

TO: Members of the Board

FROM: Bruce Steadman
Executive Director and Secretary

DATE: April 27, 2022 – 5:00p.m.

SUBJECT: Agenda for Board Meeting of the Authority

1. **Call to Order – Mayor Anthony Talerico**
2. **Pledge of Allegiance**
3. **Notice of Public Meeting - Roll Call – Bruce Steadman, Secretary**
4. **Approval of Previous Month’s Board Meeting Minutes**
5. **Welcome – Mayor Anthony Talerico**
6. **Secretary’s Report**
7. **Treasurer’s Report**
8. **Public Comment Regarding Board Action Items**
9. **Executive Director’s Report:**
 - Update on Utilities and Infrastructure
 - Update on Requests for Offers to Purchase (RFOTPs)
 - Update on Marketing Effort
 - Action Items for Next Month
10. **Committee Reports**
 - Audit Committee – Vacant, Chairman
 - Real Estate Committee – Vacant, Chairman
 - Environmental Staff Advisory Committee – Elizabeth Dragon, Chairwoman
 - Historical Preservation Staff Advisory Committee – Jay Coffey, Chairman
 - Housing Staff Advisory Committee – Robert Long, Chairman
 - Veterans Staff Advisory Committee – Lillian Burry, Chairwoman
11. **Board Actions**
 1. Consideration of Approval of a Memorandum of Understanding between the Fort Monmouth Economic Revitalization Authority and the New Jersey Economic Development Authority for the Use and Occupancy of Building 502.
 2. Consideration of Approval of the Second Amendment to the Purchase & Sale and Redevelopment Agreement for the Nurses Quarters in Oceanport.

3. Consideration of Approval of the Fourth Amendment to the Purchase & Sale and Redevelopment Agreement for Howard Commons in Eatontown.
4. Consideration of Approval of the Sixth Amendment to the Purchase & Sale and Redevelopment Agreement for the Dance Hall (Building 552) in Oceanport.
12. **Other Items**
13. **Public Comment Regarding any FMERA Business**
 - Responses to questions submitted online or in writing
14. **Adjournment**

**Fort Monmouth Economic Revitalization Authority
Board Meeting
March 16, 2022
Via Teleconference**

MINUTES OF THE MEETING

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

- Lillian Burry – Monmouth County Commissioner – V (joined at 5:45pm)
- Stephen Gallo – Public Member – V (joined at 5:40pm)
- Jay Coffey – Mayor of Oceanport – V
- Anthony Talerico – Mayor of Eatontown – V
- 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
- Elizabeth Dragon – Director, Site Remediation Program, NJ Department of Environmental Protection – Designee
- Robert Long – Deputy Commissioner, NJ Department of Community Affairs – Designee
- William Riviere – Principal Planner, NJ Department of Transportation – Designee
- Wayne Smith – State Veterans Program Coordinator, NJ Department of Labor & Workforce Development – Designee

V – Denotes Voting Member

Also present:

- Bruce Steadman, FMERA Executive Director and Secretary
- Tim Sullivan, NJEDA CEO
- 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
 - Laura Drahushak – Director of Legal Affairs

Bruce Steadman noted that the FMERA team sadly acknowledged the untimely passing of our Chair and friend, Dr Robert Lucky. Due to the absence of a Chair, Mayor Coffey had agreed to chair the FMERA board meeting.

The meeting was called to order by Mayor Jay Coffey at 5:00p.m. Mayor Coffey read the following statement from Governor Murphy:

“It is because of pioneers like Robert Lucky that New Jersey became globally recognized as the home of technological innovation and invention. From groundbreaking research at Bell Labs to leading Fort Monmouth’s redevelopment and reimagination, he dedicated his life to making the impossible possible. With his passing, he leaves huge shoes to be filled, but we will build on his legacy as we seek to fully reclaim the title he helped us grab in the first place, as the world’s home for innovation.”

Kara Kopach read a letter from Governor Murphy regarding the passing of Dr. Lucky which is attached hereto.

Mayor Coffey stated that he remembers Dr. Lucky as incredibly bright, incredibly loquacious and a great speaker. Mayor Coffey stated that Dr. Lucky was very gracious and easy to be around, and he will be greatly missed. Mayor Coffey stated he had only known Dr. Lucky from his time on the FMERA Board and he was so impressed by Dr. Lucky’s

resume and all he accomplished from the time he served on the FMERPA and FMERA Boards. Mayor Coffey offered his condolences to Dr. Lucky's children Karen and David and that he has never met a nicer man than Dr. Lucky.

Mayor Coffey stated that normally in acknowledging the Pledge of Allegiance, Dr. Lucky had a history of asking everyone to take a few minutes to reflect on what they are thankful for. Mayor Coffey asked the participants for a moment of silence to reflect on their remembrance of and thankfulness for Dr. Lucky.

Mayor Talerico acknowledged Dr. Lucky for what he brought to FMERA, and what is missing in a lot of politicians in that Dr. Lucky thought about the future on the long term and was not as concerned about the short term here and now. Mayor Talerico stated that there is a lot to be said about someone who set out a plan and could gear everyone towards it and focused more on the region instead of himself. Mayor Talerico stated that a lot of us have a lot to learn and that it is very sad to be on the Board meeting call without Dr. Lucky. Mayor Talerico stated that he hopes we can all move forward in Dr. Lucky's honor.

Bruce Steadman read the following personal statement:

"Bob Lucky was many things. Inventor, author, lecturer, technical expert, manager, business leader, famous, published, renown FMERA Board member and Chairman.

He was the glue that held together the predecessor organization to FMERA, the Fort Monmouth Economic Revitalization Planning Authority (FMERPA); and with the help of Lillian Burry and others, paved the way through countless meetings, public hearings, and iterations to arrive at the Fort Monmouth Reuse and Redevelopment Plan that FMERA's mission is taken from. That was 15 years ago. He never pulled back or shrank from his important roles with FMERA, and he was always willing to help.

He was full of good ideas, outside the box thinking, a keen observer of life and earth's inhabitants, and always willing to listen. I probably telephoned him some 100 times over the years, maybe 200, and he always, always said "Sure", when I asked him if he had a few minutes to talk. He was a great sounding board for ideas and possible courses of action; willing to share his opinions but never autocratic or close-minded. I will miss those many discussions.

Despite his successes, his fame, his inventions, the books, articles, presentations, world-wide travel, and the trappings of the technological greatness that he accumulated and deserved, he never ever wore those things on his sleeve. He was a kind, respectful, pleasant man, with a great sense of self-deprecating humor, who I think truly enjoyed being a part of our team.

We will miss his calm and folksy style of chairing the FMERA meetings. We will miss his astute and straightforward, but respectful, way of sizing up a situation, and we will miss his kindness. The FMERPA and FMERA missions are alive and well in large part to Dr Robert Lucky's many hours of work and thought and clear thinking, and help.

Thank you, Bob, for everything. Thank you."

Mayor Coffey stated that he has been doing public work for 32 years and Dr. Lucky was what you hope that every public or appointed official should be, in that he always composed himself and never lost his cool. Mayor Coffey stated that there was never a time that he left Dr. Lucky's presence that he did not walk away with a smile and that Dr. Lucky had the ability to charm you with his personality, irrespective of the difficult issues being addressed, and make you realize that the sun will come up tomorrow.

Bruce Steadman explained the teleconference meeting protocol with regards to the Board and public's participation. He stated that the March 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.

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.

WELCOME

Mayor Coffey welcomed attendees to the Authority's teleconference meeting. Mayor Coffey 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. Mayor Coffey 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.

Mayor Coffey stated that in his role he is required to conduct an orderly meeting and complete the meeting agenda in a reasonable time period and that FMERA continues to welcome the public's constructive comments and ideas.

The next item of business was the approval of the February 16th regular meeting minutes. A motion as made to approve the minutes by Dave Nuse and seconded by Tracy Buckley.

Bruce Steadman conducted a roll call vote.

NAME	Yes	No	Abstain
Jay Coffey	X		
Anthony Talerico	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Dave Nuse	X		

Motion to Approve: DAVE NUSE Second: TRACY BUCKLEY
Ayes: 5

SECRETARY'S REPORT

Bruce Steadman introduced Tim Sullivan, NJEDA CEO. Tim Sullivan expressed his condolences for Dr. Lucky and stated that his leadership will be missed by not only the FMERA Board but the entire community. Mr. Sullivan offered his personal condolences to Dr. Lucky's family.

Mr. Sullivan stated that earlier this year, Bruce Steadman announced that he would be retiring as FMERA's Executive Director. Mr. Sullivan stated that Bruce's retirement would be a loss to not only Fort Monmouth, but to the state and the NJEDA. Mr. Sullivan stated that Mr. Steadman has been an extraordinary leader to FMERA since it's inception with all the progress that has been made with the Fort redevelopment. Mr. Sullivan stated that although Bruce's retirement will be a loss, thank goodness that FMERA has Kara Kopach in the position she is currently in to replace Bruce as Executive Director at FMERA. Mr. Sullivan stated that Kara brings a level of enthusiasm, leadership, and a passion for the Fort redevelopment that are unique and perfectly suited to be the next FMERA Executive Director.

Mr. Sullivan noted that according to the FMERA statute, it is the NJEDA CEO's responsibility to propose a candidate for FMERA Executive Director, and that a special subcommittee convened by the FMERA Chair would assess that candidate and vote their support. Chair Lucky had convened that subcommittee earlier this month, and the subcommittee had voted unanimously to accept EDA's proposed candidate, Kara Kopach currently FMERA's Deputy Executive Director and Director of Real Estate Development. Mr. Sullivan went on to announce that Kara Kopach has been awarded the position of Executive Director to replace Bruce Steadman upon his retirement. It was anticipated that the change in FMERA leadership would take place on or about May 1.

Mayor Talerico stated he hopes that when public meetings resume in person, that we can offer a tribute to Bruce's retirement and to Kara's new role as Executive Director.

Mayor Coffey stated that Dr. Lucky, Bruce, Kara and the entire FMERA staff have carried the redevelopment thus far, and while we can see the goal line, we are still in good hands.

Bruce Steadman stated the Board Chairman is selected by the Governor and a replacement is currently being worked on. Further, he noted that it is planned that the April FMERA board meeting will be the first in-person meeting in the last 2 years. More to follow on that subject.

TREASURER'S REPORT

Jennifer Lepore, Accounting Manager, stated that the Authority's independent auditors, CliftonLarsonAllen, LLP, completed their fieldwork the week of February 22 and continue their audit of the Authority's 2021 operations. The auditors will report on the Authority's financial statements and accompanying notes, as well as report on the Authority's internal controls and compliance with Government Auditing Standards. The auditors will report their findings to the Audit Committee at the Committee's April meeting. Subject to the Audit Committee's recommendation, the 2021 Comprehensive Annual Report including the audited financial statements will be forwarded to the Board for their review and approval at the April meeting.

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.

Other projects in process include:

- The installation of the New Jersey American Water Avenue of Memories water main is complete.
- An MOU between FMERA and JCP&L regarding the installation of a new 22MW electrical substation on the Main Post was approved by the FMERA Board in February. FMERA & JCP&L are now starting discussions regarding the buildout of the downstream 35KVA distribution station.
- The NJDCA funded \$159,325 for the Professional Engineering Services with the Eatontown Sewerage Authority has been transferred for the sewer improvement projects within the Eatontown section of the Fort.
- Work associated with the Army's landfill capping project is still progressing. Eight of the nine landfills are complete or substantially complete, the final landfill, Landfill 8, will be completed by the end of March.

2. Sarah Giberson, Manager of Marketing & 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 32 parcels, and another 5 parcels are under contract or have Board-approved contracts. As demolition and rehabilitation continue Fort-wide, we are particularly excited to report on the on-going demolition at the former Howard Commons property in Eatontown. Several units have already been remediated and demolished. We look forward to seeing the rest of this property cleared to make way for a new water tank, along with 275 housing units at the adjacent portion

of the Howard Commons property. FMERA has started the year strong in the Borough of Eatontown, with the Eatontown Parks Parcel closing. This park will serve as a great community space which features a splash pad. The Borough hopes to dedicate the park in the late Spring. In Oceanport, FMERA is planning a closing on the Allison Hall parcel in the coming weeks. The Allison Hall project will bring both retail and commercial uses to the property near Oceanport Avenue.

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 re-released its Mega RFOTP on March 8, 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 292-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. Proposals are due by noon on June 6, 2022. Please note that the RFOTP process remains open and competitive to all interested parties. Now that the proposal process has begun, any questions must be submitted through our formal Q&A process, as detailed in Section 6.0 of the RFOTP. Once proposals are received, a formal evaluation process will be conducted, and all proposals will be evaluated against the included evaluation criteria.

On April 6th, from 9:30am-3:30pm, NJCU will be hosting a blood drive on campus, with support from our team. FMERA encourages the community to participate, while taking a moment to see NJCU's incredible Fort Monmouth facility. As more businesses and organizations continue to come online, FMERA will continue to encourage partnership and collaboration among our stakeholders. We hope this will be the first of many collaborative events that can create a meaningful impact on the community.

FMERA staff is presently working a hybrid schedule with our offices open daily. Please visit our website, o and follow us on Instagram at @fortmonmouthnj for our latest updates.

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.

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 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 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

Bruce Steadman stated that the Committee met on March 11th and discussed the following:

1. Discussion regarding the 1st Amendment to the Grant Agreement and MOU between FMERA & TRWRA. Under the terms of the 1st Amendment, FMERA shall disburse up to \$6,500,000 from the CSFRF Funds to TRWRA to increase the allocated funding for the TRWRA Project Costs for the installation of a new Pump Station, Force Main and East Interceptor to provide sewer service for the eastern portion of the former Army Fort property located within the Borough of Oceanport. The Committee reviewed the request and recommended it to the Board for approval.

2. REAL ESTATE COMMITTEE

Bruce Steadman stated that the Committee met on March 8th and discussed the following:

1. Discussion regarding the Approval of Transmittal to the Host Municipalities for Plan Amendment #18 with respect to the Nurses Quarters in Oceanport. The proposed Amendment calls for adaptive reuse of Buildings 1077 & 1078 for twenty-four one- and two-bedroom residential units and an additional ten three-bedroom townhomes in the parcel. Thirty-four residential units will be permitted in the parcel as a result of the proposed development. The Committee reviewed the request and recommended it to the Board for approval.

2. Closings:

a. Allison Hall

b. Eatontown Parks

- Mega Parcel Status
- NJAW @ Howard Commons
- TRWRA 1st Amendment
- Eatontown NOI (Nicodemus Lake)
- Lodging Update
- Monmouth County Parks System – Tinton Fall Recreation Area
- Fitness Center Water Tower
- Chapel Parking Lot

3. ENVIRONMENTAL STAFF ADVISORY COMMITTEE (DIANE DOW, CHAIRWOMAN)

Elizabeth Dragon stated that the Committee did not meet this month.

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

Jay Coffey stated that the Committee did not meet this month but will be meeting on March 24th.

5. HOUSING STAFF ADVISORY COMMITTEE (ROBERT LONG, CHAIRMAN)

Robert Long stated that the Committee did not meet this month but will be meeting on March 30th.

6. VETERANS STAFF ADVISORY COMMITTEE (LILLIAN BURRY, CHAIRWOMAN)

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 the 1st Amendment to the Grant Agreement and MOU between FMERA and the Two River

Kara Kopach read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 1.

A motion was made by Steve Gallo and was seconded by Lillian Burry.

Bruce Steadman conducted a roll call vote.

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

Motion to Approve: STEVE GALLO Second: LILLIAN BURRY

Ayes: 7

- The second item before the Board was the Consideration of Approval of a Recommendation to approve Transmittal to Host Municipalities of Proposed Plan Amendment #18 Permitting an Alternative Development Scenario with respect to the Nurses Quarters parcel in Oceanport.

Kara Kopach read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 2.

A motion was made by Lillian Burry and was seconded by Anthony Talerico.

Bruce Steadman conducted a roll call vote.

NAME	Yes	No	Recused
Lillian Burry	X		
Steve Gallo	X		
Jay Coffey	X		
Anthony Talerico	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Dave Nuse	X		

Motion to Approve: LILLIAN BURRY Second: ANTHONY TALERICO

Ayes: 7

OTHER ITEMS

There were no other items before the Board.

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

Michael Smith, homeowner in the Tinton Falls section of the Fort in the Lennar single-family home project called Anthem Place, offered his concerns about the proposed redevelopment of the Myer Center to house medical office and medical service components and related new buildings. He asked how residents of Anthem Place may review redevelopment plans and offer their inputs.

Mr. Steadman recommended that Mr. Smith contact the Tinton Falls Planning Board to find out when the public meeting(s) relating to that project would be held. Tracy Buckley, Tinton Falls Council President, offered to meet with Mr. Smith and provide the process by which the public could review and make comments about Tinton Falls development projects.

There being no further business, on a motion by Steve Gallo and seconded by Jay Coffey and unanimously approved by all voting members present, the meeting was adjourned at 5:55p.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.


Bruce Steadman – Secretary



STATE OF NEW JERSEY
OFFICE OF THE GOVERNOR
P.O. BOX 001
TRENTON
08625
(609) 292-6000

PHILIP D. MURPHY
GOVERNOR

March 11, 2022

To the Family of Dr. Robert Lucky,

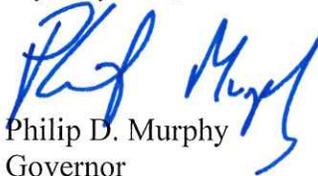
It is with a heavy heart that I offer my sincerest condolences to your family as you mourn the passing of Dr. Robert Lucky. Dr. Lucky dedicated much of his life to the technology community. Not only was he an author, he was a leader and frequent mentor to many. Throughout his career, Dr. Lucky was actively devoted in professional, academic, and governmental roles. From speaking at technical, business, academic and social occasions worldwide to editing, writing, consulting and engineering, Dr. Lucky made an impact on numerous family members, advisory boards, and anyone who shared conversation with him.

After receiving his doctorate degree, Dr. Lucky went on to receive countless awards and led the top of many boards at dozens of universities. Dr. Lucky was passionate about bettering not just the community but the world. As Chairman of the Fort Monmouth Economic Revitalization Planning Authority (FMERPA) and over a decade sitting on the Board, he was inspirational in guiding the investment, growth and integration of Fort Monmouth.

Most importantly he spent his life surrounded by his loved ones. He could be found close to the Navesink River, sitting right beside his best pal, Sunny. He leaves behind two children, David and Karen, alongside five grandchildren, who loves him dearly.

I am wishing you comfort and peace during this very difficult time. Though no words are enough to encapsulate the depth of loss that you all now face, we hope you can take comfort knowing that the memory of Dr. Robert Lucky's compassion will flourish through eternity and inspire generations to come.

My very best,


Philip D. Murphy
Governor

ADOPTED
March 16, 2022

Resolution Regarding
First Amendment to the Grant Agreement and MOU between FMERA and the
Two River Water Reclamation Authority

WHEREAS, on October 20, 2021, the FMERA Board approved an MOU with the New Jersey Department of Community Affairs (“NJDCA”) to make available to FMERA funds in the amount not to exceed \$10,500,000 (the “CSFRF Funds”) for the purpose of setting forth the terms and conditions for the disbursement of monies from American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund to implement the Fort Monmouth Water and Sewer Replacement Program; and on November 15, 2021, FMERA and NJDCA executed the MOU (“NJDCA MOU”), thereby allowing NJDCA to disburse one-half (50%) of the entire amount of the CSFRF Funds to FMERA; and

WHEREAS, on November 29, 2021, FMERA drew down the initial one-half advance of the CSFRF funds, and on January 13, 2022 FMERA drew down one quarter of the remaining CSFRF Funds; and

WHEREAS, FMERA and TRWRA entered into an MOU on May 16, 2019 (“TRWRA MOU”), to reflect the mutual understanding of the Parties that TRWRA will construct and install a new Pump Station, Force Main and East Interceptor serving the eastern portion of the Oceanport section of the former Fort Monmouth (“the Project”); and

WHEREAS, the TRWRA MOU states that FMERA shall pay 100% of the costs of the Project, not to exceed \$5.2M, including, but not limited to consulting fees, design fees, permit costs, and all construction costs associated with or arising from the Project; FMERA and TRWRA reserved the right to reject all bids should the costs for construction observation engineering services exceed \$5.2M; and

WHEREAS, to adhere to reporting and management obligations required by the NJDCA MOU, FMERA entered into a Grant Agreement with TRWRA for the disbursement of the \$5,200,000 of CSFRF Funds for the Project; under the terms of the Grant Agreement, FMERA disbursed \$5,200,000 of the CSFRF Funds to TRWRA for the costs of the Project incurred as set forth in the Project Costs exhibit of the Grant Agreement; and

WHEREAS, on February 8, 2022, in accordance with the Local Public Contracts Law, TRWRA received bids for the Project which substantially exceeded the \$5.2MM Project Costs; TRWRA terminated the bid process as permitted under the TRWRA MOU; and

WHEREAS, TRWRA has attributed the substantially higher bids to escalating material costs, the complexity of the project which includes increased management fees and unanticipated roadway repairs; and has submitted a Project Costs estimate with an amount not to exceed \$6,500,000; and

WHEREAS, the Parties, therefore, have agreed to amend the original TRWRA MOU and the Grant Agreement to provide adequate funds to complete the Project; and

WHEREAS, under the terms of the First Amendment, FMERA shall disburse up to \$6,500,000 (“Project Costs”) from the CSFRF Funds to TRWRA for the costs of the Project to construct and install the Project, including but not limited to construction costs, engineering services during construction, costs to prepare plans and specifications for bidding and permit fees incurred as set forth in Exhibit C to the First Amendment; TRWRA may propose to amend the Project Costs by providing written notice of the proposed amendments to FMERA, and FMERA shall advise TRWRA in writing as to whether the increase in Project Costs is approved; and

WHEREAS, in addition, the TRWRA MOU is amended to state that FMERA shall pay 100% of the costs of the Project not to exceed Six Million Five Hundred Thousand Dollars. Sections 6(a)(i)-(iv) were also deleted; and

WHEREAS, all other terms of the Grant Agreement and TRWRA MOU remain unchanged. In addition, staff requests the Board recommend granting the Executive Director delegated authority to increase the Project Costs by an amount not to exceed 10% for unforeseen site conditions or material costs; and

WHEREAS, the attached First Amendment to the Grant Agreement and MOU between FMERA and TRWRA is in substantially final form. The final terms of the First Amendment to the Grant Agreement and MOU will be subject to the approval of TRWRA, FMERA's Executive Director and a review as to the form by the Attorney General's Office; and

WHEREAS, the Audit Committee 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 Grant Agreement and MOU between the Two River Water Reclamation Authority and FMERA to increase the allocated funding for the TRWRA Project Costs for the installation of a new Pump Station, Force Main and East Interceptor to provide sewer service for the eastern portion of the former Army Fort property located within the Borough of Oceanport.

2. The Authority approves granting FMERA's Executive Director delegated authority to increase the Project Costs by an amount not to exceed 10% for unforeseen site conditions or material costs and with final terms acceptable to the Executive Director and the Attorney General's Office and authorizes the Executive Director to execute the Agreement.

3. 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: March 16, 2022

EXHIBIT 1

MEMORANDUM

To: Members of the Board

From: Bruce Steadman
Executive Director

Date: April 27, 2022

Subject: Monthly Status Report

Summary

The following are brief descriptions of the Fort Monmouth Economic Revitalization Authority (FMERA) staff's monthly activities which include Treasurer's Report, Update on Utilities and Infrastructure; Update on the Fort Monmouth Redevelopment; Update on Marketing; and Action Items for Next Month.

Treasurer's Report

FMERA staff is preparing the first quarter financial and operational summary for 2022. Staff will review the quarter and assess the quarter's performance against the 2022 organization goals and budget. The Authority's independent auditors, CliftonLarsonAllen, LLP, have completed the 2021 audit and will report their findings to the Audit Committee at the committee's next meeting in May. Staff will also present the Annual Report to the committee. The Annual Report and audited financial statements serve as FMERA's Comprehensive Annual Report to meet the requirements of Executive Order No. 37 (2006). Subject to the Audit Committee's recommendation, the 2021 Comprehensive Annual Report including the audited financial statements will be forwarded to the Board for their review and approval at the May meeting.

Executive Director's Report

• 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.

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.

Other projects in process include:

- FMERA & JCP&L have begun discussions regarding the buildout of the downstream 35KVA distribution station.
- The NJDCA funded \$159,325 for the Professional Engineering Services with the Eatontown Sewerage Authority has been transferred for the sewer improvement projects within the Eatontown section of the Fort.

The last three weeks have seen several events involving wildlife and its influence on the fort electrical system.

On Thursday, April 7th, electrical power to the entire Fort was interrupted at approximately 7:15a.m. when a nesting osprey caused a short on a utility pole, causing the main high-voltage breaker in our substation to trip. Power was restored to most of the fort by 8:00a.m. The remainder, including power to the Monmouth County Highway District 6 motor pool, was restored by 12:30p.m. Due to wet ground conditions around the subject utility pole, a temporary bypass is now in place until after the nesting season.

On April 13th, sparks originating from an osprey nest on a JCP&L high-voltage pole started a brush fire along Anson Avenue at Oceanport Way. Oceanport and Eatontown Fire Departments responded, and the brush fire was extinguished. JCP&L was notified regarding the incident and there was minor damage to the power pole.

On Friday afternoon, April 15th, FMERA was notified by JCP&L's substation group that communications to their switching station, located adjacent to our main substation, were interrupted. JCP&L technicians subsequently discovered that a racoon had made contact with electric components and damaged a transformer. All JCP&L power feeding the switching station and Fort Monmouth had to be de-energized the following morning to make repairs to their system. The outage lasted from 9:30a.m. to 4:00p.m. on Saturday, April 16th.

Despite expensive efforts to strengthen and harden our electrical system to protect it from animal and bird encounters, the intrusions frequently result in unavoidable power outages and harm to wildlife.

To date in 2022, protecting our electric system and repairing damage due to osprey activity cost FMERA 180-man hours and \$9,252 in materials, for a total of \$24,345.

In 2021 the same cost FMERA \$58,330 and included three osprey related utility pole fires that resulted in approximately 20 hours of power outages.

2. Update on the Fort's Redevelopment

The following is a town-by-town summary of the status of our redevelopment projects.

In **Oceanport**, FMERA has closed on the following seventeen properties:

- Former Patterson Army Hospital on December 13, 2013, with AcuteCare Systems.
- Officer Housing Parcels on January 13, 2017, with RPM Development, LLC. The company renovated the 116 historic housing units, creating 68 market-rate for sale units, and 48 rental units; twenty percent of the total units are available to low- and moderate-income households.
- Main Post Chapel on February 27, 2017, with Triumphant Life Assembly of God Church who purchased the approximately 16,372 sq. ft. building for use as a house of worship.
- Russel Hall on June 23, 2017, with TetherView Property Management, LLC, a private cloud computing services company who occupies the 40,000 sq. ft. building. Russel Hall currently houses a variety of businesses including tech companies, medical offices, and an architecture firm.
- 13-acre parcel on Murphy Drive on August 16, 2017, where the Borough of Oceanport purchased the property for their new municipal complex.
- Fitness Center on September 26, 2017, enabling Fort Partners Group, LLC, to renovate and expand the facility to emphasize basketball and medically based fitness and wellness programs, and individualized group training and classes.
- Dance Hall parcel on April 4, 2018, to The Loft Partnership, LLC. The developer plans to renovate the Dance Hall as a microbrewery, coffee house, and banquet facility.
- Building 501, on April 24, 2019, with Family Promise of Monmouth County, an approximately 1.7-acre site, via a Legally Binding Agreement (LBA).
- Telecommunications Tower and Land on October 25, 2019, with Global Signal Acquisitions, LLC for an approximately 0.58 parcel of land containing the Telecommunications Tower and adjacent land.
- Squier Hall Complex, on December 18, 2019, with KKF University Enterprises, LLC, an approximately 31-acre site. The developer has secured a commitment from New Jersey City University for use of the site as a satellite campus and anticipates opening in Fall 2020.
- Commissary, Post Exchange (PX) complex, Warehouse District and a 1000 Area Parking parcel, on October 16, 2020, with OPort Partners, LLC. The Commissary/PX parcel shall permit, Food Service, Flex space, Office, R&D and Instructional Schools and Studios. The Warehouse District will permit Flex Space, Medical Office, Office, and Research & Development.
- Marina, on March 22, 2021, with AP Development Partners, LLC, which will continue to operate as a marina/public boat ramp and restaurant.
- Barker Circle, with Barker Circle Partnership, LLC, an approximately 19.5-acre parcel in the historic district which includes the repurposing of buildings 205-208, and 287, as well as the Main Post Firehouse and Kaplan Hall, for residential, office and other commercial uses.

- Lodging Area, on November 24, 2021, with Somerset Development, LLC, a 15-acre site located on Parkers Creek, to be developed with up to 185 new and renovated housing units.

Also in **Oceanport**, FMERA has executed or approved contracts on the following two properties:

- Allison Hall, with Fort Monmouth Business Center, LLC, a 13-acre parcel which includes the reuse of the historic building, as well as retail, office/research & development and open space/recreation uses.
- Nurses Quarters, with RPM Development, LLC for the 24-unit residential complex on Main Street adjacent to the former Patterson Army Hospital.

In **Eatontown**, FMERA has closed on the following three properties:

- Suneagles Golf Course, on December 18, 2020, with Martelli Development, LLC, to maintain and upgrade the existing Golf Course, renovate historic Gibbs Hall, and construct 75 new housing units. Martelli continues to operate the course and restaurant in the interim, so it remains open to the public as the redevelopment progresses.
- New Jersey American Water Tank Parcel, on April 23, 2021, a parcel located on a 3.945-acre tract on the Howard Commons parcel to install a water tank to serve NJAW's needs by providing approximately four acres of land surrounded on two sides by undeveloped preserved forest, a municipal road on another and a fourth side that encompasses soon to be built residential units which will be buffered by trees.
- Eatontown Parks Parcel, on March 7, 2022, with the Borough of Eatontown, a 3.82-acre tract known as the Nicodemus Avenue Park Parcel located on Nicodemus Avenue for active recreation uses.

Also in **Eatontown**, FMERA has executed or approved contracts on the following parcel:

- Building 1123, a former general office building at Avenue of Memories and Wilson Avenue with the Borough of Eatontown for the reuse by the Borough's Department of Public Works.

In **Tinton Falls**, FMERA has closed on the following eight properties:

- Parcel E, on January 13, 2013, with Commvault for the headquarters.
- Building 2525, on February 5, 2016, with Aaski Technologies who leases the building to other tenants for technology and office uses.
- Child Development Center, on March 18, 2016, with Trinity Hall, for the all-girl high school.
- Fort Monmouth Recreation Center and Swimming Pool, on January 6, 2017, with the Monmouth County Park System and being used for programs which include arts & crafts, sports, exercise classes and a variety of amenities including classrooms, gymnasium and a game room.
- Parcel F-3 on February 23, 2017, with the Monmouth County Park System in conjunction with the adjacent Recreation Center and Swimming Pool. Located along Hope Road, the County has expanded its services and public open space amenities currently offered at the Recreation Center.
- Charles Wood Fire Station, on May 22, 2018, transferring the property to Commvault Systems, Inc. for use as corporate office and training space.
- Parcel C with Lennar Corporation, on August 2, 2018, approved for 243 residential units and up to 58,000 sq. ft. of retail development.
- Parcel C1 with Lennar Corporation, on August 2, 2018, planned for 45 new single-family homes.

FMERA has executed contracts on three properties in **Tinton Falls**:

- Fabrications Shops (Pinebrook Road Commerce Center), 45,000 sq. ft. of light industrial and flex office space buildings along Pinebrook Road for sale to Pinebrook Commerce Center, LLC, which is slated to close imminently.
- Parcel F-1 – Myer Center and Building 2705, an approximately 36-acre parcel in Tinton Falls where RWJ Barnabas Health (RWJBH) plans to create a health campus.
- Tinton Falls Commercial Parcel (Pulse Power, Building 2719, and the Pistol Range) with RWJBH for 1) construction of a three-story Medical Office Building anticipated to have be approximately 121,125 GSF; 2) installation of a grid-supply solar energy system; 3) construction of active recreational facilities, including two (2) multi-purpose grass or turf athletic fields, one (1) baseball / softball field, up to five (5) tennis courts, and a field house; 4) passive recreation, including a community walking / nature trail that enhances walkability and interconnectedness of the Tinton Falls section of Fort Monmouth; and 5) open space to benefit the surrounding area.

3. Marketing Update

While FMERA remains focused on the continued movement and progress of on-going projects, we are also excited to highlight our progress to date with the release of our 2021 Annual Report. The report features extensive visual highlights of the Fort's projects, from construction through completion. Following the Board's review and approval at the May meeting, the report will be available to the public. With the highest and best use of the property and job creation in mind, FMERA re-released its Mega RFOTP on March 8th, which staff believes will further our redevelopment initiatives and support the economic vitality of the region.

At present, FMERA is advertising the Mega Parcel and is seeking proposals for the redevelopment of an approximately 292-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. Proposals are due by noon on June 6, 2022. Please note that the RFOTP process remains open and competitive to all interested parties. Now that the proposal process has begun, any questions must be submitted through our formal Q&A process, as detailed in Section 6.0 of the RFOTP. Once proposals are received, a formal evaluation process will be conducted, and all proposals will be evaluated against the included evaluation criteria.

FMERA staff is presently working a hybrid schedule with our offices open daily. Please visit our website, www.fortmonmouthnj.com and follow us on Instagram at @fortmonmouthnj for our latest updates.

4. Action Items for Next Month.

- Continued work with the N.J. Department of Environmental Protection and U.S. Army to identify and resolve environmental issues of concern
- Continued outreach to our stakeholders in the 3 host municipalities, the County and others
- Continued collaboration with the NJEDA Trenton Office on marketing and business development opportunities
- Continued work on the water, sewer, and electric system improvements

This is my last FMERA Board Meeting as Executive Director, after 11½ years. I will be retiring next month. I can truly say it has been my honor and great joy to be a part of this FMERA team. The extent to which we have achieved successes to date in our mission, is a direct result of the intellect, skill, enthusiasm, and determination of this great team. I want to thank each of the FMERA staff members with all earnestness for all their help, advice, hard work, and commitment to the redevelopment of Fort Monmouth. They have taught me many things and given me many fantastic memories that will always be with me.

I would be remiss if I didn't note my deep gratitude for Al Koepp, former Chair of the EDA Board, and Caren Franzini, former CEO of EDA, who hired me, and contributed greatly to the foundation of FMERA and to our many initial milestones. They were both outstanding people, and I miss them greatly. From a personal standpoint, I want to thank Tim Sullivan, current CEO of the EDA, whose leadership, support, counsel, and vision have been instrumental to the FMERA team's success now and for the foreseeable future.

The FMERA Board members have been a pleasure to work with, supportive, understanding, and always at the ready to help, particularly Mayors Coffey and Talerico, with whom I haven't always seen eye to eye, but whose inputs and perspectives I have always respected and appreciated. Both of our past Chairmen, Jim Gorman and Bob Lucky, were open, honest, and always available to me, offering their unique viewpoints and personal and professional comments and advice if and as needed. Each man set the bar high with respect to expectations of the staff and objectives for FMERA.

I need to make a special thank you to Freeholder Lillian Burry, the Grand Lady of Fort Monmouth redevelopment, who has been our staunchest supporter from Monmouth County since day one; and who has provided me with hours of time and effort and counsel on any number of operational, financial, personnel, and other issues since the first moment I met her. Lillian has lived and breathed the many twists and turns in the redevelopment highway of the Fort, for years even before any of the current staff came aboard.

Finally, I know Kara Kopach will be an outstanding Executive Director. She will lead the FMERA team to its greatest successes, forge the path to completion of its most important mission, and put the bricks in place for the creation of thousands of jobs and millions of dollars in tax revenue for the 3 boroughs and the county. She has exceptional leadership instincts and intuition and is a first-class person who inspires and motivates.

There are so many other people that have made major contributions to the FMERA team's success, beyond those I have mentioned. I have tried to reach out to many of them privately over the last few weeks and will continue to do so. My sincere thanks to each of you.

I will be spending my next years chasing the sunrises and sunsets with my better half, retrieving the bouncing golf ball, mentoring our incredible grandchildren, and trying to keep up with the exciting projects you all will be doing here at Fort Monmouth. I will leave you with 2 great quotes worth remembering. First, the famous words of Rick Bobby, "If you ain't first, you're last." And from his best buddy, the Magic Man, "Now you see me, now you don't."

Bruce Steadman

Bruce Steadman

Prepared by: Regina McGrade

**Resolution Regarding
Transmittal to Host Municipalities of Proposed Eighteenth Plan Amendment Permitting Alternative
Development Scenario in Oceanport.**

WHEREAS, the FMERA Act, P.L. 2010, c.51, in N.J.S.A. 52:27I-26(c), and the Land Use Rules, in 19:31C-3.27(c), authorize FMERA to amend the plan from time to time as development progresses; and

WHEREAS, pursuant to the Land Use Rules, FMERA must transmit any proposed Reuse Plan amendment to the governing body of the three municipalities for a 45-day comment period and then consider any comments prior to the Board approving or disapproving the amendment; and

WHEREAS, the Reuse Plan envisions the redevelopment of the Oceanport Reuse Area for approximately 1.75 million square feet of non-residential space and 720 residential units which would include a high-tech/green-industry cluster, education/medical campus, a neighborhood center, a boutique hotel and spa, and expansive green space including the historic Parade Ground; and; and

WHEREAS, with respect to the Nurses Quarters parcel, the Reuse Plan contemplates the reuse of Buildings 1077 & 1078 as mixed-income apartments, and this amendment further contemplates the development of new townhomes in such a way that it creates a compact pedestrian-friendly environment along Main Street allowing the development of more flexible and usable open spaces in the western section of the parcel; and

WHEREAS, Amendment #18 provides the option for an alternative development scenario on the Nurses Quarters Parcels that is located on the former Fort Monmouth property in the Borough of Oceanport; the Property is included in the Oceanport Education/Mixed-Use Neighborhood Development District, which permits low-and medium-density residential, mixed-use, retail, office/research, institutional/civic, and open space/recreational uses; and

WHEREAS, Amendment #18, prepared by Upendra Sapkota, FMERA's Senior Project Officer of Planning and Development would permit those uses as described in the attached memorandum; and

WHEREAS, the attached Amendment #18 is in substantially final form and the final terms of Amendment #18 are subject to the approval of the Executive Director and a review as to form by the Attorney General's Office; and

WHEREAS, the Real Estate Committee has reviewed the proposed plan change Amendment #18 and recommends Board approval of the transmittal of the proposed amendment to the governing body of each host municipality.

THEREFORE, BE IT RESOLVED THAT:

1. For the reasons expressed in the attached memorandum, the Authority approves the transmittal to the governing body of each of the three host municipalities of the proposed attached Amendment #18 to the Fort Monmouth Reuse and Redevelopment Plan that would permit an alternative development scenario in the Oceanport Reuse Area.

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: March 16, 2022

EXHIBIT 2

Resolution Regarding

Approval of a Memorandum of Understanding between the Fort Monmouth Economic Revitalization Authority and the New Jersey Economic Development Authority for Use & Occupancy of a portion of Building 502

WHEREAS, the NJEDA is a state authority whose mission is to grow the state's economy and increase equitable access to opportunity by supporting high-quality job creation, catalyzing investment, and fostering vibrant, inclusive community development; the NJEDA is headquartered in Trenton, New Jersey, with additional offices in Newark and Camden; and

WHEREAS, in order to facilitate NJEDA's presence in this part of the state, NJEDA is seeking to enter into an MOU with FMERA to use approximately 2,000 square feet of delineated office space within the FMERA's headquarters, Building 502, located at 502 Brewer Avenue (aka Caren Franzini Way) (the "Property") along with access rights to the Property's lobby, kitchen, parking and common areas for use as an ancillary office; and

WHEREAS, the MOU would be effective from March 1, 2022, until the earlier of February 29, 2028, or until such time as FMERA relocates its headquarters; NJEDA is aware that the Property is included for sale within FMERA Request for Offers to Purchase for the Mega Parcel; and

WHEREAS, under the terms of the MOU, NJEDA would agree to contribute Forty Thousand Dollars (\$40,000) per year for its use of the Property, which will be paid to FMERA on the first day of each quarter in quarterly installments of Ten Thousand Dollars (\$10,000.00). Either Party may terminate the MOU effective thirty (30) days after providing written notice to the other, but to the extent possible, FMERA will provide nine (9) months advance notice of termination unless there is a specific reason for an earlier termination period; and

WHEREAS, the NJEDA shall be responsible for its own administrative tasks, including but not limited to: scheduling meetings, mailings, answering phones, greeting visitors, and/or maintaining organized file systems for the organization; NJEDA shall also be responsible for the maintenance and upkeep of its improvements, furniture and equipment; and

WHEREAS, in the event NJEDA seeks to make improvement to the premises, NJEDA will receive FMERA's prior written approval to its plans and undertake the construction in a good and workmanlike manner in accordance with all requirements of applicable federal, state, and local ordinances and with the rules, regulations and requirements of all departments, boards, bureaus, officials and authorities having jurisdiction; and

WHEREAS, the attached MOU is in substantially final form. The final document will be subject to the approval of FMERA's Executive Director and as to form by 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. For the reasons expressed in the attached memorandum, the Board authorizes the execution of a Memorandum of Understanding that will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority and New Jersey Economic Development Authority regarding the interagency agreement for the use and occupancy of a portion of FMERA's headquarters, located at 502 Brewer Avenue (aka Caren Franzini Way) in Oceanport, New Jersey.

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: April 27, 2022

EXHIBIT 1

MEMORANDUM

TO: Members of the Board

FROM: Bruce Steadman
Executive Director

RE: Request to approve a Memorandum of Understanding between the Fort Monmouth Economic Revitalization Authority and the New Jersey Economic Development Authority for Use and Occupancy of Building 502.

DATE: April 27, 2022

Request

I am requesting that the Board authorize the execution of a Memorandum of Understanding (“MOU”) that will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority (“FMERA”) and the New Jersey Economic Development Authority (“NJEDA”) regarding the interagency agreement for the use and occupancy of a portion of FMERA’s headquarters, aka Building 502, an approximately 10,650 sf building located at 502 Brewer Avenue (aka Caren Franzini Way) in Oceanport New Jersey (the “Property”) and adjacent parking facilities for use as an ancillary office by NJEDA.

Background

The NJEDA is a state authority whose mission is to grow the state’s economy and increase equitable access to opportunity by supporting high-quality job creation, catalyzing investment, and fostering vibrant, inclusive community development. The NJEDA is headquartered in Trenton, New Jersey, with additional offices in Newark and Camden.

In order to facilitate NJEDA’s presence in this part of the state, NJEDA is seeking to enter into an MOU with FMERA to use approximately 2,000 square feet of delineated office space within the Property (“NJEDA Premises”) along with access rights to the Property’s lobby, kitchen, parking and common areas for use as an ancillary office.

The MOU would be retroactive to take effect from March 1, 2022 until the earlier of February 29, 2028 or until such time as FMERA relocates its headquarters. NJEDA is aware that the Property is included for sale within FMERA Request for Offers to Purchase for the Mega Parcel.

Under the terms of the MOU, NJEDA would agree to contribute Forty Thousand Dollars (\$40,000) per year for the continued operation of the Property, which will be paid to FMERA on the first day of each quarter in quarterly installments of Ten Thousand Dollars (\$10,000.00). Either Party may terminate the MOU effective thirty (30) days after providing written notice to the other, but to the extent possible, FMERA will provide nine (9) months advance notice of termination unless there is a specific reason for an earlier termination period. The NJEDA shall be responsible for its own administrative tasks, including but not limited to: scheduling meetings, mailings, answering phones, greeting visitors, and/or maintaining organized file systems for the organization. NJEDA shall also be responsible for the maintenance and upkeep of its improvements, furniture and equipment. In the event NJEDA seeks to make improvement to the NJEDA Premises, NJEDA will receive FMERA’s prior written approval to its plans and undertake the construction in a good and workmanlike manner in accordance with all requirements of applicable federal, state, and local ordinances and with the rules, regulations and requirements of

all departments, boards, bureaus, officials and authorities having jurisdiction over the NJEDA Premises.

The attached MOU is in substantially final form. The final document will be subject to the approval of FMERA's Executive Director and a review as to form by the Attorney General's Office. The Real Estate Committee has reviewed the request and recommends it to the Board for approval.

Recommendation

In summary, I am requesting that the Board authorize the execution of a Memorandum of Understanding between the Fort Monmouth Economic Revitalization Authority and the New Jersey Economic Development Authority regarding the interagency agreement for the use and occupancy of a portion of FMERA's headquarters, aka Building 502, located at 502 Brewer Avenue (aka Caren Franzini Way) in Oceanport New Jersey.

Bruce Steadman

Bruce Steadman

Attachment: Memorandum of Understanding
Exhibit A
Exhibit B

Prepared by: Regina McGrade and Laura Drahushak

**USE AND OCCUPANCY
MEMORANDUM OF UNDERSTANDING**

Date of Execution: _____

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into by and between the New Jersey Economic Development Authority (hereinafter referred to as “EDA”), and the Fort Monmouth Economic Revitalization Authority (hereinafter referred to as “FMERA”). EDA and FMERA are collectively referred to herein as the “Parties”.

WHEREAS, FMERA owns an office building at 502 Brewer Avenue (aka Caren Franzini Way), Oceanport, New Jersey totaling approximately 10,650 sf occupied by FMERA as its headquarters building (the “Property”); and

WHEREAS, FMERA wishes to provide to EDA approximately 2,000 square feet of space within the Property along with access rights to the Property’s lobby, kitchen, parking and common areas as an EDA ancillary office (the “EDA Premises”); and

WHEREAS, EDA shall be entitled to use of any existing improvements, furniture, fixtures and equipment located within or associated with the EDA Premises; and

WHEREAS, it is the intent of EDA to pay certain costs associated with occupying the EDA Premises through a Use and Occupancy Payment as hereinafter defined; and

WHEREAS, EDA and FMERA wish to delineate in writing the understanding between EDA and FMERA to permit EDA to use and occupy the EDA Premises; and

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. **Incorporation**. All of the above recitals are incorporated as if set forth herein.
2. **EDA Premises**. FMERA hereby agrees to permit EDA to use and occupy the EDA Premises as an auxiliary office subject to this MOU. The EDA Premises constitutes approximately 2,000 sf as depicted on the floor plan attached as **Exhibit A** to this MOU and incorporated by reference herein. EDA shall also have the right to use the Property’s lobby, kitchen, parking and common areas.
 - a. The EDA Premises may be used as office space to support EDA’s business operations. Any other proposed use(s) by EDA shall be subject to the prior written approval of FMERA.
 - b. EDA shall be permitted to fully occupy the EDA Premises, as delineated in Exhibit A, not including the adjacent Board Room area. EDA is aware that FMERA has monthly Board Meetings at 5 p.m. on the third Wednesday of every month, and other routinely scheduled committee meetings, and will endeavor to limit its use of the Property during these times to the EDA Premises and FMERA will endeavor to provide adequate advance notice of these

meeting dates and times. EDA staff may from time to time use the Board Room area upon scheduling approval consent from FMERA's Administrative Manager.

- c. EDA recognizes that use of the Property will be shared with FMERA staff, and EDA's use of the Property will not unreasonably interfere with FMERA's use of its office space or shared common areas.
- d. EDA shall be responsible for its own administrative tasks, including but not limited to: scheduling meetings, mailings, answering phones, greeting visitors, and/or maintaining organized file systems for the organization. EDA shall supply and use its own printer which shall be located in the EDA Premises.
- e. This MOU is subject to all existing easements or those subsequently granted by FMERA as well as established access routes for roadways and utilities located, or to be located, on the Property, provided that the proposed grant of any new easement or route will be coordinated with EDA, and easements will not be granted which will, in the opinion of FMERA, interfere with the access to or use of the EDA Premises by EDA, unless FMERA deems the new easement(s) is needed to further the redevelopment of Fort Monmouth.

3. Condition of the Premises.

- a. EDA acknowledges that it will be using and occupying the EDA Premises in its "as is" condition and that FMERA shall not be required to do any work in the EDA Premises other than removing prior to the commencement of the Term any personal property of FMERA to accommodate EDA's occupancy. FMERA shall be responsible to perform routine maintenance and repair of the EDA Premises at FMERA's sole cost and expense during the Term as hereinafter defined. FMERA shall retain responsibility for maintaining the Property's mechanical systems and common areas and any structural repairs and replacements that may be required.
- b. The Property is subject to the Environmental Protection Provisions set forth in Schedule C originally found in the Quitclaim Deed dated October 25, 2016 from the United States of America and recorded with the Monmouth County Clerk on November 28, 2016 in Book 9199 at Pages 6736, et. seq. to FMERA. The Environmental Protection Provisions includes reference to Monitoring Wells FTMM-68-MW-22 & FTMM-68-MW-23, and Lead-Based Paint.

4. Term.

This MOU shall be effective as of March 1, 2022 and shall expire on the earlier of February 29, 2028 or until the occurrence of the condition set forth in Paragraph 4(a) below.

- a. EDA is aware that FMERA has included the Property in a request for offers to purchase ("RFOTP"). The RFOTP includes a relocation cost for the Property to be reimbursed by the winning proposer at the time of closing. Prior to closing, FMERA intends to relocate to a yet to be determined office space, preferably within the Fort's boundaries. In the event FMERA

relocates to new office space prior to the end of the term this MOU will automatically terminate. Notwithstanding the foregoing, EDA may choose to relocate to the new office space with FMERA. In the event EDA chooses to relocate with FMERA, the MOU shall be amended by the Parties, accordingly.

- b. Notwithstanding the foregoing, it is understood and agreed, however, that either Party may terminate this MOU effective thirty (30) days after providing written notice to the other Party of the intent to terminate. Nevertheless, FMERA understands that EDA has expended considerable time and incurred significant expenses to fit out, furnish and equip the EDA Premises. To the extent possible, FMERA will provide EDA with nine (9) months advance notice of any termination unless there is a specific reason to give EDA a lesser notice of termination period.

5. **Use and Occupancy Payment.** As its contribution for its use of the EDA Premises, EDA shall pay to FMERA Forty Thousand Dollars (\$40,000.00) per year, which NJEDA shall pay to FMERA in advance on the first day of each quarter in quarterly installments of Ten Thousand Dollars (\$10,000.00) (the "Use and Occupancy Payment"). The Use and Occupancy Payment shall constitute NJEDA's share of the total cost of the operation and maintenance of the entire Property, including the EDA Premises for the purposes stated in Paragraph 2 above, The Use and Occupancy Payments shall be sent to FMERA at the following address:

Fort Monmouth Economic Revitalization Authority
502 Brewer Avenue
Oceanport, New Jersey 07757
Attention: Jennifer Lepore, Accounting Manager

6. **Parking.** EDA shall have use of Parking Areas A and C depicted on Exhibit B attached to this MOU and incorporated by reference herein at no additional cost to EDA.
7. **Cooperation between the Parties.** The Parties agree to exercise all reasonable efforts to resolve any dispute that may arise as a result of this MOU including but not limited to any heating, air conditioning or other maintenance issues or complaints.
8. **Damages to the Property.** EDA hereby agrees that EDA shall be obligated to pay for any damages to the EDA Premises or any other portion of the Property caused by their officers, agents, guests and employees. In the event such damage occurs, FMERA shall give EDA written notice specifying the nature of said damages. Within a reasonable time after receipt of written notice, EDA shall cure or commence to cure said damages.
9. **FMERA Entering EDA Premises.** EDA recognizes that FMERA may enter the EDA Premises to ensure that EDA's actions are in accord with this MOU and to offer tours to potential purchasers of the Property, and FMERA will provide reasonable advance notice, emergencies excepted. EDA may be present whenever FMERA reviews EDA's actions related to the EDA Premises.
10. **No Other Occupancy of EDA Premises.** EDA shall not lease, license or otherwise permit the

EDA Premises to be used by others.

11. Condemnation and Casualty. In the event of any taking by eminent domain or damage by fire or other casualty to the EDA Premises thereby rendering the EDA Premises wholly or in part unsuitable for occupancy, EDA shall acquiesce in and be bound by any action taken by or agreement entered into by FMERA with respect thereto.

12. Termination. Upon the expiration or other termination of the term of the MOU, EDA shall quit and surrender to FMERA the EDA Premises, broom clean, in good order and condition, ordinary wear and tear excepted, and at EDA's expense to remove all property of EDA.

13. Notices.

- a. Any notices, demands, or communications intended for FMERA with respect to this MOU shall be sent by certified and regular mail, or by overnight (which provides proof of delivery) and regular mail. Any notices given hereunder by any of the above-mentioned methods shall be deemed delivered when deposited in a United States general or branch post office, or with a reputable overnight mail delivery service that provides proof of delivery, addressed as provided below.
- b. Unless such other address is requested by FMERA in writing, notices, demands, and communications shall be addressed to:

Fort Monmouth Economic Revitalization Authority
502 Brewer Avenue
Oceanport, New Jersey 07757
Attention: Bruce Steadman, Executive Director

- c. If intended for EDA said notices, demands, and communications shall be addressed to the following address and to such other officials as EDA may request in writing:

New Jersey Economic Development Authority
Real Estate Department
36 West State Street
PO Box 990
Trenton, NJ 08625-0990
Attention: Juan Burgos, Director of Finance & Development

14. Special Conditions

EDA may make improvements to the EDA Premises, which improvements may include, without limitation, improvements to the Property, provided that:

- a. EDA receives prior written approval by FMERA of plans submitted to FMERA for review;
- b. Said improvements are undertaken or constructed in a good and workmanlike manner and in accordance with all requirements of applicable federal, state and local ordinances and with

the rules, regulations and requirements of all departments, boards, bureaus, officials and authorities having jurisdiction there over;

- c. All necessary permits for such improvements shall be obtained by EDA.

15. Construction of MOU.

Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be effective and valid under the applicable law, but, if any provision of this MOU shall be held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this MOU. The Parties are entering into this MOU for the sole purpose of evidencing the mutual understanding and intention of the Parties. It may be amended, modified, and supplemented at any time by mutual consent and in writing signed by the undersigned or their designees. There are no third-party beneficiaries of this MOU.

- a. The captions of individual sections or Section hereof are for the convenience of reference only and shall be given no effect in the construction of this MOU.
- b. Nothing in this MOU shall be construed in such a manner as to create a sublease between the Parties.

16. Counterparts. This MOU may be executed in any number of counterpart copies, all of which shall have the same force and effect as if all parties hereto had executed a single copy hereof. Facsimile or PDF signatures to this MOU shall have the same force and effect as “ink” signatures and no “ink” copy of any facsimile or PDF signature is required to bind the party signing by facsimile or PDF of this MOU. Pursuant to written policy, EDA allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. FMERA also agrees to be bound by electronic signatures as a signatory to this MOU.

IN WITNESS WHEREOF, the Parties hereto, duly authorized, have executed this MOU as of the date of the last signing party, which date shall be entered on the first page of this MOU.

ATTESTED

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

Tim Sullivan
Chief Executive Officer

APPROVED AS TO FORM:
MATTHEW J. PLATKIN
ACTING ATTORNEY GENERAL OF NEW
JERSEY

By: Gary A. Kotler
Deputy Attorney General

ATTESTED

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

Bruce Steadman
Executive Director

APPROVED AS TO FORM:
MATTHEW J. PLATKIN
ACTING ATTORNEY GENERAL OF NEW
JERSEY

By: Matthew Reagan
Deputy Attorney General

ADOPTED
April 27, 2022

Resolution Regarding
Second Amendment to the Purchase and Sale & Redevelopment Agreement with RPM Development, LLC
for the Nurses Quarters in Oceanport

WHEREAS, on November 13, 2019, the Board authorized the execution of the PSARA between FMERA and RPM Development Group for the Nurses Quarters Property, an approximately 3.75± acre parcel of land containing two buildings (Buildings 1077 and 1078) totaling approximately 18,655 gsf located on Main Street and Stephenson Avenue in the Main Post Area of Fort Monmouth; the PSARA was executed on January 14, 2020; and

WHEREAS, RPM's proposal for the Nurses Quarters calls for residential uses consisting of thirty-four residential units broken down into a mix of ten three to four-bedroom owner-occupied townhomes and the reuse of twenty-four one- and two-bedroom apartments as rentals, and seven of the apartments will be designated affordable housing flats and the seven affordable housing flats are subject to confirmation that they satisfy Purchaser's obligation to set aside twenty (20%) percent of the total residential units on this Parcel as housing that is affordable to low- and moderate-income households; and

WHEREAS, RPM will pay Two Million One Hundred and Fifty Thousand Dollars (\$2,150,000) for the property and shall have a total Capital Investment, net of the Purchase price, of Six Million Six Hundred Ninety Thousand Dollars (\$6,690,000); and

WHEREAS, under the terms of the PSARA, Seller was to deliver to Purchaser a survey to be used during Due Diligence for Title review, but due to a delay in the delivery of the survey for the site, RPM requested a Due Diligence extension of sixty days to complete its investigation of the suitability of the Property for redevelopment therefore FMERA staff requested and the Board approved a Due Diligence extension until May 14, 2020; the First Amendment was executed on March 12, 2020; and

WHEREAS, on September 25, 2020, the FMERA Board approved transmittal to the host municipalities Reuse Plan Amendment #16, which included an alternative development scenario for the Borough of Oceanport for both the Nurses Quarters Property and the Barker Circle parcel. After the 45-day comment period, FMERA decided to move forward with only an alternative development scenario for the Barker Circle parcel and to address the Nurses Quarters Property in a separate Reuse Plan Amendment; and

WHEREAS, since that time, the Purchaser has been in discussions with the Borough of Oceanport regarding the configuration of the site, and in particular the location of the driveway servicing the parcel along with the setbacks from Main Street; and

WHEREAS, a special development committee formed by the Oceanport Planning Board indicated a willingness to accommodate the project if the ingress and egress were modified and if the setback was held at the proposed depth; the Planning Board will have an additional opportunity to provide comment during the 45-day public comment period; and

WHEREAS, the Approval Period expired on May 14, 2021 and an Amendment to the Reuse Plan to accommodate the Project is a condition precedent to closing; and

WHEREAS, on March 16, 2022, the FMERA Board approved the transmittal to the host municipalities of Reuse Plan Amendment #18 which included an alternative development scenario for the Nurses Quarters Property. Reuse Plan Amendment #18 was transmitted on April 4, 2022, and the 45-day comment period ends on May 18, 2022; and

WHEREAS, the Parties now wish to amend the Agreement to retroactively extend the Approval Period until January 14, 2023; and

WHEREAS, all other terms of the PSARA will remain unchanged. The attached Second Amendment to the PSARA is in substantially final form. The final terms of the amendment will be subject to the approval of FMERA's Executive Director and a review as to form by the Attorney General's Office. The Real Estate Committee has reviewed the request and recommends it to the Board for approval; and

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the Second Amendment to the Purchase and Sale & Redevelopment Agreement with RPM Development, LLC for the Nurses Quarters 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: April 27, 2022

EXHIBIT 2

MEMORANDUM

TO: Members of the Board

FROM: Bruce Steadman
Executive Director

RE: Second Amendment to the Purchase and Sale & Redevelopment Agreement with RPM Development, LLC for the Nurses Quarters in Oceanport

DATE: April 27, 2022

Request

I am requesting that the Board approve the execution of the Second Amendment to the Purchase and Sale & Redevelopment Agreement (“PSARA”) with RPM Development, LLC (“RPM” or “Purchaser”) to retroactively extend the Approval Period until January 14, 2023.

Background

On November 13, 2019, the Board authorized the execution of the PSARA between FMERA and RPM Development, LLC (the “Parties”) for the Nurses Quarters Property, an approximately 3.75± acre parcel of land containing two buildings (Buildings 1077 and 1078) totaling approximately 18,655 gsf located on Main Street and Stephenson Avenue in the Main Post Area of Fort Monmouth. The Nurses Quarters were built in 1962 and include 24 residential units. The PSARA was executed on January 14, 2020.

RPM’s proposal for the Nurses Quarters calls for residential uses consisting of thirty-four (34) residential units broken down into a mix of ten (10) three to four-bedroom owner-occupied townhomes and the reuse of twenty-four (24) one- and two-bedroom apartments as rentals. Seven (7) of the apartments will be designated affordable housing flats. The seven (7) affordable housing flats are subject to confirmation that they satisfy Purchaser’s obligation to set aside twenty (20%) percent of the total residential units on this Parcel as housing that is affordable to low- and moderate-income households.

Purchaser will pay Two Million One Hundred and Fifty Thousand Dollars (\$2,150,000) for the property and shall have a total Capital Investment, net of the Purchase price, of Six Million Six Hundred Ninety Thousand dollars (\$6,690,000). Pursuant to the terms of the PSARA, RPM was provided a sixty (60) day Due Diligence Period commencing on the Effective Date of the PSARA. Per the terms of the PSARA, Closing will occur within thirty (30) days of satisfaction of the Conditions Precedent to Closing, which include RPM completing due diligence and obtaining all approvals or waiving receipt of one or more approvals; an amendment to the Reuse Plan to accommodate the Project; and the consent of the NJEDA Board. Pursuant to the PSARA, the parties will endeavor to satisfy these contingencies within twelve (12) months of expiration of the Due Diligence Period. The Approval Period shall be twelve (12) months commencing on completion of the Due Diligence Period. The Approval Period expired on May 14, 2021.

RPM will commence construction of the Project forty-five (45) days after the satisfaction of all Conditions Precedent to Closing. Purchaser shall complete construction of the Project no later than twenty-four (24) months from the Commencement of Construction. FMERA will have a right to repurchase the Property if construction is not timely commenced or completed. RPM estimates that it will create a minimum of thirty-eight (38) part- or



full-time, temporary construction related jobs in connection with the Project. Purchaser represents that it will create or cause to be created a minimum of one (1) permanent full or part-time job by Project completion or pay a penalty of \$1,500 for each permanent job not created.

First Amendment

Under the terms of the PSARA, Seller was to deliver to Purchaser a survey to be used during Due Diligence for Title review. Due to a delay in the delivery of the survey for the site, RPM requested a Due Diligence extension of sixty (60) days to complete its investigation of the suitability of the Property for redevelopment. FMERA staff requested and the Board approved a Due Diligence extension until May 14, 2020. The First Amendment was executed on March 12, 2020.

Second Amendment

On September 25, 2020, the FMERA Board approved transmittal to the host municipalities Reuse Plan Amendment #16, which included an alternative development scenario for the Borough of Oceanport for both the Nurses Quarters Property and the Barker Circle parcel. After the 45-day comment period, FMERA decided to move forward with only an alternative development scenario for the Barker Circle parcel and to address the Nurses Quarters Property in a separate Reuse Plan Amendment.

Since that time, the Purchaser has been in discussions with the Borough of Oceanport regarding the configuration of the site, and in particular the location of the driveway servicing the parcel along with the setbacks from Main Street. A special development committee formed by the Oceanport Planning Board indicated a willingness to accommodate the project if the ingress and egress were modified and if the setback was held at the proposed depth. The Planning Board will have an additional opportunity to provide comment during the 45-day public comment period.

The Approval Period expired on May 14, 2021. As mentioned above, an Amendment to the Reuse Plan to accommodate the Project is a condition precedent to closing.

On March 16, 2022, the FMERA Board approved the transmittal to the host municipalities of Reuse Plan Amendment #18 which included an alternative development scenario for the Nurses Quarters Property. Reuse Plan Amendment #18 was transmitted on April 4, 2022, and the 45-day comment period ends on May 18, 2022.

Therefore, the Parties now wish to amend the Agreement to retroactively extend the Approval Period until January 14, 2023.

All other terms of the PSARA will remain unchanged. The attached Second Amendment to the PSARA is in substantially final form. The final terms of the amendment will be subject to the approval of FMERA's Executive Director and a review as to form by the Attorney General's Office. The Real Estate Committee has approved the request and recommends it to the Board for approval.

Recommendation

In summary, I am requesting that the Board approve the proposed Second Amendment to the PSARA with RPM Development, LLC to retroactively extend the Approval Period until January 14, 2023.



Bruce Steadman

Attachment: Second Amendment to the Purchase and Sale & Redevelopment Agreement
Prepared by: Regina McGrade

**SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND
REDEVELOPMENT AGREEMENT FOR THE NURSES QUARTERS PROPERTY**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT (“Second Amendment”), made and entered into as of this ___ day of ___ 2022, by and between Fort Monmouth Economic Revitalization Authority (“FMERA” or “Seller”), a public body corporate and politic constituted as an independent authority and instrumentality of the State of New Jersey pursuant to P.L. 2010, c. 51, N.J.S.A. 52:271-18 et seq. (“FMERA Act”), whose address is 502 Brewer Avenue, Oceanport, New Jersey 07757, referred to as the Seller, and RPM Development LLC, (“RPM” or “Purchaser”), a limited liability company of the State of New Jersey, whose address is 77 Park Street, Montclair, New Jersey 07042, referred to as the Purchaser. Seller and Purchaser are collectively referred to herein as the “Parties”.

WHEREAS, the Parties entered into a certain Purchase and Sale Agreement and Redevelopment Agreement dated January 14, 2020 as amended by the First Amendment to the Purchase And Sale Agreement dated March 12, 2020 (collectively the “Agreement”) whereby FMERA agreed to sell and RPM agreed to purchase and redevelop the property consisting of the Nurses Quarters Property, an approximately 3.75± acre parcel of land containing two buildings (Buildings 1077 and 1078) totaling approximately 18,655 gsf located on Main Street and Stephenson Avenue in the Main Post Area of Fort Monmouth, Oceanport, New Jersey (“Property” or “Nurses Quarter Property”); and

WHEREAS, the First Amendment to the Agreement extended the Due Diligence Period until May 14, 2020; and

WHEREAS, at its September 2020 meeting, FMERA Board approved transmittal to the host municipalities Reuse Plan Amendment #16, which included an alternative development scenario for the Borough of Oceanport for both the Nurses Quarters Property and the Barker Circle parcel; and

WHEREAS, after the 45-day comment period, FMERA decided to move forward with only an alternative development scenario for the Barker Circle parcel and to address the Nurses Quarters Property in a separate Reuse Plan Amendment; and

WHEREAS, the Approval Period expired on May 14, 2021; and

WHEREAS, at its March 2022 meeting, the FMERA Board approved the transmittal to the host municipalities of Reuse Plan Amendment #18 which included an alternative development scenario for the Nurses Quarters Property; and

WHEREAS, the Parties now wish to amend the Agreement to retroactively extend the Approval Period until January 14, 2023; and

NOW, THEREFORE, in consideration of the foregoing and good and other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals: Defined Terms. The recitals set forth above are hereby incorporated herein as set forth in full in the body of this Second Amendment. Capitalized terms used but not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
2. Approval Period. Section 1 of the Agreement is hereby amended and modified to provide that the Approval Period and the Approval Extension Period shall expire on January 14, 2023.

3. Counterpart Copies. This Second Amendment may be executed in counterparts, all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all such parties are no signatories to the original or the same counterpart. Each counterpart may be delivered by facsimile or electronic mail transmission and a faxed or electronically mailed counterpart of this Second Amendment containing either the original and/or copy of any signature of any party hereto shall have the same force and effect as an original counterpart signature.

4. Authority to Execute. Both Seller and Purchaser covenants, represents and warrants to the other that the individual(s) executing this Second Amendment on such party's behalf is authorized to do so.

5. Governing Law. This Second Amendment shall be governed by the laws of the State of New Jersey.

6. Entire Agreement, Ratifications and Reconciliation. The Agreement and this Second Amendment contain the final and entire Agreement between the Parties with respect to the sale and purchase and redevelopment of the Property and are intended to be an integration of all prior negotiations and understandings. Except as modified in this Second Amendment, this Agreement is hereby ratified and remains in full force and effect. The terms and provisions of this Second Amendment shall be reconciled with the terms and provisions of the Agreement to the fullest extent reasonably possible; provided, however, in the event of any irreconcilable conflict between any term or provision of this Second Amendment and any terms or provisions of the Agreement, such term or provision of this Second Amendment shall control.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY, Seller

By: _____
Bruce Steadman,
Executive Director

WITNESS:

RPM Development, LLC, Purchaser

By: _____
Name: Edward Martoglio
Title: Managing Member

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

WHEREAS, on November 30, 2021, FMERA and Lennar executed a PSARA for Howard Commons, an approximately 59.62-acre parcel of land on Pinebrook Road in the Fort's Charles Wood Area in Eatontown; 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, the Redevelopment Project shall include the construction of 275 Housing Units along Pinebrook Road, together with a retail component consisting of a maximum building square footage of 33,800 fronting on Hope Road and the paved and parking areas located within the Property with a capital investment of Sixty-Six Million Dollars (\$66,000,000); the Redevelopment Project shall include the buildout of twenty (20) units of supportive housing ("Supportive Housing Units") in the Borough of Eatontown as set forth in a Legally Binding Agreement ("LBA") with the non-profit organization Affordable Housing Alliance ("AHA"); and

WHEREAS, in the First Amendment to the PSARA executed on January 14, 2022, FMERA and Purchaser agreed to amend the PSARA to provide a 150 square foot office with an adjacent bathroom within the permanent supportive housing unit build out; FMERA will contribute up to \$50,000 toward this addition; and

WHEREAS, in the Second Amendment executed on January 15, 2022, FMERA executive director, under his delegated authority, agreed to the extension of the due diligence until March 30, 2022 and memorialized the extension via an administrative amendment; and

WHEREAS, the Third Amendment to the PSARA, executed on April 20, 2022, memorialized the incorporation of the Second Administrative Letter as Exhibit I and the Supportive Housing PSA as Exhibit J, as an administrative amendment; the Third Amendment also acknowledged that U.S. Home Corporation d/b/a/ Lennar had submitted a certificate of conversion from a corporation into and LLC. U.S. Home, LLC d/b/a/ Lennar retains all of the same rights and responsibilities under the terms of the PSARA; and

WHEREAS, during the course of its due diligence investigations, Purchaser identified additional groundwater and soil contamination in the Howard Commons parcel; as the Due Diligence Period was set to expire on March 30, 2022, Purchaser submitted a letter dated March 25, 2022 conditionally terminating the PSARA and requesting that the Board grant an additional ninety (90) days extension so it could conduct additional environmental testing. Purchaser also requested that FMERA review documentation on whether the contamination qualified as a Newly Discovered Environmental Issue as that term is defined in the PSARA; and

WHEREAS, as the Purchaser is continuing to work to finalize its site plans and making progress in good faith, FMERA staff recommends granting the extension to the Due Diligence Period until June 30, 2022; and

WHEREAS, all other terms of the PSARA will remain unchanged. Attached in substantially final form is the Fourth Amendment to the PSARA between FMERA and Lennar. The final terms of the Fourth Amendment are subject to the approval of FMERA's Executive Director and a review as to form by 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 Fourth Amendment to the Purchase and Sale & Redevelopment Agreement with U.S. Home, LLC a wholly owned subsidiary of Lennar Corporation, for the Howard Commons 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 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: April 27, 2022

EXHIBIT 3

MEMORANDUM

TO: Members of the Board

FROM: Bruce Steadman
Executive Director

RE: Fourth Amendment to the Purchase and Sale & Redevelopment Agreement with US Home LLC, a wholly owned subsidiary of Lennar Corporation, for the Howard Commons Parcel in Eatontown

DATE: April 27, 2022

Request

I am requesting that the Board approve the execution of the Fourth Amendment to the Purchase and Sale & Redevelopment Agreement (“PSARA”) with U.S. Home, LLC a wholly owned subsidiary of Lennar Corporation (“Lennar” or “Purchaser”) for the Howard Commons Parcel (the “Property”) in Eatontown.

Background

On November 30, 2021, FMERA and Lennar executed a PSARA for Howard Commons, an approximately 59.62-acre parcel of land on Pinebrook Road in the Fort’s Charles Wood Area in Eatontown. The property is currently improved with 486 townhouse units, along with 3,853 square feet of general-purpose buildings. 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 square feet 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 approximately 59.92-acre tract was transferred to FMERA in June 2014.

Purchase and Sale & Redevelopment Agreement

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 due diligence period will run for 60 days from the later to occur of 1) the PSARA execution date on November 30, 2021, or 2) the date on which FMERA delivers to Purchaser a Boundary Survey. The Due Diligence Period may be extended with FMERA’s approval for an additional sixty (60) days, if necessary, to complete the Purchaser’s environmental investigations provided Purchaser is proceeding diligently and in good faith.

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.

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.

The Redevelopment Project shall include 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") and the paved and parking areas located within the Property with a capital investment of Sixty-Six Million Dollars (\$66,000,000). Seller has an obligation to provide twenty (20) units of supportive housing ("Supportive Housing Units") in the Borough of Eatontown as set forth in a Legally Binding Agreement ("LBA") with the Affordable Housing Alliance ("AHA") a non-profit organization executed on June 19, 2020 and amended by the Administrative Letter and First Amendment to the LBA on June 19, 2020. The Parties agree that at the Seller's sole discretion, Seller or AHA shall have an option to purchase twenty (20) of the newly constructed Supportive Housing Units, to be developed in accordance with the Second Administrative Letter ("Administrative Letter"), and a form of Purchase & Sale Agreement between AHA and Purchaser ("Supportive Housing PSA") and that if AHA fails to exercise its option, Seller shall have an option to purchase the Supportive Housing Units. The Second Administrative Letter and the Purchase and Sale Agreement were executed on March 17, 2022.

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 the 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.

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.

Purchaser shall commence the abatement and demolition of the existing improvements within forty-five (45) days of Closing. Purchaser completion of 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.

First Amendment

In order to provide additional support services to future residents of the Supportive Housing Units, AHA requested that one of the Supportive Housing Units include office space. To satisfy this request, FMERA and Purchaser

agreed 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 the addition, FMERA will contribute up to \$50,000 toward this addition. The First Amendment was executed on January 14, 2022.

Second Amendment

Under the terms of the PSARA, Purchaser's due diligence period was set to expire on January 30, 2022. On, January 3, 2022, Purchaser requested that FMERA approve the additional sixty (60) days extension period to perform due diligence. As Purchaser was proceeding diligently and with good faith, FMERA staff, under its delegated authority, agreed to the extension of the due diligence until March 30, 2022 and memorialized the extension via an administrative second amendment. The Second Amendment was executed on January 14, 2022.

Third Amendment

Under the terms of the PSARA, the Second Administrative Letter to the Legally Binding Agreement between FMERA and AHA identified as Exhibit I, and the Supportive Housing PSA between AHA and Lennar for purchase of the twenty (20) Supportive Housing Units under terms as set forth in the PSARA identified as Exhibit J were to be attached to the PSARA prior to the expiration of the Due Diligence.

The Third Amendment to the PSARA memorializes the incorporation of the Second Administrative Letter as Exhibit I and the Supportive Housing PSA as Exhibit J, as an administrative amendment. The Third Amendment also acknowledged the U.S. Home Corporation d/b/a/ Lennar and submitted a certificate of conversion from a corporation into and LLC. U.S. Home, LLC d/b/a/ Lennar retains all of the same rights and responsibilities under the terms of the PSARA. The Third Amendment was executed on April 20, 2022.

Fourth Amendment

During the course of its due diligence investigations, Purchaser identified additional groundwater and soil contamination in the Howard Commons parcel. As the Due Diligence Period was set to expire on March 30, 2022, Purchaser submitted a letter dated March 25, 2022 conditionally terminating the PSARA and requesting that the Board grant an additional ninety (90) days extension so it could conduct additional environmental testing. Purchaser also requested that FMERA review documentation on whether the contamination qualified as a Newly Discovered Environmental Issue as that term is defined in the PSARA.

As the Purchaser is continuing to work to finalize its site plans and making progress in good faith, FMERA staff recommends granting the extension to the Due Diligence Period until June 30, 2022.

All other terms of the PSARA will remain unchanged. Attached in substantially final form is the Fourth Amendment to the PSARA between FMERA and Lennar. The final terms of the amendment will be subject to the approval of FMERA's Executive Director and a review as to the form by the Attorney General's Office. The Real Estate Committee has reviewed the request and recommends it to the Board for approval.

Recommendation

In summary, I am requesting that the Board authorize the execution of the Fourth Amendment to the Purchase and Sale & Redevelopment Agreement with U.S. Home, LLC a wholly owned subsidiary of Lennar Corporation, for the Howard Commons Parcel in Eatontown.

Bruce Steadman

Bruce Steadman

Attachment: Fourth Amendment to the Purchase and Sale & Redevelopment Agreement
Prepared by: Regina McGrade

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT (“Fourth Amendment”), made and entered into as of this ____ day of May, 2022 by and between **FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY**, a public body corporate and politic constituted as an independent authority and instrumentality of the State of New Jersey, pursuant to P.L. 2010, c. 51, N.J.S.A. 52:27I-18 et seq. (“**Seller**”), whose address is 502 Brewer Avenue, Oceanport, New Jersey 07757, and **U.S. HOME, LLC**, a Delaware limited liability company (f/k/a U.S. Home Corporation d/b/a Lennar) (“**Purchaser**”), whose address is 2465 Kuser Road, Floor 3, Hamilton, New Jersey 08690. Seller and Purchaser are collectively referred to herein as the “Parties”.

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement and Redevelopment Agreement dated as of November 30, 2021, as amended by that certain First Amendment to Purchase and Sale Agreement and Redevelopment Agreement dated as of January 14, 2022, that certain Second Amendment to Purchase and Sale Agreement and Redevelopment Agreement dated as of January 14, 2022 and that certain Third Amendment to Purchase and Sale Agreement and Redevelopment Agreement dated as of April ____, 2022 (collectively, the “**Agreement**”); and

WHEREAS, the Due Diligence Period expired on March 30, 2022 and the Agreement was conditionally terminated by Purchaser pursuant to a letter dated March 25, 2022, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, Purchaser has requested, and Seller has agreed, to provide for a modification to extend the Due Diligence Period.

NOW, THEREFORE, in consideration of the foregoing and other good and other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated herein as set forth in full in the body of this Fourth Amendment. Capitalized terms used but not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
2. **Reinstatement and Renewal**. The Agreement is hereby reinstated, nunc pro tunc to March 30, 2022, as if it was never terminated and modified only as to the limited terms provided in this Fourth Amendment, to wit: Seller hereby agrees to extend the Due Diligence Period in order to renew Purchaser’s right of access to the Property, to inspect the Property and to investigate matters relating thereto in accordance with the terms of the Agreement and all other terms and conditions of the Agreement (including any Amendments thereto) remaining in full force and effect and subject only to Sections 3 and 4 of this Fourth Amendment hereinbelow
3. **Due Diligence Period**. The Agreement is hereby modified to provide that the Due Diligence Period shall expire at 11:59 P.M. EST on June 30, 2022.

4. Section 43(a) of the Agreement is hereby amended and restated to reflect that the notice attorney at DeCotiis, FitzPatrick, Cole & Giblin, LLP is Douglas Doyle, Esq., whose email address is ddoyle@decotiislaw.com and telephone number is (201) 347-2128. All other information within Section 43(a) remains unchanged.
5. Entire Agreement, Ratifications and Reconciliation. The Agreement and this Fourth Amendment contain the final and entire Agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Except as modified in this Fourth Amendment, the Agreement is hereby ratified and remains in full force and effect. The terms and provisions of this Fourth Amendment shall be reconciled with the terms and provisions of the Agreement to the fullest extent possible; provided, however, in the event of any irreconcilable conflict between any term or provision of this Fourth Amendment and any terms or provisions of the Agreement, the terms of this Fourth Amendment shall control.
6. Authority to Execute. Both Seller and Purchaser covenants, represents and warrant to the other that the individual(s) executing this Fourth Amendment on such party's behalf is authorized to do so.
7. Governing Law. This Fourth Amendment shall be governed by the laws of the State of New Jersey.
8. Counterparts. This Fourth Amendment may be executed in counterparts, all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each counterpart may be delivered by facsimile or electronic mail transmission and a faxed or electronically mailed counterpart of this Fourth Amendment containing either the original and/or copy of any signature of any party hereto shall have the same force and effect as an original counterpart signature.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY, Seller

By:

Bruce Steadman, Executive Director

WITNESS:

U.S. HOME, LLC (F/K/A U.S. HOME
CORPORATION D/B/A LENNAR), a
wholly owned subsidiary of LENNAR
CORPORATION, Purchaser

By:

Robert Calabro,
Vice President

**Resolution Regarding
Sixth Amendment to Purchase and Sale & Redevelopment Agreement for the Dance Hall (Building 552)
Parcel in the Oceanport Reuse Area**

WHEREAS, on August 17, 2016 the Members authorized the execution of the PSARA between FMERA and AP Development Partners, LLC (“APDP”) subsequently assigned to its affiliate, Regional Development Group (“RDG”), and then to The Loft Partnership (“LP” or “Purchaser”), for the Property that contains the Dance Hall (Building 552), Van Kirk Park and an associated parking area located on the Main Post, along Saltzman Avenue and Caren Franzini Way (a.k.a. Brewer Avenue). The Dance Hall is approximately 16,420 sf and occupies a 4.2± acre parcel of land within Fort Monmouth, Oceanport, New Jersey. The PSARA was executed on December 20, 2016; and

WHEREAS, pursuant to the terms of the PSARA, LP opted to waive all approvals and closed on the Property on April 4, 2018; from closing, LP was to complete the project within twelve months, on or by May 19, 2019, but because LP was proceeding in good faith toward completion of the project, LP was entitled to a six-month extension of the completion date until November 19, 2019; and

WHEREAS, in January 2018, Purchaser requested to expand the scope of the Project to include an approximately ±5,905-square-foot addition, triggering a need for a new MCR application for Major Site Plan approval. The expanded Project increased both the usable space in the facility, as well as the capital investment from approximately \$1,380,000 to approximately \$4,600,000; and

WHEREAS, on March 20, 2019, FMERA staff requested and the Board approved the First Amendment to the PSARA which expanded the Project definition to include the ±5,905-square-foot addition, increase the capital investment and provide an additional six (6) month extension until May 19, 2020 for Purchaser to complete the Project; the First Amendment to the PSARA was executed on April 12, 2019; and

WHEREAS, the approvals process took longer than anticipated due to third-party delays, including but not limited to numerous requests from approval entities for supplemental information in conjunction with LP’s site plan application, that adversely impacted Purchaser’s timeline; therefore, FMERA staff requested and the Board approved an additional six-month extension until November 19, 2020 for Purchaser to complete the Project, via the Second Amendment to the PSARA, executed May 14, 2020; and

WHEREAS, the on-going pandemic caused unforeseen delays requiring additional time to complete the Project, and so FMERA granted an additional five (5) month extension to complete the Project by April 19, 2021 via the Third Amendment to the PSARA, executed on November 19, 2020; and

WHEREAS, due to changes to construction financing and continued delays in permitting resulting from the pandemic, Purchaser required additional time to complete the Project and requested one (1) eight (8) month extension to complete the Project by December 19, 2021; on March 17, 2021 on the continuous progress and good faith efforts by the developer the Board approved an extension of the Project Completion Date until December 19, 2021 and the Fourth Amendment to the PSARA was executed on May 7, 2021; and

WHEREAS, after numerous pre-construction meetings with potential users and industry professionals, LP determined that the proposed addition to the Project originally approved in the First Amendment would prevent the project from being financially viable and that increased costs in construction materials resulting from COVID-19, could not be reasonably offset by revenue generated at the facility. Staff had determined that reverting to Purchaser’s initial proposed Project and revised capital investment would not impact the Purchaser’s score through the Request for Offers to Purchase evaluation process and this modification, along with a request for a one-hundred

twenty-day (120) extension to complete the Project was approved by the Board at its October 2021 meeting. The Fifth Amendment was executed on November 15, 2021; and

WHEREAS, on March 29, 2022, FMERA received email correspondence from LP stating that it has faced several stalled attempts to get water service to the building along with extreme material delivery delays. While the interior of the Project is near completion, LP is still waiting for the delivery of critical materials including doors and finish items required to complete construction and obtain its certificate of occupancy. Exterior work including landscaping is on-going but continues to remain subject to weather conditions. Due to the aforementioned delays, LP requested an additional one hundred and twenty (120) days to complete the project; and

WHEREAS, LP notified FMERA staff of the need for additional time to complete the Project ahead of the completion deadline; however, due to FMERA's Board schedule this extension will be applied retroactively, subject to Board approval; and

WHEREAS, LP has continued to pursue completion of the Project in good faith and staff has observed the progress of the Project first-hand, through its recent tour of the facility on March 29, 2022. Therefore, staff recommends that the Board approve a modification to the Redevelopment Project and an extension to complete the Project.; and

WHEREAS, all other material terms of the PSARA will remain unchanged. The attached Sixth Amendment to the PSARA is in substantially final form. The final terms of the Amendment will be subject to the approval of FMERA's Executive Director and a review as to the form by the Attorney General's Office. The Real Estate Committee reviewed the request and recommends it to the Board for approval.

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the Sixth Amendment to the Purchase and Sale & Redevelopment Agreement for the Dance Hall (Building 552) Parcel in the Oceanport Reuse Area 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: April 27, 2022

EXHIBIT 4

MEMORANDUM

TO: Members of the Board

FROM: Bruce Steadman
Executive Director

RE: Sixth Amendment to Purchase and Sale & Redevelopment Agreement for the Dance Hall (Building 552) Parcel in the Oceanport Reuse Area

DATE: April 27, 2022

Request

I am requesting that the Board approve the execution of the Sixth Amendment to the Purchase and Sale & Redevelopment Agreement (“PSARA”) with AP Development Partners, LLC (“APDP”), initially assigned to its affiliate, Regional Development Group, LLC (“RDG”), and subsequently assigned to The Loft Partnership (“LP” or “Purchaser”) providing for an additional extension of the Project Completion Date, as defined in the PSARA.

Background

On August 17, 2016 the Members authorized the execution of the PSARA between FMERA and APDP subsequently assigned to its affiliate, RDG, and then to LP, for the Property that contains the Dance Hall (Building 552), Van Kirk Park and an associated parking area located on the Main Post, along Saltzman Avenue and Caren Franzini Way (a.k.a. Brewer Avenue). The Dance Hall is approximately 16,420 sf and occupies a 4.2± acre parcel of land within Fort Monmouth, Oceanport, New Jersey. The PSARA was executed on December 20, 2016.

Pursuant to the terms of the PSARA, LP opted to waive all Approvals and closed on the Property on April 4, 2018. From closing, LP was to begin construction within forty-five (45) days and complete the project within twelve (12) months, on or by May 19, 2019. Because LP was proceeding in good faith toward completion of the project, LP was entitled to a six (6) month extension of the completion date until November 19, 2019.

First Amendment

In January 2018, Purchaser requested to expand the scope of the Project to include an approximately ±5,905-square-foot addition, triggering a need for a new MCR application for Major Site Plan approval. The expanded Project increased both the usable space in the facility, as well as the capital investment from approximately \$1,380,000 to approximately \$4,600,000.

FMERA’s review of a new MCR application for a Major Site Plan, as well as the expanded scope of the project, impacted Purchaser’s ability to complete the project on or before November 19, 2019. Therefore, on March 20, 2019, FMERA staff requested and the Board approved the First Amendment to the PSARA which expanded the Project definition to include the ±5,905-square-foot addition, increase the capital investment and provide an additional six (6) month extension until May 19, 2020 for Purchaser to complete the Project. The First Amendment to the PSARA was executed on April 12, 2019.

Second Amendment

Following the receipt of a six (6) month extension under the First Amendment to the PSARA, Purchaser continued to proceed in good faith toward the completion of the project; however, the approvals process took longer than

anticipated due to third-party delays, including but not limited to numerous requests from approval entities for supplemental information in conjunction with LP's site plan application, that adversely impacted Purchaser's timeline. Therefore, FMERA staff requested and the Board approved an additional six (6) month extension until November 19, 2020 for Purchaser to complete the Project, via the Second Amendment to the PSARA, executed May 14, 2020

Third Amendment

As the pandemic began, Purchaser diligently continued pursuit of construction financing and all outstanding approvals; however, the on-going pandemic caused unforeseen delays requiring additional time to complete the Project. On October 27, 2020, via email correspondence, the Purchaser requested a five (5) month extension to the Project Completion Date until April 19, 2021, citing COVID-19 related delays impacting financing and construction. Purchaser provided sufficient documentation to satisfy the requirements for permitted extensions under the Executive Director's delegated authority and was granted an additional five (5) month extension to complete the Project by April 19, 2021 via the Third Amendment to the PSARA, executed on November 19, 2020.

Fourth Amendment

Due to changes to construction financing and continued delays in permitting resulting from the pandemic, Purchaser required additional time to complete the Project and requested one (1) eight (8) month extension to complete the Project by December 19, 2021. Based on the continuous progress and good faith efforts by the developer, the Board approved an extension of the Project Completion Date until December 19, 2021 at its July 2021 meeting. The Fourth Amendment was executed on May 7, 2021.

Fifth Amendment

After numerous pre-construction meetings with potential users and industry professionals, LP determined that the proposed addition to the Project originally approved in the First Amendment would prevent the project from being financially viable and that increased costs in construction materials resulting from COVID-19, could not be reasonably offset by revenue generated at the facility. Staff had determined that reverting to Purchaser's initial proposed Project and revised capital investment would not impact the Purchaser's score through the Request for Offers to Purchase evaluation process and this modification, along with a request for a one-hundred twenty-day (120) extension to complete the Project was approved by the Board at its October 2021 meeting. The Fifth Amendment was executed on November 15, 2021.

Sixth Amendment

On March 29, 2022, FMERA received email correspondence from LP stating that it has faced several stalled attempts to get water service to the building along with extreme material delivery delays. While the interior of the Project is near completion, LP is still waiting for the delivery of critical materials including doors and finish items required to complete construction and obtain its certificate of occupancy. Exterior work including landscaping is on-going but continues to remain subject to weather conditions. Due to the aforementioned delays, LP requested an additional one hundred and twenty (120) days to complete the project.

LP notified FMERA staff of the need for additional time to complete the Project ahead of the completion deadline; however, due to FMERA's Board schedule this extension will be applied retroactively, subject to Board approval.

LP has continued to pursue completion of the Project in good faith and staff has observed the progress of the Project first-hand, through its recent tour of the facility on March 29, 2022. Therefore, staff recommends the Real Estate Committee review and recommend the Board approve a modification to the Redevelopment Project and an extension to complete the Project.

All other material terms of the PSARA as presented to the Board will remain unchanged. The attached Sixth Amendment to the PSARA is in substantially final form. The final terms of the amendment will be subject to the approval of FMERA's Executive Director and a review as to the form by the Attorney General's Office. The Real Estate Committee has reviewed the request and recommends it to the Board for approval.

Recommendation

In summary, I am requesting that the Board approve the proposed Sixth Amendment to the PSARA for the Dance Hall Parcel providing for an additional extension of the Project Completion Date, as defined in the PSARA.

Bruce Steadman

Bruce Steadman

Attachment: Sixth Amendment to Purchase and Sale & Redevelopment Agreement
Prepared by: Sarah Giberson

**SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND
REDEVELOPMENT AGREEMENT**

THIS SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT (“Sixth Amendment”), made and entered into as of this ____ day of May 2022, by and between **FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY** (“Seller”), a public body corporate and politic constituted as an independent authority and instrumentality of the State of New Jersey, pursuant to P.L. 2010, c. 51, N.J.S.A. 52:27I-18 et seq. (“FMERA Act”), whose address is 502 Brewer Avenue, Oceanport, New Jersey 07757, and **THE LOFT PARTNERSHIP** (“Purchaser” or “The Loft”), individually, whose address is 701 East Route 70, Marlton, NJ 08503. Seller and Purchaser are collectively referred to herein as the “Parties”.

WHEREAS, the Seller and AP Development Partners, LLC (“AP Development”) have heretofore entered into a certain Purchase and Sale Agreement and Redevelopment Agreement dated as of December 20, 2016, as amended by the First Amendment to the Purchase and Sale Agreement and Redevelopment Agreement, dated April 12, 2019, as amended by the Second Amendment to the Purchase and Sale Agreement and Redevelopment Agreement, dated May 14, 2020, as amended by the Third Amendment to the Purchase and Sale Agreement and Redevelopment Agreement, dated November 19, 2020, as amended by the Fourth Amendment to the Purchase and Sale Agreement and Redevelopment Agreement, dated May 7, 2021, as amended by the Fifth Amendment to the Purchase and Sale Agreement and Redevelopment Agreement, dated November 15, 2021 (collectively, the “Agreement”), whereby Seller agreed to sell and AP Development agreed to purchase and redevelop a 4.2 acre parcel of land within Fort Monmouth, Oceanport, New Jersey consisting of Building 552 (the “Dance Hall”), an approximately 16,420 sf former recreation center, Van Kirk Park and the accompanying paved and parking areas located on the Main Post (collectively, the “Property”), located on Saltzman Avenue & Caren Franzini Way (a.k.a. Brewer Avenue); and

WHEREAS, AP Development Partners, LLC, with prior written approval by Seller, entered into an Assignment Agreement dated February 28, 2018 with Regional Development Group, LLC (RDG), by which RDG acquired all of AP Development’s rights, interests, obligations, duties, liabilities, and commitments under the Agreement; and

WHEREAS, RDG proposed to renovate the Dance Hall, an approximately 16,420 sf former recreation center, and redevelop Van Kirk Park and the accompanying paved and parking areas located within the Property with a capital investment of One Million Three Hundred and Eighty Thousand Dollars (\$1,380,000); and

WHEREAS, the assignee, RDG, with prior written approval by Seller, entered into an Assignment Agreement in 2019 with The Loft, by which Purchaser acquired all of RDG’s rights, interests, obligations, duties, liabilities, and commitments under the Agreement; and

WHEREAS, by Quitclaim Deed dated March 28, 2018, Purchaser took title to the Property, subject to the covenants and obligations as stated in the Agreement; and

WHEREAS, subject to the terms of the First Amendment to the PSARA, the Board approved Seller's request to expand the scope of the Project to include an approximately ±5,905-square-foot addition and to increase the capital investment to approximately \$4,600,000; and

WHEREAS, the Project Completion Date set forth in the Agreement, was set to expire May 19, 2020 and Purchaser requested and Seller approved a request to extend the Project Completion Date by six (6) months or until November 19, 2020 via the Second Amendment; and

WHEREAS, the Project Completion Date as amended under the Second Amendment, was set to expire on November 19, 2020; and

WHEREAS, pursuant to the Third Amendment to the Agreement, the Executive Director extended the Project Completion Date under his Delegated Authority for five months or until April 19, 2021 for Covid-19 related delays impacting financing and construction; and

WHEREAS, pursuant to the Fourth Amendment to the Agreement, the Board approved one (1) additional eight (8) month extension to the Project Completion Date until December 19, 2021, due to changes to construction financing and continued delays in permitting; and

WHEREAS, pursuant to the Fifth Amendment to the Agreement, the Board approved one (1) additional One Hundred Twenty (120) day extension to the Project Completion Date until April 19, 2022, due to continued construction delays resulting from increased costs and material shortages resulting from the pandemic, 2) reverted the definition of Redevelopment Project to its original definition, and 3) revised the overall capital investment to \$3,165,000; and

WHEREAS, Purchaser has continued to face extensive unforeseen delays related to the delivery of materials and water service to the Property, and requested via email dated March 29, 2022, an additional One Hundred Twenty (120) days to Complete the Project until August 16, 2022; and

WHEREAS, Purchaser has continued to show good faith efforts to complete the Project subject to the challenges of the pandemic, and therefore staff supports an extension to the timeline to complete the Project; and

WHEREAS, Purchaser has requested, and Seller has agreed, to provide for a modification to Section 6(b) of the Project regarding the related completion timeline;

NOW, THEREFORE, in consideration of the foregoing and other good and other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein as set forth in full in the body of this Sixth Amendment. Capitalized terms used but not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

2. Project Completion Date. Section 6(b) of the Agreement is hereby amended and modified to provide that:
 - a. The Project Completion Date is hereby extended until August 16, 2022.
3. Entire Agreement, Ratifications and Reconciliation. The Agreement and this Sixth Amendment contain the final and entire Agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Except as modified in this Sixth Amendment, the Agreement is hereby ratified and remains in full force and effect. The terms and provisions of this Sixth Amendment shall be reconciled with the terms and provisions of the Agreement to the fullest extent possible; provided, however, in the event of any irreconcilable conflict between any term or provision of this Sixth Amendment and any terms or provisions of the Agreement, such term or provision of this Sixth Amendment shall control.
4. Authority to Execute. Both Seller and Purchaser covenants, represents and warrants to the other that the individual(s) executing this Sixth Amendment on such party's behalf is authorized to do so.
5. Governing Law. This Sixth Amendment shall be governed by the laws of the State of New Jersey.
6. Counterparts. This Sixth Amendment may be executed in counterparts, all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all such parties are no signatories to the original or the same counterpart. Each counterpart may be delivered by facsimile or electronic mail transmission and a faxed or electronically mailed counterpart of this Sixth Amendment containing either the original and/or copy of any signature of any party hereto shall have the same force and effect as an original counterpart signature.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY, Seller

By:

Bruce Steadman,
Executive Director

WITNESS:

The Loft Partnership, LLC

By:

Fuller H. Brooks
Managing Member