

**Fort Monmouth Economic Revitalization Authority  
Board Meeting  
December 15, 2021  
Via Teleconference**

**MINUTES OF THE MEETING**

**Members of the Authority and/or Designees present via teleconference:**

- Robert W. Lucky – Vice-Chairman, Fort Monmouth Economic Revitalization Authority (FMERA) – V
- Stephen Gallo – Public Member – V
- Jay Coffey – Mayor of Oceanport – V
- Anthony Talerico – Mayor of Eatontown – V - Designee
- Tracy Buckley – Tinton Falls Borough Council President – V - Designee
- Jamera Sirmans – Associate Counsel, Governor’s Authorities Unit – V – Designee
- Dave Nuse – Executive VP, Real Estate & Community Development, NJEDA – V - Designee
- Kenneth J. Kloo – Director, Site Remediation Program, NJ Department of Environmental Protection – Designee
- William Riviere – Principal Planner, NJ Department of Transportation – Designee
- Sean Thompson – Director, Division of Local Planning Services, NJ Department of Community Affairs – Designee

V – Denotes Voting Member

**Members of the Authority not present:**

- Lillian Burry – Monmouth County Commissioner – V
- Baden Almonor – Central Regional Chief, NJ Department of Labor & Workforce Development – Designee

**Also present:**

- Bruce Steadman, FMERA Executive Director and Secretary
- Matt Reagan, Deputy Attorney General (DAG)
- FMERA staff:
  - Regina McGrade – Administrative Manager
  - Kara Kopach – Deputy Executive Director/Director of Real Estate Development
  - Sarah Giberson – Manager of Marketing & Development
  - Upendra Sapkota – Senior Project Officer – Planning & Development
  - Kristy Dantes – Director of Facilities & Infrastructure
  - Joe Fallon – Senior Environmental Officer
  - Jennifer Lepore – Accounting Manager

The meeting was called to order by Vice-Chairman Robert Lucky at 5:00p.m. who asked for a moment of silence for unity and safety in lieu of the Pledge of Allegiance to the Flag of the United States of America, given that the meeting was being held remotely by telephone.

Bruce Steadman explained the teleconference meeting protocol with regards to the Board and public’s participation. He stated that the December Board meeting was being held remotely, with Board, staff, and the public participating via telephone. He stated that all Board votes would be roll-call votes, for the purpose of verifying the Board members’ votes, including acceptance of the Minutes from the previous meeting. He noted that at the beginning of the Public Comment periods, he would ask members of the public who wished to make a comment or ask a question to state their name, and that he would call on each of them to make their comment or ask their question.

Mr. Steadman thanked the staff, Board members, and the public for their cooperation in accepting and following these modifications to the normal public meeting routine and noted that otherwise it was FMERA’s intention to adhere to a normal meeting agenda.

Bruce Steadman announced that in accordance with the Open Public Meetings Act, notice of the meeting and notice of the change in the meeting to a teleconference was sent to the Asbury Park Press and the Star Ledger at least 48 hours prior to the meeting, and that the meeting notice has been duly posted on the Secretary of State’s bulletin board at the State House, and the FMERA website.

The first item of business was the approval of the October 20<sup>th</sup> regular meeting minutes. A motion as made to approve the minutes by Dave Nuse and seconded by Jay Coffey.

Bruce Steadman conducted a roll call vote.

NAME	Yes	No	Abstain
Robert Lucky	X		
Steve Gallo			
Jay Coffey	X		
Anthony Talerico	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Dave Nuse	X		

Steve Gallo abstained from voting stating he was not present at the October meeting.

Motion to Approve:     DAVE NUSE                     Second:             JAY COFFEY  
 Ayes: 6

**WELCOME**

Vice-Chairman Robert Lucky welcomed attendees to the Authority’s teleconference meeting. Dr. Lucky stated that a copy of the Board package was posted to the FMERA website to give the public the opportunity to review the information in advance of the meeting. Dr. Lucky noted the protocol regarding the two opportunities for the public to address the Board, with the 3-minute limit for agenda items, and the 5-minute limit for all other FMERA business.

The Vice-Chairman continued by stating that in his role he is required to conduct an orderly meeting and complete the meeting agenda in a reasonable time period. The Vice-Chairman continued by stating that FMERA continues to welcome the public’s constructive comments and ideas.

**SECRETARY’S REPORT**

Bruce Steadman stated that the Board meetings would continue to be remote teleconference meetings until further notice. Mr. Steadman stated that the FMERA staff continues to work daily on FMERA business and are working on several projects which are still moving forward through reviews, negotiations, approvals, and other tasks. Mr. Steadman thanked the stakeholders, the Board and the FMERA staff for another great year in 2021.

**TREASURER’S REPORT**

Jennifer Lepore, Accounting Manager stated that on December 13, 2021, FMERA staff presented the Draft 2022 FMERA Budget to the Audit Committee. Based on their review, the Audit Committee recommended that the Draft 2022 FMERA be submitted to the Board for their approval at its December 15<sup>th</sup> meeting.

Ms. Lepore provided information regarding the 2021 Project Budget Results:

- Expenses are under budget for 2021 due to a reduction in carrying costs. As property sales occur, expenses such as utilities, insurance and maintenance are reduced. Also, FMERA monitors spending very closely and controls expenses to the extent possible until closings occur, and funds are available.
- 2021 revenue is under budget due to delays in property sales that were projected for the year.
- The Authority is projecting a net gain of approximately \$11.2 million for 2021.

## **PUBLIC COMMENT REGARDING BOARD AGENDA ITEMS (3 minutes re: Agenda Items)**

There was no public comment.

### **EXECUTIVE DIRECTOR'S REPORT**

1. Kristy Dantes, Director of Facilities & Infrastructure gave the following update:

- Update on Utilities and Infrastructure

The facilities, environmental, and site-maintenance team continues to operate to maintain the utility infrastructure to serve our developers, residences, and businesses. The team also handles the maintenance and inspections of the buildings.

FMERA is currently working on completing the following Deeds with the Army:

- The Group 5 Deed is in draft form at the Army level awaiting the Record of Decision from the Army Corps. of Engineers.
- The Army BRAC Office has finalized the Finding of Suitability to Lease (FOSL) for carve-out parcel 16 at the Myer Center. The Army Corp has sent FMERA a draft lease, which is under review by the team.

Other projects in process include:

- The last section of the installation of the New Jersey American Water Avenue of Memories water main is currently underway. The 600-foot section consists of a directional drill under the Mill Creek culvert. The project should be completed by January.
- Investigative work and planning with Jersey Central Power and Light continues, working towards a new electrical substation on the Main Post, and the eventual transfer of the Main Post power grid. An MOU with JC&L is under review.
- The NJDCA funded \$5.2M for the installation of the East Interceptor, pump house, and force main along Oceanport Avenue has been transferred to Two Rivers Water Reclamation Authority, and the project has been released for public bid. Proposals are due back in January, with installation commencing in Spring 2022.
- Work associated with the Army's landfill capping project is still progressing. Landfills 3, 4, 5, 18 and 25 are complete; landfill 12 is complete except for the walking trail, and 14 could be complete by month-end. Work at Landfills 2 and 8 continues. The Army Corp. anticipates field-work completion in January.
- The DCA Bureau of Fire Code Enforcement has now inspected 64 buildings on the main post. The team continues to address identified fire safety concerns and prepare a management plan.
- The NJDEP approved a Treatment Works Agreement, or TWA, for the Somerset on-site sanitary system design on the Lodging parcel. The DEP also approved the TWA for the \$5.2M Two Rivers Water Reclamation Authority project to install the east interceptor, pump station and Oceanport Avenue force main.

2. Sarah Giberson, Senior Project Officer and Manager of Marketing and Development gave an overview on property sales and RFOTPs:

FMERA continues to make good progress on the Fort's redevelopment, with about 86% of the Fort's 1,126 acres sold, under contract, in negotiations, or entering the request for proposals process. To date, FMERA has sold 31 parcels, and another 6 parcels are under contract or have Board-approved contracts.

FMERA is excited to report that the sale of Barker Circle Parcel to Trip Brooks, the developer of the Loft (formerly the Dance Hall) and the Lodging Area, to Somerset Development, perhaps best known locally for its development of Bell Works. These two transactions total \$20,100,000 in sales and will provide a minimum of roughly \$50 million in capital investment to the Fort community, however, our expectation is that the investment will likely be in excess of \$100 million. We anticipate closing on the Allison Hall Parcel in the coming weeks. As reported at our last meeting, the Howard Commons parcel is now under contract with Lennar. We look forward to seeing the property cleared and seeing the redevelopment of this large piece of property in Eatontown. Adjacent to Howard Commons, NJAW is demolishing

4 buildings to accommodate their water tank site. FMERA expects this tank will improve water pressure in the surrounding areas and serves as another piece of NJAW's infrastructure improvement initiatives.

The remainder of FMERA's projects are in various stages of development, many of which are still in the due diligence, design, and approvals phases. We look forward to the integration of additional businesses and amenities into the Fort community.

FMERA remains focused on the continued movement and progress of on-going projects at this time. With the highest and best use of the property and job creation in mind, FMERA released its Mega RFOTP, which staff believes will further our redevelopment initiatives and support the economic vitality of the region. The Mega Parcel RFOTP is seeking proposals for the redevelopment of an approximately 290-acre property spanning the Boroughs of Eatontown and Oceanport. FMERA has a strong interest in bolstering the innovation economy to create more and better jobs locally, as well as throughout the state, and to further revitalize Fort Monmouth. By supporting one or more key sectors, including but not limited to life sciences, information and high tech, clean energy, food and beverage, and film and digital media, staff believes the Fort is positioned to serve as a regional hub for one of these dynamic industries and further attract other business within and around the Fort Monmouth area. The proposal period is now open, and the proposal deadline has been extended to January 31, 2022 at 12:00pm. Potential Purchasers should be aware that this is a strict deadline. Proposals received after 12:00pm on January 31<sup>st</sup> will be automatically rejected for failure to comply with the parameters set forth in the RFOTP. This includes late delivery by UPS, FedEx, or other delivery services. Please note, that all communications regarding the Mega Parcel RFOTP, as with all of FMERA's RFOTPs, is restricted unless as otherwise detailed in Section 6 of the RFOTP. FMERA would like to further reiterate that the RFOTP process remains open and competitive to all interested parties. A formal evaluation process remains in place and all proposals will be evaluated against the included evaluation criteria once the proposal period closes.

With numerous businesses coming online and projects nearing the end of their construction, FMERA is also in the process of designing and installing Fort-wide wayfinding signage for the benefit of the public as well as those living and working on-site. We look forward to welcoming more visitors to the Fort as our community continues to expand.

FMERA staff is now back in the office full time and remains available via cell phone & email when telecommuting. We kindly ask that all visitors remain masked while on the property. Please visit our website, [www.fortmonmouthnj.com](http://www.fortmonmouthnj.com) and follow us on Instagram at @fortmonmouthnj for our latest updates.

Dr. Lucky asked of the 86% of the Fort's 1,126 acres that are sold, under contract, in negotiations, or entering the request for proposals process where the remaining 14% of acreage is located.

Mr. Steadman stated that the 14% includes Parcels 7&8, portions of the Charles Wood area, the wetlands, and undevelopable land. Mr. Steadman stated that there will not be much developable land left after the Mega Parcel development is complete.

### 3. Additional Comments by the Executive Director:

Mr. Steadman thanked the Boroughs of Eatontown, Tinton Falls, and Oceanport, and the County of Monmouth for their continued support and help on various day-to-day operating issues while FMERA continues working remotely; and noted the outstanding support and help received from our key state stakeholders: the Governor's Authorities Unit, Attorney General Office, NJEDA, DEP, the DOT, the DOL, the DCA, and many others.

Mr. Steadman noted that this would be Ken Kloo's last meeting as member of the FMERA Board, representing the NJDEP Commissioner, due to his retirement from the NJDEP effective December 31, 2021. Mr. Steadman reiterated the FMERA staff's high regards for Ken's support of the FMERA mission, his outstanding environmental-related counsel during his tenure, his excellent character and integrity, and the fact that he is just a super good guy. Mr. Steadman thanked Mr. Kloo and wished him the very best in retirement. He also noted that Diane Dow will be replacing Mr. Kloo as the DEP Commissioner's representative to the FMERA Board, drawing attention to her many years of service in various leadership assignments at the NJDEP, and her expertise in wildlife, wetlands, tidelands, planning, habitat, and related fields. On behalf of the staff, he welcomed her to the Board.

Mr Steadman reiterated portions of Kristy Dantes' report regarding the significant water, sewer, and electric projects underway at the Fort, essentially abandoning antiquated former Army systems, to the tune of millions of dollars. But this investment will provide the infrastructure to support redevelopment of the Fort property for decades to come. As you drive through the Fort you can see heavy equipment, workers, piping and other materials, and evidence of the site work and earth moving that are on-site and ongoing.

Driving through the Fort you would also see the large land areas that have been cleared, graded, covered, and planted by the Army that are the landfills. The open spaces will add welcomed green space and unobstructed views to the Fort property. Finally, we would invite you to take note of the outstanding projects that are underway from the Lennar housing project in Tinton Falls, the Suneagles Golf Course renovations, the Fitness Center, Squier Hall (home of NJCU), Barker Circle, and Fort Loft projects. These are multi-million-dollar investments that will create jobs, tax revenue, and exciting ambiance, and will pave the way for many other great projects that will be beginning in 2022. Exciting times at Fort Monmouth.

Dr. Lucky added his appreciation for Kenneth J. Kloo and his many outstanding contributions to FMERA, and that he will be missed.

Bruce Steadman gave an update on FMERA action items:

Action Items for Next Month.

- a) Continued work with the N.J. Department of Environmental Protection and U.S. Army to identify and resolve environmental issues of concern
- b) Continued meetings with interested prospective employers and investors
- c) Continued outreach to our stakeholders in the 3 host municipalities, the County and others
- d) Continued collaboration with the NJEDA Trenton Office on marketing and business development opportunities
- e) Continued work on the water, sewer, and electric system improvements.
- f) Continued drafting and revisions of documents for the 30+ projects underway.

**COMMITTEE REPORTS**

1. AUDIT COMMITTEE (ROBERT LUCKY, CHAIRMAN)

Robert Lucky stated that the Committee met on December 13<sup>th</sup> and discussed the following:

- The Committee was given a presentation by the Authority's Auditor, CliftonLarsonAllen regarding the 2021 audit.
- Discussion regarding the Draft 2022 Budget. The Draft 2022 Budget Summary illustrates the Budget based on the 2022 projected parcel sales. Five parcels are projected to be sold. The Land Costs for the parcel sales consists of payments on the Working Capital Loan due to the NJEDA, the Direct Loan due to EDA, the Army and the Homeless Fund under the terms of the EDC Agreement. The Committee reached a consensus and agreed to recommend to the Board for approval.
- Discussion regarding the Grant Agreement between FMERA and the Eatontown Sewerage Authority for the disbursement of the Coronavirus State Fiscal Recovery Funds monies for Professional Engineering Services for the design, contract administration, and inspection services for sewer improvement projects within the Eatontown section of Fort Monmouth. The Committee reached a consensus and agreed to recommend it to the Board for approval.

2. REAL ESTATE COMMITTEE (ROBERT LUCKY)

Robert Lucky stated that the Committee met on December 6<sup>th</sup> and discussed the following:

- Discussion regarding a PSA between FMERA and Parker Creek Partners, LLC for the Bowling Center Parcel. PCP notified FMERA that it no longer wishes to pursue the Redevelopment Project and does not intend to go forward with the Bowling Center. FMERA will repurchase the property and PCP will be released from its Redevelopment Obligations. FMERA and PCP have agreed that PCP would relinquish the Bowling Center to FMERA for One (\$1.00) Dollar. The Committee reviewed the request and recommended it to the Board for approval.

- Discussion regarding the 1<sup>st</sup> Amendment to the PSARA for Howard Commons. The Affordable Housing Alliance, which is the identified service provider, of the 20 permanent supportive housing units has recently identified a need for office space. Based on this requirement, FMERA and Lennar agree to amend the PSARA to provide a 150 square foot office with an adjacent bathroom within the permanent supportive housing unit build out. As part of this addition, FMERA will contribute up to \$50,000 toward this addition. The Committee reviewed the request and recommended it to the Board for approval.
- Discussion regarding the 9<sup>th</sup> Amendment to the PSA for the Chapel. The Amendment will provide for 1) an extension of the construction timeline until June 30, 2022; 2) an amended promissory note to guarantee completion of the parking lot within the June 30, 2022 completion date; and 3) an extension of the short-term license to park 115 vehicles off-site until June 30, 2022. The Committee reviewed the request and recommended it to the Board for approval.
- Closings:
  - a. Allison Hall
  - b. Eatontown Parks
- ESA Grant Agreement
- JCP&L Agreement
- 2022 Budget

### 3. ENVIRONMENTAL STAFF ADVISORY COMMITTEE (KENNETH J. KLOO, CHAIRMAN)

Kenneth J. Kloo stated that the Committee met on November 8<sup>th</sup> and discussed the following:

The meeting opened with the introduction of Diane Dow, Senior Advisor in the DEP's Office of Community and Economic Development, who will replace Kenneth Kloo as the Chair of the Committee on January 1, 2022.

Committee members were reminded that per FMERA's statute, the Authority's Environmental Staff Advisory Committee shall be the exclusive environmental commission for all land use matters and approvals within the Fort Monmouth Project Area, therefore, a public meeting is required for all Mandatory Conceptual Reviews, or MCRs.

The Public portion of the meeting was called to order at 4:35 to discuss the Mandatory Conceptual Review for the Myer Center Parcel in Tinton Falls.

Several environmental requirements were identified in the MCR for the Myer Center Parcel including:

- a Soil Erosion and Sediment Control Plan approved by the Freehold Soil Conservation District;
- a Stormwater General permit from the DEP after the Soil Erosion and Sediment Control Plan is approved;
- because the project is considered a "major development," compliance with the DEP's Stormwater Management rules; and
- because the riparian zone found along the northeast section of the property will be temporarily impacted as a result of the proposed construction of a stormwater basin, the necessary permits from the DEP prior to its construction.

Having concluded all discussion and actions relative to the MCR, the public portion of the meeting was closed at 5:40 PM.

FMERA staff provided a presentation which discussed FMERA's mission and on update on the Fort's redevelopment including sold, under contract, and RFOTP status, and other background items for Diane Dow.

### 4. HISTORICAL PRESERVATION STAFF ADVISORY COMMITTEE (JAY COFFEY, CHAIRMAN)

Jay Coffey stated that the Committee did not meet this month.

### 5. HOUSING STAFF ADVISORY COMMITTEE (SEAN THOMPSON, CHAIRPERSON)

Sean Thompson stated that the Committee did not meet this month.

6. VETERANS STAFF ADVISORY COMMITTEE (FREEHOLDER DIRECTOR LILLIAN BURRY, CHAIRPERSON)

Bruce Steadman, on behalf of Lillian Burry stated that the Committee did not meet this month.

**BOARD ACTIONS**

1. The first item before the Board was the Consideration of Approval of FMERA's Draft 2022 Budget.

Kara Kopach read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 1.

A motion was made by Jay Coffey and was seconded by Steve Gallo.

Bruce Steadman conducted a roll call vote.

NAME	Yes	No	Abstain
Robert Lucky	X		
Steve Gallo			
Jay Coffey	X		
Anthony Talerico	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Dave Nuse	X		

Motion to Approve: JAY COFFEY Second: STEVE GALLO

Ayes: 7

2. The second item before the Board was the Consideration of Approval of the First Amendment to the Purchase and Sale & Redevelopment Agreement for Howard Commons in Eatontown.

Kara Kopach read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 2.

A motion was made by Anthony Talerico and was seconded by Steve Gallo.

Bruce Steadman conducted a roll call vote.

NAME	Yes	No	Abstain
Robert Lucky	X		
Steve Gallo	X		
Jay Coffey	X		
Anthony Talerico	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Dave Nuse	X		

Motion to Approve: ANTHONY TALERICO Second: STEVE GALLO

Ayes: 7



A motion was made by Jay Coffey and was seconded by Anthony Talerico.

Bruce Steadman conducted a roll call vote.

NAME	Yes	No	Abstain
Robert Lucky	X		
Steve Gallo	X		
Jay Coffey	X		
Anthony Talerico	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Dave Nuse	X		

Motion to Approve: JAY COFFEY Second: ANTHONY TALERICO

Ayes: 7

**OTHER ITEMS**

Kenneth J. Kloo stated that it has been a truly rewarding experience, a privilege and a pleasure working with the Board on this incredibly important mission. Mr. Kloo stated that it is probably among one of the most enjoyable and invaluable opportunities that he has participated in in his career. Mr. Kloo stated that he has dealt with many Government employees and the FMERA staff’s knowledge, commitment and passion is unmatched and he has been impressed with all of their work. Mr. Kloo stated that no organization can be successful without a great leader and Bruce Steadman is among the best leaders he has worked with. Mr. Kloo thanked the ESAC Committee volunteers for their time and effort, enthusiasm and knowledge that they bring to the ESAC meetings. Mr. Kloo acknowledged AJ Yoshi and Linda Range from the NJDEP who are the unheralded, boots on the ground people who do most of the heavy lifting to move the redevelopment forward.

Mr. Kloo introduced his replacement Diane Dow. Mr. Kloo stated that he has worked with Ms. Dow for many years and she is an exceptional colleague. Ms. Dow previously served as the Director of Division of Land Use Regulations and has worked tireless on CAFRA and wetlands issues and is very familiar with the Fort redevelopment. Ms. Dow is currently the Senior Advisor of Community and Economic Development and in Mr. Kloo’s opinion is the perfect replacement for him. Mr. Kloo stated that he leaves his seat on the Board to an exceptional replacement. Mr. Kloo stated that he will truly miss everyone.

Mayor Talerico thanked Mr. Kloo for his knowledge and help on any environmental questions. Mayor Talerico stated the he could always rely on Mr. Kloo to help him understand and work through any environmental issues. Mayor Talerico stated that it has always been a pleasure, and much appreciated to have Mr. Kloo’s experience and help.

**PUBLIC COMMENT REGARDING ANY FMERA BUSINESS (5 minutes re: any FMERA business)**

Liz Rizzolo, East Gate, Oceanport asked when the construction of the Allison Hall and the Somerset Development projects will begin.

Mr. Steadman stated that the Somerset Development project should begin within the next 30-60 days and the Allison Hall parcel project should begin 60-90 days after the January closing.

Ms. Rizzolo asked if there was a buyer interested in purchasing the Bowling Center, and if so, is it mandatory that it remain a Bowling Center.

Mr. Steadman stated that there is no disposition plan at this time, but FMERA will be bringing a plan to the Board in the coming months. Mr. Steadman stated that if/when FMERA issues a Request for Offers to Purchase (RFOTP) for the Bowling Center, the reuse of the property will be detailed in the RFOTP based on the Reuse Plan.

Jill Curran, East Gate, Oceanport asked why the flag at Cowan Park has been taken down and who is responsible for replacing the flag.

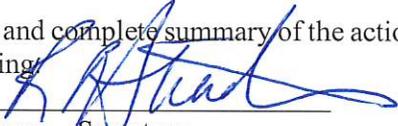
Mr. Steadman stated that FMERA is responsible for replacing the flag and that the pulleys on the flagpole were recently damaged in a windstorm and the pole, due to age, is cracked, Mr. Steadman stated that FMERA will be replacing the flagpole and hopes to have a new flagpole installed by January, 2022.

Ms. Curran asked if the parade grounds and Cowan Park are included in the Mega Parcel RFOTP.

Mr. Steadman stated that both properties are included in the Mega RFOTP and that there are specific uses for the parcels as stated in the Reuse Plan, and that those uses would have to be complied with irrespective of who owns the land.

There being no further business, on a motion by Tracy Buckley and seconded by Jay Coffey and unanimously approved by all voting members present, the meeting was adjourned at 6:00p.m.

Certification: The foregoing and attachments represent a true and complete summary of the actions taken by the Fort Monmouth Economic Revitalization Authority at its Board meeting.

  
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Bruce Steadman – Secretary

**ADOPTED**  
**December 15, 2021**

**Resolution Regarding  
Draft 2022 Budget**

**WHEREAS**, the Legislature enacted the Fort Monmouth Economic Revitalization Authority Act (Act), P.L. 2010, c. 51, to create the Fort Monmouth Economic Revitalization Authority (FMERA or Authority); and

**WHEREAS**, the Draft 2022 Budget illustrates the Authority's progress in implementing the approved Phase 1 and Phase 2 Economic Development Conveyance (EDC) Agreements and embarking on the economic redevelopment of the former Fort property. This year's budget represents the projected 2022 financial activity under the approved Phase 1 and Phase 2 EDC Agreements; and

**WHEREAS**, the Draft 2022 Budget Summary illustrates the Budget based on the 2022 projected parcel sales to be sold with five parcels projected to be sold with net earnings from parcel sales. The Land Costs for the parcel sales include payments on the Working Capital Loans due to the NJ Economic Development Authority, the Direct Loan from the NJ Economic Development Authority, and payments due to the Army and the Homeless Accommodation under the terms of the EDC Agreement; and

**WHEREAS**, the Audit Committee has reviewed the draft 2022 Budget and recommends it to the Board for approval.

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves the draft 2022 Budget, as described in the attached memorandum.
2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, Saturdays, Sundays, and public holidays excepted, after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor of the State of New Jersey for his approval, unless during such 10-day period the Governor of the State of New Jersey shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

**ATTACHMENT**

**Dated: December 15, 2021**

**EXHIBIT 1**

**Resolution Regarding**  
**First Amendment to the Purchase and Sale & Redevelopment Agreement with US Home Corporation, a wholly owned subsidiary of Lennar Corporation, for the Howard Commons Parcel in Eatontown**

**WHEREAS**, the Howard Commons Parcel is a 63.67-acre tract on Pinebrook Road in the Fort's Charles Wood Area. The property is currently improved with 486 townhouse units constructed by the Army in 1953, along with 3,853 sf general purpose buildings. The Army phased out the use of the townhouses in the years leading up to the Fort's 2011 closure. The Fort Monmouth Reuse and Redevelopment Plan ("Reuse Plan") calls for the demolition of the existing improvements due to their age, condition, density and design, and their replacement with 275 dwelling units and approximately 15,000 sf of ancillary retail/commercial space. Howard Commons is a Phase One property in FMERA's June 25, 2012 Economic Development Conveyance Agreement ("EDC Agreement") with the Army. Title to the 63.67-acre tract was transferred to FMERA in June 2014; and

**WHEREAS**, on October 20, 2021, the FMERA Board approved a Purchase and Sale & Redevelopment Agreement ("PSARA") with Lennar Corporation and the PSARA was executed on November 30, 2021; and

**WHEREAS**, pursuant to the terms of the PSARA, Lennar will pay One Million Eight Hundred Thousand (\$1,800,000) Dollars for the Parcel. FMERA may agree to reduce the Purchase Price to cover the cost of the remediation of any newly discovered environmental issues in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00). The Purchaser's total Capital Investment is estimated at Sixty-Six Million Dollars (\$66,000,000); and

**WHEREAS**, Purchaser will apply for and diligently pursue the required approvals for the Project within 90 days following the end of the Due Diligence Period. The Approval Period shall be 18 months commencing upon the completion of the Due Diligence Period. In the event that the Purchaser is unable to obtain all Approvals within the Approval Period, FMERA staff may grant, at its sole discretion an extension of the Approval Period for an additional six (6) month period, which shall be granted if FMERA staff determines that the Purchaser is diligently and in good faith pursuing all Approvals. Purchaser may elect to waive receipt of all Approvals within the Approval Period or Approval Extension Period and close on the Property without said Approvals; and

**WHEREAS**, closing is subject to and conditioned upon the following conditions i) Approval of Purchaser as redeveloper of the Property by the NJEDA Board; ii) the receipt by Purchaser of all Approvals within the timeframes set forth in the PSARA; iii) a Mandatory Conceptual Review approval of the Project by FMERA prior to (or concurrent with) seeking preliminary and final site plan approval from the Borough with the understanding that any such waiver will not toll or delay in any way the Purchaser's obligation to comply with the Project Schedule; iv) Seller shall have satisfied all conditions relating to the conveyance of fee simple marketable title insurable at regular rates; and v) Seller shall have obtained a Reuse Plan Amendment for the property. Closing shall occur no later than forty-six (46) days after satisfaction or waiver of the Conditions Precedent to Closing; and

**WHEREAS**, Purchaser represents that it is purchasing the Property with the intent to construct the Project, which consists of the demolition of existing improvements, and the construction of 275 Housing Units along Pinebrook Road ("Residential Phase"), together with a retail component consisting of a maximum building square footage of 33,800 fronting on Hope Road ("Retail Phase"). The Retail shall be no more than two stories and shall have a maximum permitted lot coverage of 60 percent and a maximum floor area of 20 percent. Of the new housing units, 20 percent will be Affordable Homes. Lennar will develop 220 Homes as 22 or more for-sale single family detached Homes with the balance of the Homes as for-sale townhomes and stacked townhomes, with the remaining 35 non-supportive Affordable Homes to be developed as for-sale or rental units, at Lennar's option. FMERA and/or the Affordable Housing Alliance will have the option to acquire 20 of the affordable homes for use as permanent supportive housing units, as required by FMERA's legally binding agreement for accommodation of special needs populations; and

**WHEREAS**, the Redevelopment Project will also consist of the removal of pesticide-contaminated soil found on the Property. Purchaser shall have two options for removal of contaminated soil, a selection of which must occur prior to the conclusion of Due Diligence. Either Purchaser will dispose of any pesticide-contaminated soil found to an off-site

location, or Purchaser shall relocate any pesticide-contaminated soil to a portion of the Property identified as the Receiving Parcel. The Receiving Parcel is an approximately six (6) acre portion of the Property on the south side of Pinebrook Road (the "Receiving Parcel"), where Purchaser intends to dispose of pesticide-contaminated soil found on the Property, subject to conditions set forth in this Agreement and as required by the New Jersey Department of Environmental Protection ("NJDEP"), and convert the Receiving Parcel to passive or active recreation space or a small solar energy system. Removal will be subject to NJDEP concurrence; and

**WHEREAS**, if Purchaser elects to remove contaminated soil to the Receiving Parcel, Purchaser will cap the affected portion of the Receiving Parcel with certified clean fill, or such other hard cap material as may be approved by the NJDEP at a height to exceed 36 inches above the adjacent Pinebrook Road top curb grade. The Receiving Parcel is depicted in the Conceptual Site Plan, and any relocation of the Receiving Parcel shall require FMERA's written consent. Upon completion of the cap to the Receiving Parcel, and upon NJDEP concurrence, Purchaser will be permitted to convey the Receiving Parcel to the Borough of Eatontown; and

**WHEREAS**, Purchaser shall commence the abatement and demolition of the existing improvements within (45 days of Closing. Purchaser shall complete abatement and demolition of the existing improvements shall occur within 12 months of Closing, and Purchaser shall Complete Construction of the Project no later than 72 months from Closing. Purchaser also covenants to create a minimum of 26 part-time and/or full-time jobs within 12 months of the Completion of the Project completion or pay a penalty of \$1,500 for each job not created. In addition, Purchaser is obligated to improve access to the ball fields located near the southeast portion of the Property by paving and widening, if required, to accommodate emergency vehicles and to grant an access easement to the Eatontown Board of Education ; and

**WHEREAS**, the Affordable Housing Alliance, which is the identified service provider, of the 20 permanent supportive housing units has recently identified a need for office space to further support the units and offer support services for the residents. Based on this requirement, FMERA and Purchaser agree to the amend the PSARA to provide a 150 square foot office with an adjacent bathroom within the permanent supportive housing unit build out. As part of this addition, FMERA will contribute up to \$50,000 toward this addition. All other parts of the PSARA remain unchanged; and

**WHEREAS**, attached in substantially final form is the PSARA between FMERA and Lennar. The final terms of the First Amendment are subject to the approval of FMERA's Executive Director, Lennar and the Attorney General's Office. The Real Estate Committee has reviewed the request and recommends it to the Board for approval.

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves the First Amendment to the Purchase and Sale & Redevelopment Agreement with U.S. Home Corporation, a wholly owned subsidiary of Lennar Corporation for the Howard Commons in Eatontown on terms substantially consistent to those set forth in the attached memorandum and with final terms acceptable to the Executive Director and the Attorney General's Office and authorizes the Executive Director to execute the Amendment.

2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, Saturdays, Sundays, and public holidays excepted, after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor of the State of New Jersey for his approval, unless during such 10-day period the Governor of the State of New Jersey shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

**Attachment**

**Dated: December 15, 2021**

**EXHIBIT 2**

**Resolution Regarding**  
**Ninth Amendment to Purchase and Sale Agreement with Triumphant Life Church Assembly of God for the Chapel Parcel in Oceanport**

**WHEREAS**, on December 14, 2016, the Board authorized the execution of the PSA between FMERA and Triumphant Life for the Chapel Parcel, an approximately 5.0-acre parcel that contains Building 500 and is located on Malterer Avenue in the Main Post Area of Fort Monmouth ("Property"); the building was used as a general house of worship for the Fort and the Property is in the Oceanport Horseneck Center land use district and the Fort's Historic District although the structure itself is non-contributing and not considered historic; and

**WHEREAS**, Triumphant Life is a registered 501c3 non-profit corporation that has acquired the Property and utilizes this location for its house of worship and community outreach center; and

**WHEREAS**, FMERA and Triumphant Life entered into a Purchase and Sale Agreement dated as of January 6, 2017 ("PSA") whereby FMERA agreed to sell and Purchaser agreed to purchase the Property; and

**WHEREAS**, closing occurred on February 27, 2017; pursuant to the terms of the PSA, Triumphant Life paid \$1,000,000.00 for the Property, reflecting its proposal; and

**WHEREAS**, FMERA conveyed the property to Triumphant Life in as-is condition, but with clear title and subject to the Army's on-going obligations under CERCLA to address any pre-existing contamination that may exist on the property; and

**WHEREAS**, the Project consisted of the renovation of the existing structure as a house of worship and community outreach center and Triumphant Life obtained its Certificate of Occupancy within the required twelve months of closing and has used and occupied the existing structure as a Chapel since receipt of that certificate; and

**WHEREAS**, under the terms of the Project, the Purchaser had the option to construct a 115-space parking lot on the Property within twelve months of Closing, subject to review by the State Historic Preservation Officer ("SHPO") and in complement to the architecture and design styles of the adjacent National Register Historic District; and

**WHEREAS**, under the Executive Director's discretion to administer the Board-approved PSA and under section 6 of the PSA which provides for an additional six months to complete the Project, the time period for construction of the parking lot was extended until August 27, 2018; and

**WHEREAS**, Purchaser engaged in the design process for the parking lot and indicated to FMERA that it would require an additional seventy-five days to complete construction of the parking lot; and

**WHEREAS**, on August 15, 2018, the FMERA Board approved the First Amendment to the PSA to allow for Triumphant Life to have 1) a seventy-five day extension of the construction timeline to complete a 115-space paved parking lot on the Property, whereby Triumphant Life would provide a promissory note to guarantee completion of the parking lot within that timeline and FMERA would provide a short-term license to park 115 vehicles off-site during that timeline; and 2) a twelve month extension of the job creation timeline, as referenced in Section 6(c) of the PSA; and

**WHEREAS**, on October 17, 2018, the FMERA Board approved the Second Amendment to the PSA to allow for: 1) an extension of the construction timeline until May 15, 2019 to complete a 115-space paved parking lot on the Property; and 2) a promissory note to guarantee completion of the parking lot within the May 15, 2019 completion date; and

**WHEREAS**, on May 23, 2019, the FMERA Board approved the Third Amendment to the PSA to allow for 1) an extension of the construction timeline until September 12, 2019 to complete a 115-space paved parking lot on the Property, as referenced in Section 54(c) of the PSA; and 2) an amended promissory note to guarantee completion of the parking lot within the September 12, 2019 completion date; and 3) an extension of the short-term license to park 115 vehicles off-site until September 12, 2019; and

**WHEREAS**, on September 18, 2019 the FMERA Board approved the Fourth Amendment to the PSARA to allow for: 1) an extension of the construction timeline until April 30, 2020 to complete a 115-space paved parking lot on the Property, as referenced in Section 54(c) of the PSA; 2) an amended promissory note to guarantee completion of the parking lot within the April 30, 2020 completion date; and 3) an extension of the short-term license to park 115 vehicles off-site until April 30, 2020; and

**WHEREAS**, on April 15, 2020, the FMERA Board approved the Fifth Amendment to the PSARA to allow for: 1) an extension of the construction timeline until July 31, 2020 to complete a 115-space paved parking lot on the Property, as referenced in Section 54(c) of the PSA; 2) an amended promissory note to guarantee completion of the parking lot within the July 31, 2020 completion date; and 3) an extension of the short-term license to park 115 vehicles off-site until July 31, 2020; and

**WHEREAS**, on August 5, 2020, Triumphant Life requested via letter correspondence and FMERA approved under the Executive Directors delegated authority an extension to the Project Completion to December 31, 2020. The Sixth Amendment was executed on August 31, 2020; and

**WHEREAS**, on November 10, 2020, Triumphant Life received the Oceanport Planning Board's approval, however notified FMERA that they would not be able to complete the parking lot by December 31, 2020 and requested an additional six months or until June 30, 2021 to complete the project; and

**WHEREAS**, on December 15, 2020, the FMERA Board approved the Seventh Amendment to the PSA to allow for: 1) an extension of the construction timeline until June 30, 2021 to complete a 115-space paved parking lot on the Property, as referenced in Section 54(c) of the PSA; 2) an amended promissory note to guarantee completion of the parking lot within the June 30, 2021 completion date; and 3) an extension of the short-term license to park 115 vehicles off-site until June 30, 2021. The Seventh Amendment was executed on January 21, 2021; and

**WHEREAS**, on June 16, 2021, the FMERA Board approved the Seventh Amendment to the PSA to allow for: 1) an extension of the construction timeline until June 30, 2021 to complete a 115-space paved parking lot on the Property, as referenced in Section 54(c) of the PSA; 2) an amended promissory note to guarantee completion of the parking lot within the June 30, 2021 completion date; and 3) an extension of the short-term license to park 115 vehicles off-site until June 30, 2021. The Seventh Amendment was executed on January 21, 2021; and

**WHEREAS**, on November 10, 2021, Triumphant Life requested via email correspondence an extension to the Project Completion to June 30, 2022, citing the need to use financial reserves as contributions from the members have decreased during the pandemic and the temporary suspension of partnerships that had been aiding in the completion of the parking lot due to Covid-19; Triumphant Life stated that these partners' offices are just now reopening and it expects attendance and contributions to normalize in the upcoming months; and

**WHEREAS**, FMERA reviewed the request and agreed to extend the Project Completion date to June 30, 2022; and

**WHEREAS**, these continued efforts have led to the attached Ninth Amendment to the PSA with the following revisions to material terms: 1) an extension of the construction timeline until June 30, 2021 to complete a 115-space paved parking lot on the Property, as referenced in Section 54(c) of the PSA; and 2) an amended promissory note to guarantee completion of the parking lot within the June 30, 2021 completion date; and 3) an extension of the short-term license to park 115 vehicles off-site until June 30, 2021; and

**WHEREAS**, all other material terms of the PSA as presented to the Board will remain unchanged. The attached Ninth Amendment to the PSA is in substantially final form. The final terms of the Ninth Amendment will be subject to the approval of FMERA's Executive Director; and

**WHEREAS**, the Real Estate Committee has reviewed the request and recommends it to the Board for approval.

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves the Ninth Amendment with Triumphant Life Church Assembly of God for the Chapel Parcel in Oceanport, on terms substantially consistent to those set forth in the attached memorandum and with final terms acceptable to the Executive Director and authorizes the Executive Director to execute the Agreement.

2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, Saturdays, Sundays, and public holidays excepted, after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor of the State of New Jersey for his approval, unless during such 10-day period the Governor of the State of New Jersey shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

**Attachment**

**Dated: December 15, 2021**

**EXHIBIT 3**

**Resolution Regarding  
Purchase and Sale Agreement between FMERA and Parker Creek Partners, LLC for the Bowling  
Center Parcel in Eatontown**

**WHEREAS**, FMERA issued a Request for Offers to Purchase (“RFOTP”) on June 22, 2018 in connection with the sale of the 2.8-acre Bowling Center Parcel in Eatontown (the “Property”). The Bowling Center, also known as Building 689, is an approximately 17,599 sf structure located at the corner of Saltzman and Wilson Avenues. The 2.8-acre parcel also includes Building 682, a 4,720-sf wood frame building constructed in 1941, which must be demolished; and

**WHEREAS**, Parker Creek Partners (“PCP”) acquired the Bowling Center Property from FMERA by Deed dated March 26, 2021, delivered on March 31, 2021 and recorded on June 11, 2021 in the Office of the Monmouth County Clerk; pursuant to a certain agreement entitled Purchase and Sale and Redevelopment Agreement (“PSARA”) dated July 2, 2019, as amended by the First Amendment, dated July 15, 2020; the Second Amendment, dated as of March 31, 2021; the Third Amendment, dated as of March 31, 2021; and the Fourth Amendment dated as of September 3, 2021; and

**WHEREAS**, under the PSARA, PCP is obligated to redevelop the Bowling Center Property in accordance with certain plans and timeframes; pay for installation of certain utilities; and to operate the Bowling Center Property so as to create a certain number of jobs; all such obligations being referred to herein as “Redevelopment Obligations”; and

**WHEREAS**, on September 7, 2021 via email and Federal Express, PCP notified FMERA that it no longer wishes to pursue the Redevelopment Project and does not intend to go forward with the Bowling Center. As such, PCP desired to have FMERA repurchase the property and for PCP to be released from its Redevelopment Obligations; and

**WHEREAS**, after discussions between FMERA staff and PCP, the parties agreed that PCP would relinquish the Bowling Center Property to FMERA for the Purchase Price of One (\$1.00) Dollar plus the forgiveness of the following items: (a) PCP’s obligation to redevelop the Property in accordance with the PSARA; (b) PCP’s obligation to demolish Building 682; (c) PCP’s obligation to make any remaining monetary contributions for off-site water and sewer improvements; and (d) PCP’s obligation to create certain jobs in connection with the redevelopment of the Property; and

**WHEREAS**, PCP agrees to sell and convey to FMERA and FMERA agrees to purchase and accept the conveyance from PCP subject to the terms and conditions set forth in the PSA. FMERA shall have a period of 30 days from the date of execution of this Agreement to conduct Due Diligence FMERA agrees to commence such due diligence and to order immediately such environmental and other inspections as it may require; and

**WHEREAS**, PCP commissioned an asbestos survey which confirmed the presence of non-friable asbestos containing materials and has had such ACM’s removed in and has provided to FMERA the report and receipts pertaining to the removal. PCP performed work only on the interior of the structures, all such work was conducted in accordance with all applicable Environmental Laws and good and customary business practices, and PCP and has not performed any drilling, boring, excavation or soil disturbance of any kind on the Property; and

**WHEREAS**, PCP shall make available for inspection, and permit FMERA to examine the interior of the Property; and PCP is not aware of any Hazardous Materials that are present at, on, in, under, or migrating from the Property, and has not used or stored any Hazardous Materials on the Property. PCP has provided FMERA with copies of all reports, tests, correspondence and other documents relating to Environmental Conditions on the Property or the presence or absence of Hazardous Materials at, on, in, under, or migrating from the Property. FMERA is in the process of commissioning a Phase I Environmental Assessment of the Bowling Alley parcel and is targeting a

completion date of December 30, 2021 for the Phase I Environmental Assessment Report; and

**WHEREAS**, closing on the Bowling Center shall occur on or about January 10, 2022. If the closing has not taken place by the aforementioned closing date, then either party may establish a “time of the essence” closing upon ten days’ notice to the other party. PCP shall be solely responsible for any utility charges including natural gas and electric and real estate taxes assessed for its period of ownership of the Property. FMERA agrees to obtain utility readings as of the day before the Closing and to arrange for utility services to cease in the name of PCP as of the date of the Closing; and

**WHEREAS**, attached in substantially final form is the PSA between FMERA and PCP. The final terms of the PSA are subject to the approval of FMERA’s Executive Director and the Attorney General’s Office. The Real Estate Committee has reviewed the request and recommends it to the Board for approval; and

**WHEREAS**, the Real Estate Committee has reviewed the request and recommends it to the Board for approval.

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves the Purchase and Sale Agreement between FMERA and Parker Creek Partners, LLC for the Bowling Center Parcel in Eatontown on terms substantially consistent to those set forth in the attached memorandum and with final terms acceptable to the Executive Director and the Attorney General’s Office and authorizes the Executive Director to execute the Agreement.

2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, Saturdays, Sundays, and public holidays excepted, after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor of the State of New Jersey for his approval, unless during such 10-day period the Governor of the State of New Jersey shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

**Attachment**  
**Dated: December 15, 2021**

**EXHIBIT 4**

**Resolution Regarding**  
**Grant Agreement between FMERA and the Eatontown Sewerage Authority**

**WHEREAS**, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law and as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”) which allows for the funds to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID public health emergency by providing premium pay to eligible workers of the State who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure.

**WHEREAS**, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c.,133, ten million five hundred thousand dollars (\$10,500,000) of CSFRF Funds were appropriated for Fort Monmouth Water and Sewer, subject to the approval of the Director of the Division of Budget and Account, with notice provided to the Joint Budget Oversight Committee with respect to this appropriation of CSFRF Funds; and

**WHEREAS**, the NJDCA is responsible for overseeing the entire portfolio of funds, consistent with CSFRF requirements, as the State-designated Grants Manager. The State of New Jersey received \$6,244,537,955.50 in CSFRF Funds under the ARP Act that must be used in conformance with the requirements of the ARP Act. As of July 22, 2021, the State Treasurer has entered into a MOU with NJDCA (the “DCA MOU”), as Grants Manager for the CSFRF Funds, to provide those grant management functions and processes for the State that are necessary to administer, manage and monitor State entity grant awards and disburse funds accordingly. NJDCA will use its Sandy Integrated Recovery Operation and Management (“SIROMS”) grant management system to track State entity expenditures and obligations, administer approved grant funds, and track compliance with applicable laws, regulations, guidance, and project requirements.; and

**WHEREAS**, on October 20, 2021, the FMERA Board approved an MOU with the NJDCA to make available to FMERA, funds in the amount not to exceed \$10,500,000 (the “CSFRF Funds”) for the purpose of funding the Program; and

**WHEREAS**, on November 15, 2021, FMERA and NJDCA executed the MOU, thereby allowing NJDCA to disburse one-half (50%) of the entire amount of the CSFRF Funds to FMERA. After the initial one-half (50%) advance, NJDCA will disburse subsequent advances totaling one-quarter (25%) of the entire amount of the CSFRF Funds, or \$2,625,000, upon written request to NJDCA; and

**WHEREAS**, the request included the required documentation as outlined in the MOU. NJDCA agreed to advance the requested funds within fifteen (15) calendar days of FMERA’s submission of a completed request. FMERA shall use the CSFRF Funds for the purpose of funding the Program; and

**WHEREAS**, FMERA is required to obligate CSFRF Funds for use by December 31, 2024 (“Incurred Deadline”), and expend the Funds by December 31, 2026 to cover such incurred costs, or any remaining CSFRF monies must be returned to United States Department of the Treasury (“U.S. Treasury”), unless the deadline is extended by U.S. Treasury; and

**WHEREAS**, FMERA must also ensure that any entities to which FMERA provides CSFRF Funds obligate the CSFRF Funds by December 31, 2024 and expend the CSFRF Funds by December 31, 2026, unless the deadline is extended by U.S. Treasury. FMERA will receive and must use the proceeds of this CSFRF Fund for “Allowable Costs,” meaning costs that are acceptable pursuant to 2 CFR §200.403, all other applicable federal regulations, and approved as part of the Program encompassed by this MOU; and

**WHEREAS**, FMERA may use the CSFRF Funds for Direct Costs and must maintain full documentation of Direct Costs for all expenses incurred and provide access for NJDCA, U.S. Treasury, and any other monitoring agency upon request. The administrative costs of FMERA may not exceed 2.5% of the cost of the Program. However, the administrative costs are not included in the CSFRF Funds allocated to the Program. FMERA will comply with all reporting requirements as defined in the Section 3 and the General Provisions as defined in Section 4 of the MOU; and

**WHEREAS**, the Eatontown Sewerage Authority (“ESA”) is the sole sewer utility authority within the Eatontown section of the former Fort Monmouth US Army military base. On October 5, 2021, ESA submitted a proposal to FMERA for Professional Engineering Services for the design, contract administration, and inspection services for sewer improvement projects within the Eatontown section of the former Fort Monmouth U.S. Army military base, as more fully described in the proposal; and

**WHEREAS**, FMERA and ESA intend to negotiate a subsequent Agreement to address the construction and installation of improvements for replacement sewer mains, a new pump station to replace the existing pump station and a force main connecting to an existing manhole; and

**WHEREAS**, under the terms for the Grant Agreement, FMERA shall disburse up to \$159,325.00 (“Grant Funds”) from the Appropriated Funds to ESA for the costs of the Project for the Professional Engineering Services for the design, contract administration, and inspection services for sewer improvement projects, including but not limited to topographic survey and base mapping, subsurface evaluation, preliminary design, permits and environmental investigation, final design and bidding services, and contract administration and inspection; and

**WHEREAS**, ESA shall hold the Grant Funds in escrow and shall use Grant Funds solely as necessary for Project Costs. For fiscal year 2021, which runs from July 1, 2021 through June 30, 2022, ESA agrees to submit to FMERA interim financial reports when requested by FMERA so FMERA’s staff can perform a reasonable review for (i) a full accounting of all expenditures that were funded from the Appropriated Funds. This will include a description of all expenditures made and their associated costs. Proof of payment, such as a vendor receipt, will also be submitted and (ii) bank statements for the separate account in which ESA deposits the Appropriated Funds; and

**WHEREAS**, ESA further agrees that any and all payments of Grant Funds to be made by FMERA under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the New Jersey Legislature (the “State Legislature”) for such purposes. The State Legislature has no obligation to make or maintain appropriations for such purposes. Furthermore, any and all payments of Grant Funds to be made by FMERA are also subject to the availability of such funds. FMERA shall have no obligation to make any payment of Grant Funds due to the failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year; and

**WHEREAS**, ESA agrees that all funds not expended in accordance with this Agreement will be returned to FMERA before December 31, 2026 (“Expenditure Deadline”) provided that (i) expended funds include funds that are needed to pay expenditures that are incurred by December 31, 2024 (“Incurred Deadline”), but for which payments are made after that date; (ii) ESA provides FMERA, by the Incurred Deadline, a copy of all contracts and purchase orders for the remaining work to be done and (iii) ESA will provide FMERA with invoices and proof of payment for all expended funds once payment is complete; and

**WHEREAS**, the Grant Agreement shall become effective on the date it is fully executed by both Parties for the earlier of a period of 2 years or until such time as the Project is complete. The Term may be extended by mutual amendment by the Parties, so long as all expenses for the Project are incurred by December 31, 2024, and funds are expended by December 31, 2026 in accordance with 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule; and

**WHEREAS**, if ESA materially fails to comply with the Grant Agreement or any applicable State or federal statute or regulation, FMERA may take one or more actions, as appropriate in the circumstances as described in the attached memorandum; and

**WHEREAS**, ESA shall require that any contract for construction, reconstruction, demolition, alteration, custom fabrication or repair work, or maintenance work required pursuant to the Grant Agreement performed on property owned or controlled by FMERA or paid for in part or whole by FMERA must provide that each worker employed on the project shall be paid not less than the prevailing wage rate for worker’s craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.25; and

**WHEREAS**, the rights and remedies of ESA under the Grant Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the provisions of which are hereby incorporated herein. The Grant Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement. There are no third-party beneficiaries of this Agreement. The Grant Agreement may be modified or extended only by prior written agreement by the Parties; and

**WHEREAS**, the attached Grant Agreement between FMERA and ESA is in substantially final form. The final terms of the agreement will be subject to the approval of ESA and FMERA’s Executive Director. The Audit Committee reviewed the request and recommends it to the Board for approval.

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves a Grant Agreement between FMERA and the Eatontown Sewerage Authority on terms substantially consistent to those set forth in the attached memorandum and with final terms acceptable to the Executive Director and authorizes the Executive Director to execute the Agreement.

2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, Saturdays, Sundays, and public holidays excepted, after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor of the State of New Jersey for his approval, unless during such 10-day period the Governor of the State of New Jersey shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

**Attachment**

**Dated: December 15, 2021**

**EXHIBIT 5**