

Responses to Issues Raised by a West Point Resident

The Garrison Commander received a request from a West Point resident for answers to several questions. The Garrison Commander's response to that request follows:

1. West Point Housing LLC is the partnership formed between the Army and Balfour Beatty Communities. Balfour Beatty Communities is the Managing Partner for the LLC. As such, it is responsible for all aspects of the project. West Point and the local Balfour Beatty staff are working together to improve the housing for residents of West Point. Balfour Beatty seeks West Point input on most issues.

2. Questions:

a. Is it still true as it states on the letter placed in our mailbox by Balfour Beatty, that our houses are scheduled to begin being demolished in July and that Balfour Beatty wants to relocate us prior to July 2009?

Ans: Balfour Beatty plans to begin demolition of vacant units in July. They expect demolition to be accomplished in the July – September timeframe.

b. All Stony I residents signed leases that stipulate that Balfour Beatty is entitled to 4 Days rent (approx. \$330) as "Liquidation Damages" if the renter voluntarily terminates the lease before the one year contract has ended. There is no provision in the lease that provides for early termination of the lease by Balfour Beatty for any purpose other than violation of the terms set forth in the contract.

We have not violated the terms of our lease.

How can Balfour Beatty kick us out of this house before the one year contract ends without breaching this contract?

What does Balfour Beatty owe us if they terminate the lease early?

Ans: Balfour Beatty will only terminate leases on a voluntary basis. If a resident chooses to stay until the end of their lease, he/she may do so.

c. The only costs being covered in this move are the move itself and hookup fees. As a renter with a one year lease, the Concerned Residents of Stony I respectfully request in writing that Balfour Beatty address the costs/expenses (similar to "liquidation damages") that will be provided in the event of *a forced move at the convenience of Balfour Beatty.*

1) The Joint Federal Travel regulation stipulates that service members will receive partial DLA in the event of a move from government quarters to government quarters at the convenience of the government.

2) However, because all West Point housing has been recently been privatized service members are not entitled to DLA because Stony I housing is now considered private housing. Is that correct?

3) It is our understanding that we will have to pay for our own childcare during the packing day, loading day and unloading day, additional food costs while our kitchen is inop, and any other costs associated with moving into a new home that has a different number and size of windows/rooms/storage areas etc. Is that correct?

Ans: The Joint Federal Travel Regulation does state that a partial DLA is not authorized for moves between one privatized residence and another residence. I requested an exception to

that provision (copy attached). The justification for the request includes covering incidental costs associated with moving such as meals, pets, and childcare.

d. It is our understanding that we will have to pay for our own temporary lodging during the extent of packing, moving, and unloading time. Is that correct?

Ans: The partnership will provide temporary lodging for residents on a case by case basis if needed. To date, 20 Families have been moved because of renovations or for maintenance problems. None have required temporary lodging during their move.

e. CSM McNeirney informed us that we cannot access or add to our permanent storage that the government stored for us even if our new quarters cannot handle the household goods that our current house can store despite that fact that it will force us to either sell these items or pay for storage for the last year we are here. Is that correct?

Ans: 1) Current items in storage – Service Members are authorized, at no cost, one partial and one full delivery of all items in Non-temporary Storage (NTS).

2) Storage of excess items – West Point is working with IMCOM to determine the entitlement and our authority to support. **NOTE: On 17 February 2009, IMCOM notified West Point that residents are authorized NTS if household goods will not fit into new quarters.**

f. We do not know when each family will be moved exactly, only that by late March there will be a list generated determining who will be moved first. If we do not like the house being offered to us by Balfour Beatty, we will go to the end of the waiting list. If we do not find that any the houses provide suitable living conditions that meet family needs, we can choose to move off post and live in private housing using our BAH. However, if we choose to move off post, will Balfour Beatty be required to pay the mover's fees and/or hookup fees?

Ans: The partnership will pay moving costs for a local off-post move if the resident is being forced to relocate.

g. If we choose to move off post because of unavailable/unsuitable/substandard housing, will our children be allowed to continue to attend West Point Elementary?

Ans: This information comes from the New York/Virginia School District.

- In accordance with DoD Instruction 1342.16, dependents residing off base may be eligible to attend the WP schools if the sponsor is issued a letter from the Balfour Beatty Corporation confirming on-base housing will be available within 90 school days. At the request of the Garrison Commander, based on the housing construction efforts underway, the DDESS Director approved an additional 90-days (i.e., 180 school days, total).
 - This applies ONLY to families new to WP that request housing upon arrival and cannot be accommodated immediately AND to families who are displaced based on the housing construction project who cannot be offered other on-base housing.
 - This does NOT apply to families currently residing off-base that have either never lived on post or that have moved into off-base housing voluntarily.
 - A dependent who was residing in on-base housing on the first day of the school year (and otherwise eligible to attend DDESS schools) may complete the school year.
 - A student who was enrolled on the basis of his/her sponsor having a 180-day letter whose sponsor either removes his/her name from the waiting list or declines housing may be disenrolled immediately. Please note that parents must provide their transportation to and from the West Point schools.
 - POC is Mr. Gary Gerstner, Asst Supt of NY/VA/PR school district, telephone 703 784-2319.
- NOTE: 180-days equals one school year.

h. There appears to be no mechanism, short of filing suit in New York courts (under NY State Tenant Law applicable in this case), to hold Balfour Beatty accountable if we aren't satisfied with the quarters/maintenance or execution of the landlord/tenant contract (one year lease), or believe that Balfour Beatty contract bargaining is unreasonable and does not represent fair bargaining for the service member. Is this correct?

Ans: Residents who are not satisfied with Balfour Beatty's responses to complaints should address them to the Garrison Chain of Command. First contact the RCI office (Mike Colacicco, x5948 or Michael.Colacicco@usma.edu or Eileen Kaczkin, x2500 or Eileen.Kaczkin@usma.edu). If the issue is not resolved by them, please contact someone in the GC's office – Mr. Plumley, CSM McNeirney, or me.

i. When informed of the demolition and building plan in October 2008, some of us have said that we were ready to move. We were denied that request in a public meeting on or about 15 October 2008 because a Balfour Beatty representative stated that "they needed maximize the number of houses they have being rented at any given time" or words to that effect. We continued to ask to be moved earlier than the summer and were consistently denied that opportunity despite the presence of available and suitable housing. Instead these houses were filled and continue to be filled by incoming personnel.

We are only going to be moved when it conveniences Balfour Beatty. How can they justify moving new people on-post now, even into Stony I, when they have families who are going to be displaced very soon and are more than willing to move now? I have counted (these are just ones I have SEEN) 5 families moving into Stony I/New Brick this winter already. Why aren't we being moved now if there is available housing?

Ans: I understand your position. If Stony I Phase I Families moved early to vacant houses, an inbound Family would either have to live off-post or move into a Stony I house that is scheduled for demolition. Current Stony I Families know that they will be relocated to other housing on West Point that meets their grade and bedroom requirement. This policy takes care of an Army Family without housing while protecting the housing needs of Families being forced to relocate.

j. Balfour Beatty has never shown us their policy for how they place families in homes. For example, the Army gave us their policy memorandum as to how they would conduct every aspect of the housing draw and similarly, at other posts, their waiting list policies are transparent.

Can we have a written response from Balfour Beatty stating their policies as to who is allowed to get housing when, what types of people are authorized housing etc.? This should include full disclosure about Balfour Beatty housing placement policies concerning ODIA coaches, DODDS employees, non-military staff and faculty, Balfour Beatty employees and military personnel.

Ans: The waiting list procedures for housing are posted in the Community Management office in building 132 (copy attached). The priority for housing is set by the Ground Lease between West Point Housing LLC and the Army (copy of the relevant section is attached). The process for the assignment of officers is modified for the May – August period. The process that will be used for this summer is attached. For Stony I residents and residents being forced to move because of renovations, the key factor is that they will be offered housing before inbound personnel.

k. Why is it that a CPT who moved into Stony I before any announcements that the houses would be demolished and is now being forced to move, could be placed lower on the OML than a MAJ who has chosen to move into Stony I with full knowledge of the impending move? When we moved here in the summer of 2007, we asked to live off-post but were denied. Now people are moving into Stony I knowing full well that they will have to be relocated, and are in many instances taking a Stony I house so they increase their chance of being offered something else. Shouldn't those of us who lived here first and

didn't have a choice be given priority over people with full knowledge of the situation moving on after the demolition/relocation plan was fully disclosed?

Ans: All the residents of Stony Lonesome I need to be relocated. The partnership does not believe that how long one has lived in Stony Lonesome I should determine the priority.

COL Dan Bruno
Commander
U.S. Army Garrison West Point