Tickets/passes to Hoboken will not be valid into PSNY.**
- Contracted private bus carrier express bus service from Newark Broad Street to PABT. This option will provide access to New York City for M&E customers opting to purchase tickets/passes with Hoboken as the final destination. **\*\*This is only AM service.**

### NJ TRANSIT and Private Bus Carriers:

- M&E rail tickets/passes will be cross-honored on regularly scheduled NJ TRANSIT bus service and private carriers including DeCamp, Lakeland and Community Coach. **Note: Private carrier busing to PABT will cross-honor rail tickets/passes with Hoboken as the final destination.**



## > ENHANCED FERRY SERVICE

- Beginning at 7:00 a.m. through 10:00 a.m., NY Waterway Ferry will operate special service from Hoboken Terminal to W. 39<sup>th</sup> St. in Midtown Manhattan every 15 minutes. This special service will also operate in the afternoon peak hours between 4:00 p.m. (W. 39<sup>th</sup> St. Manhattan) and 8:00 p.m. All of these trips will accept NJ TRANSIT tickets and passes to/from Hoboken.

## > ENHANCED NJ TRANSIT BUS SERVICE

- NJ TRANSIT will enhance peak period bus service on three key lines, bus routes 107, 108 and 126.
- NJ TRANSIT will have additional buses on standby to provide supplemental service from the South Orange train station bus stop located on Sloan Street between Second and Third streets with express service to PABT should overcrowding arise on the 107 route.
- NJ TRANSIT will maintain additional buses on standby at Newark Penn Station to accommodate increased demand on the 108 line as needed.
- NJ TRANSIT will add additional service on the 126 line from Hoboken to PABT with the focus on midpoint stops between 9<sup>th</sup> and 19<sup>th</sup> streets traveling toward PABT, and maintain additional buses on standby to accommodate times of increased demand.
- NJ TRANSIT has contracted with private bus carriers to provide supplemental bus service from Newark Broad St. rail station, boarding at University Ave., with express service to PABT as demand warrants. This service will only operate during the AM peak period (from 6 a.m. to 10 a.m.)

## > ENHANCED NJ TRANSIT LIGHT RAIL SERVICE

- Newark Light Rail service will increase the number of trips between Broad Street Station and Newark Penn Station to provide a 10 minute frequency instead of the current 15 minute frequency between 6:30 – 9:30 a.m. and between 3:30 – 8:00 p.m.

## > WEBSITE AND TRAVEL INFORMATION

NJ TRANSIT will provide updated information as new details become available at [njtransit.com/theupdate](http://njtransit.com/theupdate).

Information on NJ TRANSIT's website is available in multiple languages using Google Translate. To use a language other than English, click on "Translate This Site" at the lower right corner of the homepage and click on the language of your choice.

Customers may also access NJ TRANSIT's Twitter feed at @NJTRANSIT or listen to broadcast traffic reports. Additionally, NJ TRANSIT will provide the most current service information via the My Transit alert system [njtransit.com/mytransit](http://njtransit.com/mytransit), which delivers travel advisories for your specific trip to your cell phone. Service information is also available by calling (973) 275-5555.

Allow additional time for travel and parking. Service and parking spaces will be limited and will fill up quickly. Expect overcrowded conditions and delays. Customers who have travel time flexibility should consider off-peak travel.



[njtransit.com/theupdate](http://njtransit.com/theupdate)



## > TRAVEL TIPS

- Check [njtransit.com/theupdate](https://njtransit.com/theupdate) or news media before starting your trip for service advisories or alerts that may affect your trip.
- Download NJ TRANSIT's Mobile App for easy access to service information and advisories, ticket purchases via MyTix, real-time train departure status through DepartureVision, real-time or scheduled bus arrivals through MyBus, and other features to assist you during your commute.
- Stay connected during your commute through Facebook, Twitter, Instagram and YouTube. Search for rail, bus or light rail-specific Twitter accounts for the best information. While we make every effort to respond to comments posted on our social media channels, we recommend that you contact our Customer Service team directly with critical or time-sensitive issues.
  - Twitter: @NJTRANSIT
  - Facebook: [facebook.com/NJTRANSIT](https://facebook.com/NJTRANSIT)
  - YouTube Channel: [TheNewJerseyTransit](https://www.youtube.com/channel/UCqWz8v8v8v8v8v8v8v8v8v8)
- If you will be altering your travel pattern during this time, you may want to update your travel alert preferences in your My Transit account. If you do not have a My Transit account and are a frequent traveler on NJ TRANSIT, sign up to receive alerts at [njtransit.com/mytransit](https://njtransit.com/mytransit).
- Allow additional time to make connections with NY Waterway, PATH, bus and light rail services to reach your destination.
- Purchase round-trip tickets prior to boarding trains, buses or light rail vehicles to speed up your return trip. Tickets are available at ticket vending machines and ticket agent locations at major terminals and stations, as well as through the MyTix feature on NJ TRANSIT's Mobile App. For more information on MyTix and to set up an account, visit [njtransit.com/mytix](https://njtransit.com/mytix).
- If you plan to travel on a bus and do not have a ticket that will be cross-honored, be aware that no bills over \$20 are accepted on full-service bus routes and exact change is appreciated. Certain bus routes require the exact fare. Bus operators on those routes do not carry money and cannot make change. Bus routes 107, 108 and 126, popular routes providing enhanced service to New York during the track repair project, are all exact fare lines. For specific fare information on buses, use the Trip Planner feature on our homepage.
- Keep luggage and extra carry-on items to a minimum. Rail, bus and light rail vehicles will have increased ridership and every bit of space counts.
- You can provide feedback to us regarding your travel experience through our Contact Us feature on [njtransit.com](https://njtransit.com) and our mobile app or call Customer Service at (973) 275-5555.
- NJ TRANSIT's website is translatable in multiple languages. To use this feature, click on "Translate this Site" located in the lower right corner of our homepage.

## > TICKETING

**Morris & Essex Lines customers -- tickets can also be purchased at the following stations through ticket agents:**

Lyons Station	5:05 a.m. – 1:05 p.m.
Dover Station	5:00 a.m. – 1:00 p.m.
Morristown Station	6:00 a.m. – 1:30 p.m.
Convent Station	6:00 a.m. – 1:30 p.m.
Madison Station	6:00 a.m. – 9:30 a.m.
Chatham Station	6:00 a.m. – 9:30 a.m.
Summit Station	6:00 a.m. – 8:00 p.m.
Short Hills Station	5:45 a.m. – 1:15 p.m.
Milburn Station	6:00 a.m. – 1:30 a.m.
Maplewood Station	6:00 a.m. – 1:30 p.m.
South Orange Station	6:00 a.m. – 1:30 p.m.
Orange Station	6:00 a.m. – 9:30 a.m.
Brick Church Station	5:00 a.m. – 1:00 p.m.
Newark Broad Street Station	6:00 a.m. – 9:30 a.m.

LACKAWANNA COALITION  
Box 283  
Millburn, N.J. 07041  
[www.lackawannacoalition.org](http://www.lackawannacoalition.org)

# SPECIAL ALERT!

## REPORT TO OUR COMMUNITIES

NEW JERSEY TRANSIT WILL SEND MOST OF YOUR COMMUNITY'S RIDERS TO HOBOKEN  
INSTEAD OF PENN STATION, NEW YORK DURING JULY AND AUGUST

WE CAN HELP YOU MINIMIZE THE INCONVENIENCE THAT YOUR CONSTITUENTS WILL  
SUFFER THIS SUMMER!

WE MUST WORK TOGETHER NOW!

We at the Lackawanna Coalition have learned, and you probably have, too, that New Jersey Transit plans to cancel most Morris & Essex Line trains that currently go to or from Penn Station, New York on weekdays. They will be sent to Hoboken instead, and that means your constituents will be saddled with the inconvenience of taking PATH trains, ferries or buses to get to Manhattan.

I was at the legislative hearing in Newark last Wednesday, when several mayors from our communities blasted NJ Transit management for requiring M&E riders to suffer this inconvenience, while riders on other lines will continue to enjoy their usual service into Penn Station. They also criticized the same managers for not showing them appropriate respect when they arrived at NJT headquarters to find a scheduled meeting apparently canceled without notice.

We agree completely, and we want to help you to make the coming summer more tolerable for your constituents who take the train. We are familiar with NJ Transit's operations and their policies. We know what can be done to lessen the pain for your riders this summer, and we are prepared to work with you toward pushing NJ Transit to implement those measures.

### WHAT SHOULD NJ TRANSIT DO TO LESSEN THE INCONVENIENCE?

NJ Transit does not need to send every weekday train to Hoboken. They can still send some to Penn Station. More than that, NJ Transit can take measures to ensure that the summer will be as painless as possible for your residents.

First, run more trains into Penn Station.

We learned some important facts at the legislative hearing. NJ Transit is willing to run the earliest trains of the day into Penn Station. Those are the three that arrive before 7:00 in the morning. We also learned that Penn Station can still accommodate 15 trains per hour. That is only a few less than the number that now run during peak-commuting hours. There is enough room at Penn Station to run M&E trains there after 9:00, so the morning forced-commute through Hoboken only needs to last



from 7:00 until 9:00. There is even room for a few more trains before 7:00 and after 9:00, so more riders can get to Penn Station if the line is scheduled correctly. The same holds true in the afternoon peak. There is no need to send every train out from Hoboken except between 4:30 and 6:30. Mid-day and evening trains can continue operating into Penn Station, as they have for the past 21 years.

Second, create a better schedule to shorten the time required for the track work.

Amtrak owns Penn Station and must perform track work to bring the station tracks back to a state of good repair. Nobody wants to see more of the constant delays that have plagued our line since the middle of March. But the work is scheduled to take from July 10<sup>th</sup> through September 1<sup>st</sup>. This is too long. Help us to call for Amtrak to push the track-work program, so it will be completed in August.

Third, make sure all riders get a discounted fare.

NJ Transit has promised discounts on monthly passes of up to 63% off the regular Morris & Essex Line fares for July and August. They have said nothing about discounted fares for single-trip riders, who also suffer the same inconvenience. All riders will be inconvenienced and deserve a break.

We can help you fight these battles. We know NJ Transit, its managers and its operations well. We have the specialized knowledge of the railroad that can help you, as elected officials, to make the most of the prestige your office gives you. Together, we can make a difference for your constituents who take the train, especially the commuters in your community. We can serve as your "expert advisers" when you meet with NJ Transit managers, and at other times, too. We urge your community to join the Lackawanna Coalition if it have not already. If your town is already a member, thank you for your confidence and partnership. If not, dues are only \$150 per year for municipalities and \$250 for counties. We will help every community, of course, but we welcome your long-term membership as we work together for continued improvements and communication with NJ Transit.

### WE ARE CAMPAIGNING FOR YOU, AND WE ARE WINNING!

In the fall of 2015, when NJ Transit eliminated the last trains on several routes, we fought the elimination of the last outbound trains from New York to Dover and Hoboken to Gladstone, as well as the last inbound train from Dover. We campaigned hard, among you town leaders and in the media, and we got back some of the time that NJ Transit had taken away. The last trains to Dover and Gladstone now run later than they had under NJT's service elimination, and the 11:30 train from Dover to Hoboken was restored.

Nobody else fought against those cuts, and nobody else won any concessions from NJ Transit. We are now campaigning among legislators for the repeal of the new statute that gives NJ Transit the authority to eliminate service in secret. This is part of the agency's secrecy campaign that has affected some of you personally.

### THERE IS NO TIME TO LOSE!

New Jersey Transit is about to announce and implement the program that will inconvenience your constituents this summer. Please contact us at [info@lackawannacoalition.org](mailto:info@lackawannacoalition.org) or call me personally at (973) 715-5626, so we can begin to help you. You must act now, or it may be too late!



DAVID PETER ALAN, Chair

Dated: June 5, 2017

**COOPERATION AGREEMENT BETWEEN  
THE COUNTY OF ESSEX AND CERTAIN MUNICIPALITIES  
FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES**

THIS COOPERATION AGREEMENT (“Agreement”), dated this 1st day of September, 2017, by and between the County of Essex, a body politic and corporate of the State of New Jersey (“County”), and the \_\_\_\_\_, a municipal corporation of the State of New Jersey (“Municipality”).

WHEREAS Title I of the Housing and Community Development Act of 1974 provides for substantial federal funds being made to certain urban counties for use therein through the Community Development Block Grant (“CDBG”) Entitlement Program, and

WHEREAS the Emergency Shelter Grants program (“ESG”) provided through Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act permits for substantial federal funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living; 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 Interlocal Services Act (N.J.S.A. 40:8A-1 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 and Municipality as follows:

- A. This agreement covers activities to be carried out with annual CDBG (and where applicable, HOME and ESG) funds from Federal fiscal years 2018, 2019, and 2020 appropriations, and for successive three (3) year periods, as provided in the Housing and Community Development Act and until terminated.
- B. 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 establish urban counties under Title I of the Housing and Community Development Act, the CDBG Entitlement Program, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (“NAHA”), the HOME Program, to undertake or assist in undertaking such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal CDBG funds received by the County shall be for such functions as water and

sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Federal HOME funds received by the County shall be for such functions that expand the supply of decent, affordable housing for low and moderate-income families. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, 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 it 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) Responsibilities of Participating Municipality: The execution of this Agreement by the appropriate officials of the participating Municipality signifies that the Municipality 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 County's CDBG Program; and
  - (2) May receive a formula allocation under the HOME Program only through the County's urban county allocation. Thus, even if the County does not receive a HOME formula allocation, the participating municipality cannot form a HOME consortium with other local governments; and
  - (3) May receive a formula allocation under the ESG Program only through the urban county.
- c) Establishment of Committee: There is hereby established a cooperative CDBG Committee, consisting of two (2) representatives from each participating Municipality and two (2) representatives of the County, each to be appointed for one year periods coinciding with the calendar year. The governing body and the chief executive of each participating agency shall make one (1) appointment each.
- d) Responsibilities of Committee
- (1) The Committee shall take formal action only upon two-thirds vote of the full membership thereof.

- (2) With the concurrence of the Board of Chosen Freeholders an Administrative Liaison Officer shall be designated. He/She shall be an employee of the County. He shall within the limits of resources available, provide technical and administrative support to the CDBG Committee, and shall provide liaison between the CDBG Committee and the Board of Chosen Freeholders.
- (3) The CDBG 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 CDBG 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 CDBG funds available to the County government. It shall recommend to the Board of Chosen Freeholders an application for participation in Federal funding, and towards that end it shall, in the manner herein prescribed, be authorized to develop a 5-year Consolidated Plan for the County, including a housing assistance program, and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the CDBG Program.
- (5) The CDBG Committee shall develop, in full consultation with the county planning board and all affected agencies of the local governments involved, priorities for actual utilization of such funds as are made available from the Federal Government under this Title. The CDBG 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 the CDBG Committee, and the Municipality in which the activity or function is to take place, pursuant to the provisions of the Interlocal Services Act, or by inclusion of such information in 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 documents become part of this agreement and should be submitted to HUD with it.
- (6) Every municipality participating in the CDBG committee may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the CDBG Committee through its members of the CDBG Committee. Pursuant to 24 CFR 570.501(b), every participating municipality is subject to the same requirements applicable to subrecipients of the federal funds, including the

requirement of a written agreement set forth in 24 CFR 570.503. Pursuant to 24 CFR 570.501 and 24 CFR 570.503, the County shall enter into a written agreement with the Municipality prior to the disbursement of any funds for an approved project. No project may be undertaken or services provided in any municipality without the approval of the governing body of the municipality, which approval shall be established as provided in Subsection (5) above in addition to such other approvals as may be required by law. The Municipal approval of any projects or services shall not be a restriction or veto on the implementation of the approved Consolidated Plan. The County has final responsibility for selecting CDBG (and where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD.

2. Standards of Performance

Every Interlocal Service Agreement established pursuant to this agreement shall contain standards of performance as required by the Interlocal Services Act and by the Housing and Community Development Act. Annually, a report shall be prepared by 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.

3. 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 recommendations of the Committee, subject to any modifications 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 Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the committee, the county government, nor any participating local government may expend 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 except as may be mutually agreed in a lawful manner.

4. Duration of Contract and Automatic Renewal

The term of this Agreement shall be for three (3) years commencing on September 1, 2017, and extend through the federal fiscal years 2018-2020, which ends August 30, 2020, unless an earlier date of termination is fixed by the HUD pursuant to law.

This Agreement will be automatically renewed for participation in successive three (3) year qualification periods, unless either the County or Municipality provide written notice to the other party that it elects not to participate in the next three (3) year period. By no later than May 16th of the final year of the three (3) year ongoing program, the County will notify the participating Municipality, in writing, of its decision not to participate in the next qualification period. By no later than June 20<sup>th</sup> of the final year of the ongoing three (3) year program, the municipality shall provide written notice to the Newark Area Office of HUD and the County of its decision not to participate in the next qualification period. The determination not to participate by either party shall remain in effect for the next three (3) successive years. In no case may the Municipality drop out of an ongoing three (3) year program except as a result of HUD action.

The County and Municipality shall adopt any amendment to this Agreement incorporating changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for any subsequent three (3) year qualification period, and to submit such amendment to HUD at the time of such automatic renewal and if the consortium's membership has changed, the state certification required under 24 CFR 92.101(a)(2)(i), and that such failure to comply will void the automatic renewal for such qualification period.

The terms of this Agreement shall remain in effect until CDBG (HOME and ESG where applicable) funds and program income received with respect to eligible activities carried out during the three (3) year period and each successive qualification period for which the agreement is renewed are expended and funded activities completed.

5. Designation of Administrative Liaison Officer

The Administrative Liaison Officer selected pursuant to section B 1 (d) (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.

C. Qualification as Urban County

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 municipality will cooperate with the county by undertaking or assisting in the undertaking of essential community development and lower-income housing assistance activities specifically including community renewal and publicly assisted housing as set forth in the application filed. The Municipality and the County will take all required actions to comply 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, 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. This Agreement shall be effective only when sufficient municipalities have signed the Agreement so that a population of 200,000 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 do meet these criteria should not sign the Agreement within the time period set forth by HUD, the Freeholder Director shall so notify all signatories and the Agreement shall thereupon be null and void. 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 take the full responsibility and assume all obligations of an applicant under the federal Act. The County shall have final responsibility for selecting activities and annually filing final statements, including the Consolidated Plan, with HUD.

Agreement As to Specific Activities

1. Specific Activities

Attached hereto and made a part of this agreement between the County of Essex and certain municipalities are exhibits, which set forth the specific activities for each and

every municipality, participating in the program. In particular each of these exhibits describe:

- a. community development needs;
- b. long-term community development objectives;
- c. short-term community development objectives
- d. a program for community development activities to be undertaken by and/or on behalf of the local unit and within a year of related and official approval of the current application by HUD for CDBG funds; and,
- e. community development cost estimates and related budget for the current year program;
- f. a survey of housing conditions;
- g. housing assistance needs of lower income households;
- h. annual and three (3) year goals for housing assistance; and,
- i. The general location of lower income housing, as applicable.

The County will prepare the application for the above activities and assist in the administration thereof.

## 2. Identification of Participants and Authorized Officials

The chief executive officers of the participating municipalities and as identified in the attached exhibits shall bear responsibility for compliance with the proper implementation of the activities in their respective municipalities and as described herein.

Full ultimate responsibility for compliance with the proper implementation of the activities described herein rests with the applicant, the County of Essex, New Jersey. For purposes of this agreement, the Freeholder Director represents the County.

## 3. Fund Transmittal Procedures and Standards

The means of paying for a local project and transmitting the funds from the Federal Government under the applicable Title of the Housing and Community Development Act of 1974 through the Trust Account created pursuant to N.J.S.A. 40A:4-39 to the local governing bodies shall be as follows:



- a. The local governing body shall provide for any and all legal budgetary appropriations, together with all appropriations which are to be made by rider as shall be available through the Trust Account as herein above mentioned.
- b. After the appropriations have been provided for the local body shall, in accordance with the Public Contract Law, prepare the necessary plans and specifications for the local project and secure bids pursuant to the statute. It shall in all respects comply with the statutory laws of the State of New Jersey for public improvements.
- c. The Clerk of the Municipality shall certify to the County Board of Chosen Freeholders compliance with Paragraphs a and b hereof, and submit all proofs of compliance therewith including Affidavits of Publication, Minutes of receipt of bids and awards.
- d. Any and all contracts for any project shall be between the local unit and the contractor or sub-contractors, as the case may be, in accordance with the Public Contract law.
- e. Any and all payments in pursuance of the contract entered into under Paragraph d shall be made by and through the treasure of the local body and the source of funds thereunder shall be as follows:
  - (1.) Those payments first to be made by the treasurer of the local body shall be from funds derived or secured through the bonding ordinances or bond anticipation notes or appropriations authorized issued by the local body to the full extent of said appropriations.
  - (2.) Prior to the delivery of the funds by the County Treasurer to the local body the local treasurer shall submit a schedule of all payments heretofore made by the local treasurer to the contractor or contractors working on said project together with copies of the certification of the architect setting forth that said work had been completed and that said contractors were entitled to said payment which schedules and certification shall be submitted to the County Administrator for his examination and verification.
  - (3.) Thereafter the payment of funds by the treasurer of the local body shall be from those funds secured and held in the Trust Account pursuant to N.J.S.A. 40A:4-39. Payments from said Trust Account shall be made upon written request from the treasurer of the local body on a regular County voucher to the County Treasurer at least one week prior to date of payment. The County Treasurer shall thereafter secure the necessary funds for said Trust Account, in accordance with a request

on a letter of credit and shall forthwith deliver said funds to the treasurer of the local unit.

4. Standards of Performance

County and all other cooperating cities shall 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, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Use of urban county funds for activities in, or in support of, any cooperating city 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 shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. County, City, all other cooperating cities, metropolitan cities, urban counties, units of general local government, Indian tribes, and insular areas that directly or indirectly receive funds provided under Title I of the Housing and Community Development Act of 1974, as amended, may not sell, trade, or otherwise transfer all or any portion of such funds to another such entity 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.

5. Time Period

The activities covered by this Agreement shall commence immediately after date of execution of this Agreement by and/or behalf of the participating Municipality. These activities shall be completed within a year from the date of the related and official HUD approval of the current year application for CDBG funds.

6. Availability of Records for Audit

The participating municipalities and the County shall maintain and share between themselves and the CDBG Committee all the necessary and sufficient records for review and audit that pertain to the implementation of the activities described herein, and as required by HUD.

7. Activities Subject to Review

Each activity, as described herein, is subject to review by the CDBG Committee and to any action that the Board of Chosen Freeholders of the County may take that is, in its discretion, necessary to the proper administration of this program.

8. Arbitration

Arbitration of all questions in dispute under this Agreement shall be at the choice of either party hereto and shall be in accordance with the provisions, then obtaining, of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration laws, and judgment upon the award may be entered, in the Court of the Forum, State or Federal, having jurisdiction. The laws of the State of New Jersey are deemed to govern this contract. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

D. Prohibitions on Funding

No urban county funding shall be provided for activities in or in support of any participating municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

E. Municipality's Policies Relative to Civil Rights Demonstrations

The execution of this Agreement by the appropriate officials of the participating municipality signifies that the municipality has adopted and is enforcing the following policies:

1. A policy prohibiting the use of excessive force by law enforcement agencies within the 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 its jurisdiction.

F. Non-Trade Clause

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.