

**Fort Monmouth Economic Revitalization Authority
In-Person & Telephonic Board Meeting
502 Brewer Avenue, Oceanport, N.J. 07757
Dial In: 888-431-3598 Access Code: 1123026
Agenda – September 21, 2022**

1. **Call to Order – Mayor Anthony Talerico, Jr.**
2. **Notice of Public Meeting**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Welcome – Mayor Anthony Talerico, Jr.**
6. **Approval of Previous Month’s Board Meeting Minutes**
7. **Public Comment Regarding Board Action Items**
8. **Executive Director/Secretary Report & Update**
 - Appointment of Audit Committee and Real Estate Committee Members
 - Staff Review of Executive Session Minutes
9. **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
10. **Board Actions**
 1. Consideration of Approval of Organizational Matters
 - i) Vice-Chairperson acting as Chairperson
 - ii) Secretary and Treasurer
 - iii) Assistant Secretaries of the Authority
 - iv) OPRA Records Custodian and Ethics Liaison
 - v) Meeting Schedule for October 2021 – September 2022
 2. Consideration of Approval of Staff Advisory Committee Membership.
 3. Recommendation to approve Proposed Plan Amendment #19 Permitting an Alternative Development Scenario with respect to the +/-60 Acres Parcel in the Howard Commons area in Eatontown.
 4. Memorandum of Understanding and Grant Agreement between FMERA and the Two Rivers Water Reclamation Authority.
 5. Second Amendment to the Purchase and Sale & Redevelopment Agreement with RWJ Barnabas Health, Inc. for the Tinton Falls Commercial Parcel in Tinton Falls.
11. **Other Items**
12. **Public Comment Regarding any FMERA Business**
13. **Adjournment**



**Fort Monmouth Economic Revitalization Authority
Board Meeting
August 17, 2022
Public Meeting and Teleconference**

MINUTES OF THE MEETING

Members of the Authority and/or Designees present:

- Anthony Talerico, Jr. – Mayor of Eatontown – V (Serving as Chair of the Meeting)
- Lillian Burry – Monmouth County Commissioner – V
- Stephen Gallo – Public Member – V
- Jay Coffey – Mayor of Oceanport – V
- Charles Terefenko – Tinton Falls Borough Administrator – V - Designee
- Jamera Sirmans – Associate Counsel, Governor’s Authorities Unit – V – Designee
- Juan Burgos – Vice President, Real Estate Development, NJEDA – V - Designee
- Elizabeth Dragon – Assistant Commissioner Community Investment and Economic Revitalization - 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

Members of the Authority and/or Designees not present:

Also present:

- Kara Kopach, Executive Director
- FMERA staff:
 - Regina McGrade – Administrative Manager
 - Jennifer Lepore, Accounting Manager
 - Sarah Giberson – Manager of Marketing & Development
 - Upendra Sapkota – Senior Project Office, Planning & Development
 - Kristy Dantes – Director of Facilities & Infrastructure
 - Laura Draushak – Director of Legal Affairs
- Matt Reagan, Deputy Attorney General (DAG)

The meeting was called to order by Mayor Talerico at 5:00p.m. who led the meeting in the Pledge of Allegiance.

Kara Kopach announced that in accordance with the Open Public Meetings Act, notice of the meeting 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 Talerico welcomed attendees to the Authority’s meeting. Mayor Talerico 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.

The first item of business was the approval of the July 20th regular meeting minutes. A motion as made to approve the minutes by Jay Coffey and seconded by Steve Gallo.

Charles Terefenko abstained from voting stating he was not at the July meeting.
Jamera Sirmans abstained from voting stating she was not at the July meeting.

Motion to Approve: JAY COFFEY Second: STEVE GALLO
Ayes: 5

SECRETARY'S REPORT

Kara Kopach, Executive Director thanked all of the stakeholders and the 3 Boroughs for their continued support. Mrs. Kopach thanked the County for their efforts to beautify the redevelopment area. In particular, the County's District 6 ensures that the property is properly landscaped and maintained.

TREASURER'S REPORT

Jennifer Lepore, Accounting Manager, stated that the budget process for 2023 is about to get underway. In the coming weeks, FMERA staff will hold budget sessions and begin drafting the 2023 FMERA Budget. The draft budget will then be presented to the Audit Committee for their review. The 2023 FMERA Budget is scheduled to be brought to the Board for its consideration and approval at the December 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:

- Construction continues on the new sanitary pump station, east interceptor and force main along Oceanport Avenue. TRWRA awarded a contract to Earle in March and 1,640' feet of force main conduit along Oceanport and Silverside Avenues have been installed. The completed project will initially accept sanitary outfall from the Lodging and Allison Hall parcels, and the 400 Area. The line will also accommodate offsite outfall from Horseneck Point and Riverside Avenue. Plans and specifications are being prepared for the Phase II project which includes the South Interceptor, and the Barker Circle lines. The Phase II project will provide sanitary outfall to all development along Oceanport Way and will also connect Barker Circle and Liberty Walk.
- In Eatontown, T&M continues to design the Avenue of Memories sewer main and pump station to serve the outfall from Parcel B and properties East of the Fort's frontage.
- FMERA staff continues to work with JCP&L to prepare the proposed electrical substation parcel for redevelopment. JCP&L continues to complete their due diligence and hopes to further characterize any remaining environmental issues in the Army carveout. JCP&L's environmental consultant was in the field the week of July 18th for the purpose of completing their Phase 2 environmental investigation. FMERA is currently awaiting receipt of a copy of the Phase 2 report.
- FMERA staff continues to repair and replace aged electrical infrastructure and is in discussions with JCP&L to replace all of the distribution lines on the Main Post to correspond with the new substation activation.
- The developer of the Fabrication Shops performed a Phase 1 environmental assessment of the subject property.
- The MCR team has reviewed the site plans submitted by the New Jersey American Water (NJAW) for the 4-acre water storage tank site located on Pinebrook Road due east of the Howard Commons parcel. NJAW plans to construct a 2-million-gallon water tank to include supporting structures and equipment at the subject parcel.

2. Sarah Giberson, Manager of Marketing & Development gave a Development & Marketing Update.

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 33 parcels, and another 4 parcels are under contract or have Board-approved contracts. 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. Continuous demolition and construction are underway at the Main Post, with several businesses slated to open prior to year-end. We look forward to the integration of additional businesses and amenities into the Fort community. FMERA has also funded numerous utility projects to serve these new development projects on the Main Post, as reported previously.

The development team is now focusing its efforts on the future development of the Mega Parcel. Proposals were due on June 6, 2022 at 12:00pm. All proposals were publicly opened in the FMERA offices beginning at 12:30pm, in accordance with Section 5.0 of the RFOTP. FMERA received four proposals. Please be advised that no additional information will be provided at this time. Pursuant to FMERA's sales rules, N.J.A.C. 19:31C-2.19, offer documents

are not public until the execution of a contract. FMERA will make no representations relative to the highest scoring proposal until such time as the staff is prepared to recommend the approval of a Purchase and Sale Agreement and Redevelopment Agreement to the FMERA Board. Please be advised that this process may take several months.

We are in the process of collaborating on several community initiatives, targeted for the fall, including another blood drive. Our wayfinding efforts continue, with design and fabrication work underway. We also anticipate replacing some signage on HWY 35 with some updated images and upcoming projects.

Please visit our website, www.fortmonmouthnj.com and follow us on Instagram at @fortmonmouthnj for our latest updates.

COMMITTEE REPORTS

1. AUDIT COMMITTEE

Kara Kopach stated that the Committee did not meet this month.

2. REAL ESTATE COMMITTEE

Kara Kopach stated that the Committee met on August 9th and discussed the following:

- Discussion regarding the Consent to Designation of an Oceanport Area within Fort Monmouth as an Area in Need of Redevelopment. The Borough of Oceanport authorized the Borough Planning Board to conduct a study of an area formerly designated as the Post Office, Parking and Commissary parcels which were determined that the area meets the statutory criteria for such a designation. The Committee reached a consensus and agreed to recommend it to the Board for approval.

Other Items:

- Mega RFOTP
- Howard Commons
- NJCU
- Myer Center Parcel

ENVIRONMENTAL STAFF ADVISORY COMMITTEE (DIANE DOW, CHAIRWOMAN)

Elizabeth Dragon stated that the Committee met on August 8th and discussed the following:

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

The Public portion of the meeting was called to order at 4:35 to discuss the MCR for the New Jersey American Water Tank Parcel in Eatontown.

The following environmental requirements were identified in the MCR:

- a. A Soil Erosion and Sediment Control Plan is required due to the disturbance of more than 5,000 sq. ft. of soil.
- b. The requirement to secure an "Authorization to Discharge 5G3 Construction Activity Stormwater General Permit" is triggered.
- c. NJAW should incorporate Best Management Practices into their project design as it relates to stormwater management.
- d. Stormwater originating from within the project site should be retained within the project site and not directed to Wampum Brook.
- e. Retaining stormwater on the project site will aid in reducing downstream flooding.

The public portion of the meeting was closed at 5:00 PM.

The Committee was provided with the following updates:

- Group 5 FOST
- Status of Abandoned Heating Oil USTs at the Barkers Circle & Thrift Shop Parcels
- Status of Transformer Oil Discharge near Building 976
- Osprey & Bald Eagles
- Riparian (i.e. Tidelands) Grant Applications
- Carve-Out Parcel Updates:
 - Former AAFES Gas Station
 - Former Dry-Cleaning Facility
 - Former Neutralization Pit
 - Landfill Capping Project

The meeting adjourned at 5:40p.m.

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

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

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

Robert Long stated that the Committee did not meet this month.

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

Lillian Burry stated that the Committee did not meet this month. Ms. Burry stated that State & Local officials toured the Veterans Soldier On project in Tinton Falls and the overall response was very positive.

BOARD ACTIONS

1. Consideration of Approval of Consent to Designation of Oceanport Area within Fort Monmouth within the Borough of Oceanport as an Area in Need of Redevelopment.

Laura Draushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 1.

A motion was made by Jay Coffey and was seconded by Lillian Burry.

Kara Kopach conducted a roll call vote.

NAME	YES	NO	ABSTAIN/RECUSE
Anthony Talerico	X		
Lillian Burry	X		
Steve Gallo	X		
Jay Coffey	X		
Charles Terefenko	X		
Jamera Sirmans	X		
Juan Burgos	X		

Motion to Approve: JAY COFFEY Second: LILLIAN BURRY
Ayes: 7

OTHER ITEMS

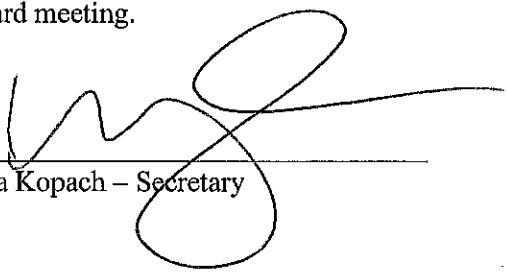
There were no other items before the Board.

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

There was no public comment.

There being no further business, on a motion by Jamera Sirmans and seconded by Jay Coffey and unanimously approved by all voting members present, the meeting was adjourned at 5:17p.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.



Kara Kopach – Secretary

**Resolution Regarding
Consent to Designation of Oceanport Area within Fort Monmouth within the Borough of Oceanport as
Area in Need of Redevelopment**

WHEREAS, the N.J. Local Redevelopment and Housing Law (LRHL) offers municipalities tools to encourage redevelopment in areas that meet the statutory criteria of an *area in need of redevelopment*; and on December 16, 2021, the Borough of Oceanport authorized the Borough Planning Board to conduct a study of an Oceanport area of Fort Monmouth to investigate whether all or a portion of certain properties located in the Borough within the former Fort Monmouth, and identified as the “Warehouse” parcel and the “District A” parcel (which includes parcels formerly designated as the “Post Office” parcel, “Parking” parcel and “Commissary” parcel) consisting of Block 110.13, Lot 1 and Block 110.14, Lot 1 (collectively the “Study Area”) meets the statutory criteria for such designation; and

WHEREAS, on June 28, 2022, the Oceanport Planning Board held a public hearing, with notice of the hearing completed pursuant to the LRHL; the Oceanport Planning Board determined that the properties located within the study area meet the criteria set forth in the LRHL; and

WHEREAS, on July 26, 2022, the Borough Council, subject to the consent of FMERA, designated the Property as a non- condemnation area in need of redevelopment by Resolution #2022-158, a copy of which is annexed hereto as an exhibit, and which includes, among other things, copies of the Study and of the Planning Board Resolution; and

WHEREAS, as part of the investigation, the recommendations set forth in the *“Non-condemnation Area in Need of Redevelopment Study District A & Warehouse Parcel within the Former Fort Monmouth Properties in the Borough of Oceanport, New Jersey,”* dated December 2020, as amended by a report entitled *“April 2022 Addendum to Area in Need of Redevelopment Study for District A & Warehouse Parcel within the Former Fort Monmouth Properties in the Borough of Oceanport, New Jersey dated December 2020”* dated April 2022 (collectively the “Study”) prepared by FMERA’s certified planning consultants, Phillips Preiss Grygiel Leheny Hughes LLC (“PPG”) were reviewed; and

WHEREAS, pursuant to FMERA’s Land Use Rules, the Borough Council notified FMERA of the Borough’s action and requested FMERA’s consent to the designation by way of a seven-vote majority of the Board; and

WHEREAS, FMERA staff has reviewed the investigation study, as well as the Resolution of Findings from the Oceanport Planning Board and subsequent resolution from the Borough Council and requests the Board’s approval to consent to the Borough of Oceanport’s request to designate the subject properties as constituting an Area In Need of Redevelopment; and

WHEREAS, the Real Estate Committee reviewed the request and recommends Board approval of consent to the designation.

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves approve of consent to the designation by the Borough of Oceanport of an area in the Oceanport Area within Fort Monmouth as an *area in need of redevelopment* in accordance with the N.J. Local Redevelopment and Housing Law (LRHL) and Fort Monmouth Land Use Rules.

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: August 17, 2022

EXHIBIT 1

MEMORANDUM

To: Members of the Board

From: Kara Kopach
Executive Director

Date: September 21, 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

The budget process for 2023 is about to get underway. In the coming weeks, FMERA staff will hold budget sessions and begin drafting the 2023 FMERA Budget. The draft budget will then be presented to the Audit Committee for their review. The 2023 FMERA Budget is scheduled to be brought to the Board for its consideration and approval at the December meeting. FMERA controls spending to the extent possible, until land sales occur, and proceeds are received, at which point we determine which projects in our budget can be completed. With the end of the 3rd quarter approaching, FMERA is and is targeted to remain under budget in all categories through year-end.

Executive Director's Report

1. Update on Utilities and Infrastructure

- Construction continues on the new sanitary pump station, east interceptor and force main along Oceanport Avenue. TRWRA awarded a contract to Earle in March. 1,640' feet of force main conduit along Oceanport and Silverside Avenues have been installed. The completed project will initially accept sanitary outfall from the Lodging and Allison Hall parcels, and the 400 Area. Sheet piles were driven in the location of the new pump station wet well, and two structures have been installed. The completed project will initially accept sanitary outfall from the Lodging and Allison Hall parcels and the 400 Area. The line will also accommodate offsite outfall from Horseneck Point and Riverside Avenue. Earle has stated they will complete project by January 1, 2023.
- The Phase II sanitary project which includes the South Interceptor and the Barker Circle lines is out to bid by TRWRA. The project will provide sanitary outfall to all development along Oceanport Way and will also connect Barker Circle and Liberty Walk.
- In Eatontown, T&M continues to design the Avenue of Memories sewer main and pump station to serve the outfall from Parcel B and properties East of the Fort's frontage.
- FMERA staff continues to work with JCP&L to prepare the proposed electrical substation parcel for redevelopment. JCP&L has completed their due diligence and all contaminants of concern are now fully delineated.
- FMERA staff continues to repair and replace aged electrical infrastructure and is in discussions with JCP&L to replace all of the distribution lines on the Main Post to correspond with the new substation activation.
- FMERA's Spill Prevention, Control and Countermeasures Plan was recently updated to reflect the sale of the Barkers Circle, Lodging, and Allison Hall parcels. At present, FMERA is managing 16,265 gallons of petroleum products associated with electrical equipment, emergency generators, and out-of-service elevators. The current update reflects a

decrease of 3,278 gallons of petroleum products under FMERA ownership when compared to last plan update performed in February of 2021.

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.
- Allison Hall, on May 18, 2022, 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.

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

- 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. Development & Marketing Update

FMERA continues to make good progress on the Fort's redevelopment, with about 86 percent of the Fort's 1,126 acres sold, under contract, in negotiations, or entering the request for proposals process. To date, FMERA has sold 33 parcels, and another 5 parcels are under contract or have Board-approved contracts. 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. Continuous demolition and construction are underway at the Main Post, with several businesses slated to open prior to year-end. We look forward to the integration of additional businesses and amenities into the Fort community.

FMERA has also funded numerous utility projects to serve these new development projects on the Main Post, as reported previously. The development team is now focusing its efforts on the future development of the Mega Parcel. Proposals were due on June 6, 2022 at 12:00pm. All proposals were publicly opened in the FMERA offices beginning at 12:30pm, in accordance with Section 5.0 of the RFOTP. FMERA received FOUR (4) proposals.

Please be advised that no additional information will be provided at this time. Pursuant to FMERA's sales rules, N.J.A.C. 19:31C-2.19, offer documents are not public until the execution of a contract. FMERA will make no representations relative to the highest scoring proposal until such time as the staff is prepared to recommend the approval of a Purchase and Sale Agreement and Redevelopment Agreement to the FMERA Board. Please be advised that this process may take several months.

In addition to our redevelopment efforts, FMERA is actively seeking opportunities to collaborate on Fort-wide community initiatives. With school back in session, FMERA looks forward to the upcoming blood drive at NJCU scheduled for September 28th. Please consider making a much-needed donation.

FMERA staff will be attending the Governor's Conference on Housing & Economic Development at the end of the month. We look forward to networking with industry professionals, expanding our expertise, and sharing our excellent progress with participants from across the state

Please visit our website, www.fortmonmouthnj.com and follow us on Instagram at @fortmonmouthnj for our latest updates.



Kara Kopach

Prepared by: Regina McGrade

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

DATE: September 21, 2022

SUBJECT: Executive Session Items
For Informational Purposes Only

As the Members are aware, the Open Public Meetings Act provides exceptions to public session for certain matters, such as ongoing real estate negotiations, litigation strategy, attorney-client confidential information, or personnel matters. For this reason, from time to time, the Board goes into Executive Session for these matters.

In compliance with New Jersey's Open Public Meetings Act, the Board first adopts a resolution at its public meeting indicating what matters will be discussed in Executive Session and when the minutes of the Executive Session will be disclosed to the public.

Many items remain sensitive or unresolved and therefore cannot be made public at this time; however, after a review by staff, several items have been resolved and are no longer considered confidential. Attached, for the Board's information, is a chart outlining the resolved items from the past five years.

Staff will continue to review executive session items on an annual basis and present an update to the Board at its annual meeting each September, which will include a list of matters no longer deemed confidential. As is the current practice, if a request is made for information on an Executive Session item in the interim, staff, in consultation with the Attorney General's Office, will review the request to determine if the item can be made public at that time.



Kara Kopach

Attachment: Executive Session Items Chart – December 21, 2011-July 21, 2021
Prepared by: Regina McGrade

**EXECUTIVE SESSION ITEMS
DECEMBER 2011 – July 2021**

Item	Date of Action	Description	Resolution
Entering into Executive Session to Discuss Pending Real Estate Negotiation	December 21, 2011	The Authority desires to enter into executive session to discuss pending negotiations concerning contracts to transfer real property that will be owned by the Authority and the Authority is a party to such contract (Parcel E)	<i>Released with redactions for Attorney-Client privilege.</i>
Entering into Executive Session to Discuss Negotiations of Howard Commons Purchase and Sale Agreement and Redevelopment Agreement	July 16, 2014	The Authority desires to enter into executive session to discuss real estate purchase, lease or acquisition from and pending negotiations of Howard Commons Purchase and Sale Agreement and Redevelopment Agreement.	<i>Ongoing real estate contract negotiations.</i>
Entering into Executive Session to Obtain Attorney-Client Advice Regarding a Proposed Motion	March 18, 2015	The Authority desires to enter into executive session to discuss the legal ramifications related to a proposed motion (Fort Monmouth prevailing wage obligations)	<i>Ongoing – Remains subject to Attorney-Client privilege</i>
Entering into Executive Session to Discuss Attorney-Client Advice Regarding a Proposed Motion	May 20, 2015	The Authority desires to enter into executive session to discuss the legal ramifications related to a proposed motion (Fort Monmouth prevailing wage obligations)	<i>Ongoing – Remains subject to Attorney-Client privilege</i>
Entering into Executive Session to Discuss Pending Contract Negotiations	June 17, 2015	The Authority desires to enter into executive session to discuss pending contract negotiations (Golf Course RFOTP and MOU with DHS)	<i>Released with redactions for Attorney-Client privilege.</i>
Entering into Executive Session to Discuss Contract Negotiations	September 18, 2019	The Authority desires to enter into executive session to discuss contract negotiations.	<i>Ongoing real estate contract negotiations.</i>
Entering into Executive Session to Discuss Contract Negotiations	October 4, 2019	The Authority desires to enter into executive session to discuss contract negotiations.	<i>Ongoing real estate contract negotiations.</i>
Entering into Executive Session to Discuss litigation risk	July 21, 2021	The Authority desires to enter into executive session to discuss litigation risks.	<i>Ongoing real estate contract negotiations.</i>

ADOPTED
September 21, 2022

**Resolution Regarding the
Appointment of a Vice-Chairperson to serve as Acting Chairperson
Re-appointment of a Secretary, Treasurer and Assistant Secretaries
Re-appointment of OPRA Records Custodian and Ethics Liaison, and
Approval of October 2022 – September 2023 Meeting Dates**

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

WHEREAS, the Authority’s By-Laws provide that an annual reorganization meeting be held in September of each year.

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the appointment of a Vice-Chairperson to serve as acting Chairperson until such time as a Chairperson is appointed to the Board.
2. The Authority approves the re-appointment of the Executive Director as Secretary and the Accounting Manager as Treasurer.
3. The Authority approves the re-appointment of the Office Administrative Manager and the Director of Legal Affairs as Assistant Secretaries.
4. The Authority affirms the re-appointment of Fred Cole as Ethics Liaison Officer and Marcus Saldutti as OPRA Records Custodian.
5. The Authority approves the October 2022 – September 2023 Meeting Dates attached hereto.
6. 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: September 21, 2022

EXHIBIT 1

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

DATE: September 21, 2022

SUBJECT: Annual Meeting

The Fort Monmouth Economic Revitalization Authority's By-Laws provide that an annual reorganization meeting be held in September of each year. Although one of the purposes of this meeting is to appoint a Vice-Chairperson of the Authority for the coming year, two public Board members positions, and the Chairperson position remain vacant. As Dr. Robert Lucky who served as FMERA's long-time Vice-Chairperson passed away in March 2022, the Board must now appoint a new Vice-Chairperson. Since March the position of acting Vice-Chairperson has rotated between the Mayors of Oceanport and Eatontown with Mayor Anthony Talerico, Jr. serving as FMERA's interim Vice-Chairperson for FMERA's last four Board meetings. Therefore, staff recommends that Mayor Anthony Talerico, Jr. be appointed as Vice-Chairperson and serve as acting Chairperson until such time as a Chairperson is appointed to the Board.

The By-Laws of the Authority provide for the appointment of a Secretary and Treasurer. At the Authority's May 18, 2022 meeting, the Board approved the appointment of Executive Director Kara Kopach as Secretary and Accounting Manager Jennifer Lepore as Treasurer. The By-Laws also provide for the appointment of one or more Assistant Secretaries. Specifically, the By-Laws state that the Authority may by resolution appoint one or more Assistant Secretaries and provides them with the power to perform any and all duties as Secretary, by request of the Secretary or if he is absent or disabled. At the Authority's May 18, 2022 meeting, the Board approved the appointment of Administrative Manager Regina McGrade and Director of Legal Affairs Laura Drahushak as Assistant Secretaries. Therefore, Staff requests Board approval of the re-appointment of Kara Kopach as Secretary, Jennifer Lepore as Treasurer, and Regina McGrade and Laura Drahushak as Assistant Secretaries.

I am also asking the Board to reaffirm the appointment of Fred Cole as Ethics Liaison Officer and Marcus Saldutti as OPRA Records Custodian.

In addition, attached is a proposed schedule of the monthly Board meetings for October 2022 – September 2023.

Therefore, I am seeking your approval for the following actions: 1) Appointment of Vice-Chairperson to serve as acting Chairperson, 2) Appointment of the Secretary and the Treasurer, 3) Appointment of Assistant Secretaries, 4) the reaffirmation of OPRA Records Custodian and Ethics Liaison Officer, and 5) monthly Board meeting schedule.



Kara Kopach

Attachment: 2022-2023 Board Meeting Calendar

ADOPTED
September 21, 2022

**Resolution Regarding
Staff Advisory Committee Membership Criteria**

WHEREAS, the Authority has established four staff advisory committees: Environmental, Historical Preservation, Housing and Veterans; and

WHEREAS, these Committees (“Staff Advisory Committees” or “SACs”) were established to assist FMERA, by providing advice to FMERA staff on how best to move Fort Monmouth’s redevelopment effort forward within the context of their area of expertise; and

WHEREAS, the SACs provide important insight and information for the benefit of the staff as it manages the issues associated with the redevelopment of the Fort property; and

WHEREAS, each SAC is chaired by a FMERA board member; and

WHEREAS, FMERA staff developed SAC membership criteria in 2012, which helped to standardize and focus experience and expertise requirements for prospective SAC members; and

WHEREAS, the objective is to ensure that FMERA has a knowledgeable and balanced SAC membership, capable of providing timely and sound advice to FMERA regarding the subject matter of the Committee.

THEREFORE, BE IT RESOLVED THAT:

1. For the reasons expressed in the attached Board memorandum, the Authority reaffirms the Staff Advisory Committee membership criteria attached to the Board memorandum, selects the identified committee chairs, and authorizes the FMERA Executive Director and the SAC Chairs to fill the membership of each Committee accordingly, which membership shall be at the pleasure of the Board.

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: September 21, 2022

EXHIBIT 2

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

DATE: September 21, 2022

SUBJECT: Staff Advisory Committee Membership Criteria

Request

The Fort Monmouth Economic Revitalization Authority (“FMERA”) staff is asking that the Board reaffirm the Staff Advisory Committee (“SAC”) membership criteria and authorize FMERA’s Executive Director to work with the SAC Chairs to fill or reappoint the membership of each committee accordingly.

Background

The four (4) Staff Advisory Committees are Environmental, Housing, Veterans, and Historical Preservation. The SACs were established to assist FMERA by providing advice to the FMERA staff. The Committees are charged with making recommendations to staff on how best to move Fort Monmouth’s redevelopment effort forward within the context of their area of expertise. Each SAC is chaired by a FMERA Board member and is made up of selected members of the community impacted by the closing of Fort Monmouth. Meetings are scheduled by the FMERA staff in consultation with the SAC Chairs, the frequency and timing of which is to be determined based on specific issues confronting the staff in each of the subject areas.

In 2012 FMERA staff developed SAC membership criteria, which helped to standardize and focus experience and expertise requirements for prospective SAC members. The objective is to ensure that FMERA has a knowledgeable and balanced SAC membership, capable of providing timely and sound advice to the FMERA staff regarding the subject matter of the committee. It is important that subject matter experts and parties involved in various segments of the community and marketplace participate in the committees to give FMERA staff access to current and creative thinking in each of the SAC subject matter areas.

Recommendation

In summary, the FMERA staff is asking that the Board reaffirm the Staff Advisory Committee membership criteria and authorize FMERA’s Executive Director to work with the SAC Chairs to fill or reappoint the membership of each committee accordingly, which membership shall be at the pleasure of the Board.



Kara Kopach

Prepared by: Regina McGrade

Resolution Regarding
Approval of Plan Amendment #19 Permitting Alternative Development Scenario in Eatontown

WHEREAS, the FMERA Act, P.L. 2010, c.51, in N.J.S.A. 52:27I-26(c), and the Land Use Rules, in N.J.A.C. 19:31C-3.27, authorize FMERA to amend the Reuse 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 proposed Amendment #19 envisions redevelopment of the Eatontown Reuse Area for approximately 1.96 million square feet of non-residential space and 577 residential units. Such development would include a conference hotel and golf course, a mixed-income housing neighborhood, a lifestyle mixed-use center/technology incubator campus and municipal complex, and expansive green space; and

WHEREAS, in accordance with the FMERA Act and the Land Use Rules, the Board approved transmitting the proposed Reuse Plan Amendment #19 to the host municipalities at its May 18, 2022 meeting; and

WHEREAS, the 45-day comment period commenced on June 7, 2022; and

WHEREAS, the comment period expired on July 21, 2022, and correspondence was received from Eatontown, Oceanport and Tinton Falls; and

WHEREAS, FMERA staff reviewed the correspondences and provided responses, accepting one identified comment by the Borough of Tinton Falls and modified Plan Amendment #19 accordingly; and

WHEREAS, the Real Estate Committee has reviewed the responses to the comments from the three host municipalities for the Reuse Plan Amendment #19 and recommends adoption of Amendment #19 to the Board.

THEREFORE, BE IT RESOLVED THAT:

1. The Authority adopts the responses contained in the attached memorandum, to the comments from the Boroughs of Eatontown and Oceanport, Tinton Falls.
2. As expressed in the attached memorandum, the Authority approves Amendment #19 to the Fort Monmouth Reuse and Redevelopment Plan that would permit an alternative development scenario in the Eatontown Reuse Area.
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: September 21, 2022

EXHIBIT 3

MEMORANDUM

TO: Members of the Real Estate Committee

FROM: Kara Kopach
Executive Director

RE: Recommendation to approve Proposed Plan Amendment #19 Permitting an Alternative Development Scenario with respect to the +/-60 Acres Parcel in the Howard Commons area in Eatontown.

DATE: September 21, 2022

Request

I am requesting that the Board approve the proposed Plan Amendment #19 to the Fort Monmouth Reuse and Redevelopment Plan (“Reuse Plan”) that would permit an alternative development scenario for the Subject Parcel in the Howard Commons area in Eatontown.

Background

In 2008, the Reuse Plan was completed and accepted by the U.S. Department of Housing and Urban Development and the U.S. Department of Defense and serves as the Plan for the redevelopment and revitalization of Fort Monmouth to be implemented by FMERA. FMERA’s enabling legislation, P.L. 2010 c. 51 (the “Act”), the Land Use Rules subsequently adopted in 2013, N.J.A.C. 19:31C-3 et seq. (“Land Use Rules”), and the Reuse Plan contemplate those amendments to the Reuse Plan would be required from time to time. Specifically, the Act authorizes FMERA “to adopt, revise, adjust, and implement ... any aspect of the plan.”

Reuse Plan amendments allow FMERA to respond to opportunities that arise through the Request for Offers to Purchase (“RFOTP”) process. The amendment is required to be a report or statement with proposals that include the following:

1. Objectives, assumptions, and standards on which the plan is based;
2. The relationship to statewide, county and municipal planning objectives;
3. Proposed land uses; and
4. Any significant relationship to municipal and county plans as well as the State Development and Redevelopment Plan.

According to the Land Use Rules, the FMERA Board shall consider the following as guidance when reviewing a proposed amendment:

1. Whether the proposed amendment would result in a material change in the overall development yield or affordable housing obligations of the host municipality, or would result in any negative impact to the Authority’s obligations pursuant to the Fair Housing Act of 1985;
2. Whether the proposed amendment would result in any significant adverse impact on other areas of Fort Monmouth;
3. Whether the proposed amendment would substantially impair the intent and purposes of the Reuse Plan;

4. Whether the proposed amendment would have any negative impact on the Authority's obligations pursuant to the Base Realignment and Closure Act ("BRAC") and any agreement with the U.S. Army conveying Fort Monmouth property to the Authority; and
5. Whether the proposed amendment would have significant adverse infrastructure ramifications different from those envisioned in the Reuse Plan.

In accordance with the Act and the Land Use Rules, prior to approving an amendment to the Plan, the amendment must be transmitted to the governing body of each host municipality for a 45-day comment period, at the end of which each municipality may provide FMERA with a written report containing the municipality's recommendations. Staff will review the report from each host municipality and prepare a preliminary analysis with reasons for accepting or not accepting the recommendations. This report shall be presented to the Board for its consideration and approval.

Development Contemplated under the Reuse Plan

The Reuse Plan envisions mixed-income housing with an emphasis on affordable and workforce housing, for civil servants such as fire and safety and education professionals for the Howard Commons reuse area. The Residential section of the Howard Commons area is contemplated for a total of 275 residential units with 20% of the housing units to be set aside for affordable housing units. Additionally, the Reuse Plan contemplates a commercial development in the form of a 12,530 square foot convenience retail facility at the intersection of Hope and Pinebrook Road, and the demolition of all the buildings in the Howard Commons area. The Land Use Rules place the subject parcel in the Eatontown Pinebrook Neighborhood District. Mixed use and retail up to 15,000 SF, medium density residential with a minimum of four units per structure and open space and recreation are permitted in the in the Eatontown Pinebrook Neighborhood District.

Amendment #19 provides the option for an alternative development scenario on the +/- 60 Acres Parcel in the Howard Commons area in the Borough of Eatontown.

The Subject Parcel

The Howard Commons Parcel is located along Hope and Pinebrook Roads in the Charles Wood Portion of Fort Monmouth and originally consists of +/- 64 acres of land area. Amendment # 17 permitted an alternative development scenario for +/- 4 Acre parcel of the original Howard Commons Parcel. The proposed amendment creates an alternative development scenario for the remaining +/- 60 acres of the Howard Common Parcel (the "Subject Parcel"). The subject parcel is currently improved with forty-eight buildings (Buildings 2600, 2603, Buildings 3001 through 3033, Buildings 3038 through 3052 which include existing townhouses, and one (1) single general-purpose storage building.

The Proposed Reuse Plan Amendment

The attached proposed Plan Amendment #19 prepared by Upendra Sapkota, FMERA's Senior Project Officer of Planning and Development and Elizabeth Leheny, AICP, PP / Principal of Phillips Preiss Grygiel Leheny Hughes, LLC ("PPG") would permit:

- Low and Medium density residential;
- Retail, General;
- Retail, Convenience;
- Office;
- Restaurant, full service;
- Restaurant, fast-casual; and
- Gasoline Station with a convenience store on the subject parcel.
- One Drive-thru window may be permitted as an accessory use to either an office or fast-casual restaurant use.

The proposed Plan Amendment #19 further defines: Retail, General previously defined in Reuse Plan Amendment #11, to include supermarkets and stores that sell household merchandise; and includes definitions for Restaurant, fast-casual and Gasoline Station with Convenience Store.

For residential, the amendment would permit:

- A total 275 residential units comprised of the 220 low and medium density residential units, comprising of at least twenty-two (22) or more low-density single-family detached homes, and fifty-five (55) medium-density affordable units in the form of apartments and stacked flats. Out of the fifty-five affordable units, twenty (20) shall be permanent supportive housing units.
- The maximum height of low and medium density residential buildings, apartments and stacked flats shall not exceed 3 stories/ 45 feet.
- For low and medium density residential - single family detached, a 15 ft front, 5 ft side and 20 ft rear setbacks shall be required and for low density residential - single family attached/townhouse, a 10 ft front, 5 ft side and 15 ft rear setbacks shall be required. Additionally, for medium density apartment/stack flats, a 10 ft front, 20 ft side and 15 ft rear setbacks shall be required. Notwithstanding the above front setback requirements, buildings fronting on Pinebrook road shall have a minimum 30-foot front setback.
- Maximum impervious lot coverage shall not exceed 65% of the total lot area.
- No minimum loading space is required for residential uses and for parking for residential uses, the standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.7 shall apply to this amendment.
- With respect to signage, the amendment permits one (1) ground sign per complex for single family units, townhouses and medium-density residential uses. The maximum sign area shall not be more than twenty-five (25) square feet for residential use. The maximum sign height shall not be more than seven (7) feet above grade for residential use.

For retail uses, the amendment would permit:

- Up to 40,000 SF of nonresidential buildings.
- The maximum height of nonresidential buildings shall not exceed 2 stories/35ft.
- The floor area ratio (FAR) shall not exceed 0.25 for of non-residential buildings.
- The maximum impervious lot coverage shall not exceed 75% of the total lot area for nonresidential uses.
- A 25 ft front, 20 ft side and 20 ft rear setbacks shall be required and notwithstanding the front setback requirement, buildings fronting on Pinebrook road shall have a minimum 30-foot front setback.
- One parking space for 250 square feet of GFA shall be provided for Retail uses, and for a Gasoline Station with convenience store two (2) parking spaces per 1000 SF should be provided.
- With respect to loading, one space per first 40,000 SF and one space per 40,000 SF thereafter for nonresidential uses.
- Retail establishments and office uses are as permitted to have one ground sign per complex or per parcel. The ground sign area shall not be more than seventy-five (75) square feet for non-residential uses. The sign height shall not be more than twelve (12) feet above grade for non-residential uses.
- Gasoline Station with Convenience Store is permitted to have one ground sign per complex or per parcel. The ground sign area shall not be more than forty-eight (48) square feet and the sign height shall not be more than twelve (12) feet above grade.
- Gasoline station may have an additional price sign to display fuel price. The maximum price sign area shall not be more than twelve (12) square feet square feet in area on either side nor shall be more than 15 feet in height.
- Gasoline service station with canopy shall be permitted two (2) gas canopy signs in total. The gas canopy sign or signs shall collectively not exceed 20 square feet in area. A gas canopy sign shall be a flat sign permanently affixed to the vertical face of the gas canopy and shall not project above or below or from any side of the vertical face of the canopy. The gas canopy sign may be illuminated by internal and nonintermittent light sources.

All the signs, for residential uses, nonresidential uses and for gasoline station with convenience store, shall not be located within the Sight Triangle area and the signs shall not be located closer than 10 feet to any side property line. All other requirements related to ground signs under FMERA Land Use Rules N.J.A.C. 19:31C-3.9(d) shall still be applicable.

The amendment also requires a minimum of a 5-foot-wide sidewalk along Pinebrook Road and a +/- 7.5 -acre publicly accessible open space with adequate parking which should be located to the southeastern section of the parcel area completing surrounding recreational uses. A twelve (12) feet wide access driveway shall be created through the southeast section of the Subject Parcel providing public access to the Eatontown Board of Education's athletic fields.

An existing publicly accessible pedestrian walkway connecting Pinebrook Road to the adjacent Eatontown Board of Education property located to southeast of the Subject Property shall either be upgraded or relocated and maintained within the Subject Property to the existing entry point. Whether relocated or maintained in its existing location, the pedestrian walkway shall be six (6) feet wide. The walkway shall be Americans with Disabilities Act (ADA) compliant and adequate lighting, pole lights, bollard lights or similar lights shall be provided along the walkway. Up to two (2) entryways from Pinebrook Road to the subdivided parcel or per complex would be permitted, subject to approvals by the County and the Borough of Eatontown.

Further, the proposed amendment encourages the use of low impact development green infrastructure and renewable energy measures such as: permeable pavers, rain gardens, bio-retention basins and solar energy system. The proposed amendment also strongly encourages the inclusion of an appropriate number of "make-ready stations" to create Electrical Vehicle Charging Stations to the development. These proposed green standards shall apply Fort-wide.

In accordance with the Act and the Land Use Rules, on March 16, 2022, the FMERA Board approved the transmittal of proposed Amendment #19 to the governing body of each municipality for a 45-day comment period. The municipalities received Amendment #19 on June 7, 2022, upon expiration of the Governor's 10-day veto period; the comment period ended on July 21, 2022. The correspondences received from Oceanport, Eatontown and Tinton Falls are attached ("**Exhibit A**").

The Authority received a letter dated July 6, 2022 from the Borough of Tinton Falls containing three comments. First, the Borough of Tinton Falls comments that Reuse Plan Amendment #19 would substantially increase the permitted commercial/retail square footage and that this could potentially increase traffic and have a negative impact on the surrounding roads. The Borough of Tinton Falls states that "[a]ny proposed revisions to the plan must account for traffic impacts to not only Eatontown, but also Tinton Falls." Second, the Borough of Tinton Falls states "the proposed plan amendment would increase the permitted floor area ratio from .20 to .25 and the permitted lot coverage from 60% to 75%. The Borough's preference is to maintain the original limitations in order to provide additional green space and limit the amount of impervious surfaces on the property." And third, the Borough of Tinton Falls noted that on Page 4, footnote #3 there is a potential typo on the sentence stating "The facility shall contain any kind of vehicle repair or maintenance services..."

Staff proposes the following responses to the concerns raised by the Borough of Tinton Falls: 1) FMERA acknowledges the Borough's concerns that some of the surrounding roadways and intersections, including the intersection between Pinebrook Road and Hope Road may experience increased traffic. While a traffic impact report or similar study is not a requirement of the FMERA's Mandatory Conceptual Review process (MCR), FMERA will recommend that the developer assess traffic impacts resulting from the planned development as part of the MCR process. The Eatontown and Monmouth County Planning Boards will have an opportunity to review the submitted application and request additional information, as deemed necessary for traffic management. This review is consistent with prior Reuse Plan Amendments approved by the Board. 2) Regarding the Borough's concern with the increase in FAR and lot coverage, the proposed increases to 0.25 FAR and 75% maximum lot coverage is only applicable to the approximately 5.4-acre retail/commercial section of the site. These increases were deemed necessary to support the expanded uses being targeted for this portion of the site and is consistent with other increases proposed in prior Reuse Plan Amendments that were approved by the Board. On the residential section of the site, the housing density will remain the same and the lot coverage has a proposed increase of five (5%) percent or from 60% to 65%. The increase in lot coverage is specifically tied to a desire by the local community to accommodate diverse housing types on the site and to accommodate the affordable housing requirements. In addition to this increase, Plan Amendment #19 contemplates +/- 7.5 acres of publicly accessible

open space, which increases the proposed open space under the Reuse Plan by +/-2.5 acres thereby creating a larger tract of contiguous open space. Additionally, to accommodate additional impervious coverage, the development will be required to provide appropriate stormwater management and the Borough and County will review same during Planning Board approval. 3) The Authority accepts the Borough of Tinton Falls comment that footnote #3 contains a typographical error and amends Plan Amendment #19 to read: “The facility shall not contain any kind of vehicle repair or maintenance services, tire sales or services, vehicle rental services....”

The Authority also received a governing council resolution on July 19, 2022, from the Borough of Eatontown, which includes comments from Eatontown’s Borough Engineer. The Borough’s engineer notes that the proposed amendment is compatible with the surrounding uses and is consistent with the County’s goals for open space, finally the Borough’s engineer indicated that stormwater management will be important for this area and will require site plans that incorporate specific improvement to help mitigate flooding challenges and improve infrastructure.

Staff proposes the following responses to the concerns raised by the Borough of Eatontown: The Authority acknowledges the Borough of Eatontown’s concern regarding potential flooding and stormwater management related issues and the Authority will advise the developer to take all necessary actions to mitigate flooding and stormwater management related issues during its submission of an MCR and site plan approval to the Eatontown Planning Board. The Authority requires a study related to storm water and environment as part of FMERA’s MCR process. Additionally, as a part of MCR, pursuant to N.J.A.C. 19:31C-3.20(c)(7) where the site plan or subdivision application involves open space to be preserved or sensitive environmental features identified in the natural resources inventory, the Authority’s Environmental Staff Advisory Committee (“ESAC”) is required to review and comment on the application. ESAC reviews the application based on several criteria including but not limited impact on soil disturbance, stormwater management, water bodies, wetlands, flood hazard, endangered wildlife and vegetation species habitat and historic & archeological resources. Any comments and recommendation from the ESAC are included the MCR letter. The Borough of Eatontown Planning Board will have full opportunity to review the MCR letter and any recommendation from the ESAC committee during the site plan review process.

An email dated June 17, 2022, from the Oceanport Borough Clerk states that the Oceanport Governing Body had an opportunity to review Plan Amendment #19 and had no comments or concerns at this time.

Based on this report and in response to the Boroughs feedback, Amendment #19 has been modified. Footnote #3 has been modified to state: “Gasoline Station with Convenience Store shall mean a single use facility that includes a retail store with a fuel dispensing facility on the same premise, under common management and operated by a single business entity in conjunction with the sale of gasoline and diesel for motor vehicles. The retail store may sell food and beverages, groceries and convenience items. Such items may be pre-packaged and/or include freshly prepared food and beverage for on or off-site consumption, coffee, snacks, dairy products, dry goods, grocery items, newspapers, tobacco, lottery sales, over-the-counter medication and minor automotive accessories. These establishments that may contain indoor and outdoor dining areas for the purpose of on-site consumption of products. The facility may contain electric vehicle charging stations, automated teller machines, outdoor vacuums, air pumps for the inflation of tires, indoor and outdoor seating, and the outdoor display of minor automotive accessories located adjacent to the fuel dispensers as accessory uses. The facility may operate 24 hours per day and seven (7) days per week. The facility shall not contain any kind of vehicle repair or maintenance services, tire sales or services, vehicle rental services, vehicle customization or accessory sales, taxis or bus services, and any long term or overnight parking and any other similar use.”

After reviewing the comments of the host municipalities, accepting one identified comment by the Borough of Tinton Falls and modifying Plan Amendment #19 accordingly, FMERA staff recommends that the Board approve of modified Plan Amendment #19. 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 Amendment #19 to the Reuse Plan that would permit alternative development scenarios for the Subject Parcel in the Howard Commons area in Eatontown.

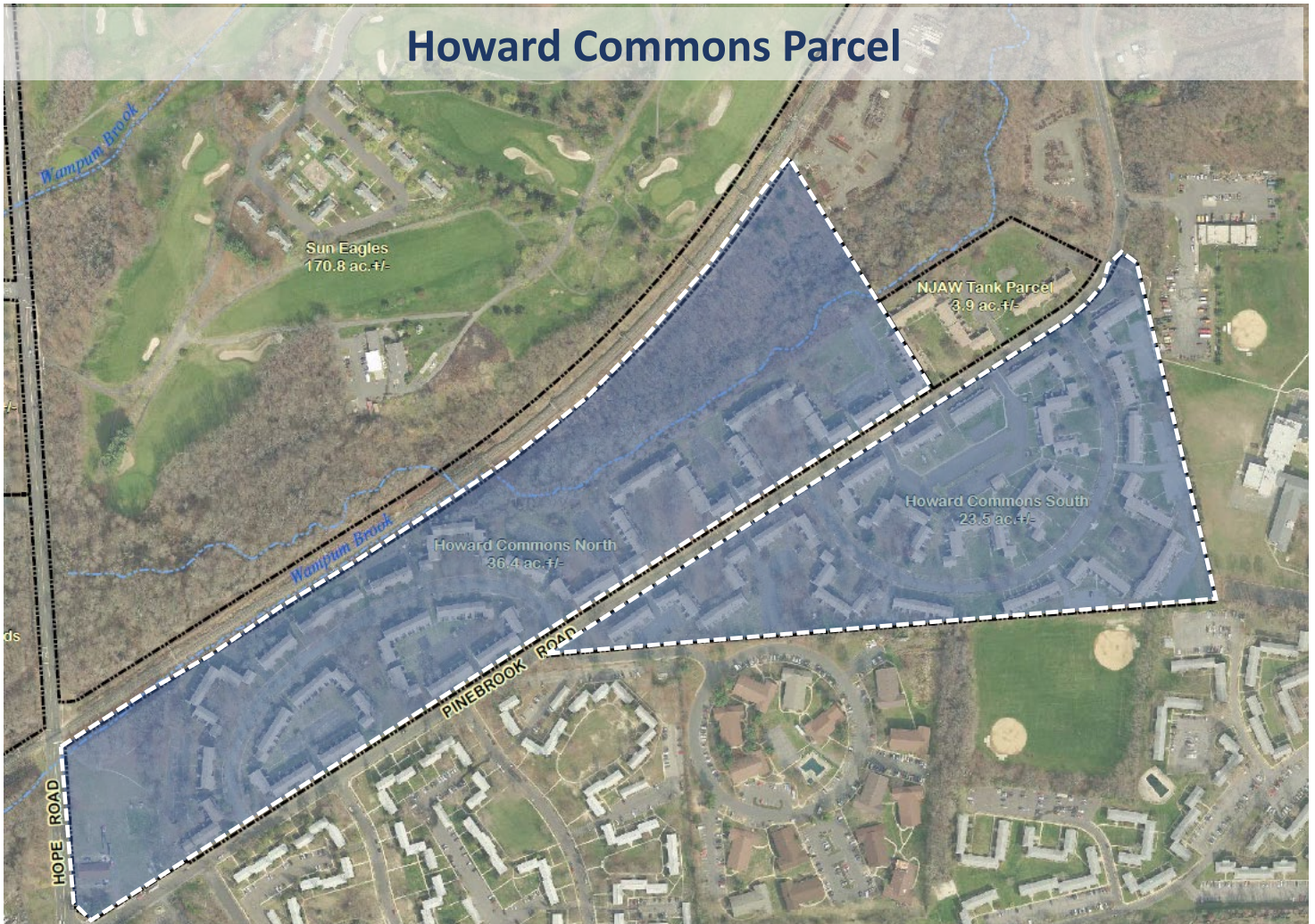
Kara Kopach

Kara Kopach

Attachment: Proposed Reuse Plan Amendment #19
Letters from Host Municipalities (**Exhibit A**)

Amendment #19 to the
**Fort Monmouth Reuse and
Redevelopment Plan**

September 2022



Fort Monmouth Economic Revitalization Authority

Amendment #19 to the
Fort Monmouth Reuse and Redevelopment Plan

Prepared by:

Upendra Sapkota, PP, AICP, LEED AP
FMERA Senior Officer – Planning and Development

Elizabeth Leheny, AICP, PP / Principal
Phillips Preiss Grygiel Leheny Hughes, LLC

Fort Monmouth Reuse and Redevelopment Plan, adopted: October 2008

Amendments to the Fort Monmouth Reuse and Redevelopment Plan

- Amendment #1:** Parcel E in Tinton Falls, adopted May 2012
- Amendment #2:** Patterson Clinic in Oceanport, adopted December 2012
- Amendment #3:** Several parcels in Tinton Falls, adopted November 2015
- Amendment #4:** Russel Hall and Dance Hall in Oceanport, adopted January 2016
- Amendment #5:** Pistol Range in Tinton Falls, adopted May 2016
- Amendment #6:** Two parcels in Oceanport, adopted July 2016
- Amendment #7:** Fitness Center in Oceanport, adopted August 2016
- Amendment #9:** Eatontown Barracks and DPW in Eatontown, adopted December 2019
- Amendment #10:** Suneagles Golf Course in Eatontown, adopted May 2019
- Amendment #11:** Allison Hall in Oceanport, adopted December 2019
- Amendment #12:** Myer Center in Tinton Falls, adopted January 2019
- Amendment #13:** Squier Hall in Oceanport, adopted April 2019
- Amendment #14:** Lodging Area in Oceanport, adopted May 2019
- Amendment #15:** Commissary & Warehouse area in Oceanport, adopted August 2020
- Amendment #16:** Barker Circle parcel in Oceanport, adopted December 2020
- Amendment #17:** Howard Commons-Water Tower parcel in Eatontown, adopted April 2021
- Amendment #18:** Nurses Quarter in Oceanport, adopted July 2022

ACKNOWLEDGEMENTS

Fort Monmouth Economic Revitalization Authority (FMERA) Board

Vacant – Chairman & Public Member, Fort Monmouth Economic Revitalization Authority

Stephen Gallo – Public Member

Lillian Burry – Monmouth County Board of County Commissioners

Jay Coffey – Mayor of Oceanport

Anthony Talerico, Jr. – Mayor of Eatontown

Vito Perillo – Mayor of Tinton Falls

Kevin A. Quinn – NJEDA Board Chairman

Robert Asaro-Angelo – Commissioner, NJ Department of Labor & Workforce Development

Noreen Giblin – Governor's Representative

Diane Gutierrez Scaccetti – Commissioner, NJ Department of Transportation

Shawn Latourette – Commissioner, NJ Department of Environmental Protection

Sheila Oliver – Commissioner, New Jersey Department of Community Affairs

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I. Introduction

The Fort Monmouth Reuse and Redevelopment Plan (“the *Reuse Plan*”) was adopted by the Fort Monmouth Economic Revitalization Planning Authority (“FMERPA”) Board on October 15, 2008. Subsequently, the *Reuse Plan* has been amended 18 times since its first adoption to address the changing development climate.

To further support redevelopment opportunities and economic vitality within the Fort area, pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-19 et. seq.), the Fort Monmouth Economic Revitalization Authority (“FMERA”) is considering amending the *Reuse Plan* to revise development standards and provide the option for an alternative development scenario on a portion of the Howard Commons Parcel identified as the “Subject Parcel” that is located in the former Fort Monmouth property in the Borough of Eatontown, New Jersey (“Eatontown Reuse Area”) as shown on Exhibit A.

a. Proposed Amendment

The Howard Commons Parcel is located along Hope and Pinebrook Roads in the Charles Wood Portion of Fort Monmouth and originally consisted of +/-64 acres of land area. Amendment #17 permitted an alternative development scenario for +/-4 Acre parcel of the original Howard Commons Parcel. The proposed amendment creates an alternative development scenario for the remaining +/-60 acres of the Howard Common Parcel (the “Subject Parcel”).

The Reuse Plan envisions mixed-income housing with an emphasis on affordable and workforce housing, for civil servants such as fire and safety and education professionals for the Howard Commons reuse area. The Residential section of the Howard Commons area is contemplated for a total of 275 residential units with a 20% of the housing units to be set aside for affordable housing units. Additionally, the Reuse Plan contemplates a commercial development in the form of a 12,530 square foot convenience retail facility at the intersection of Hope and Pinebrook Roads, the demolition of all the buildings in the Howard Commons area and a ±5-acre baseball field in the section of the subject parcel to the south of Pinebrook Road. The Land Use Rules places the subject parcel in the Eatontown Pinebrook Neighborhood District. Open Space and Recreation uses are permitted in the in the Eatontown Pinebrook Neighborhood District.

This amendment to the *Reuse Plan* would continue to permit, the construction of two hundred seventy-five (275) Housing Units along Pinebrook Road and allow a commercial and retail facility of up to 40,000SF, which may include, but is not limited to, a gasoline station, restaurant, office, convenience and grocery stores fronting on Hope Road and/or Pinebrook Road in the section of the Howard Commons area as indicated on Exhibit B.

This amendment, referred to as “Amendment #19,” does not purport to delete any provisions of the Reuse Plan, but rather supplements the Plan by proposing alternative development scenarios for the parcels in the Fort area as shown as shown on Exhibit B. Under N.J.A.C. 19:31C-3.19(a)(1), principal land uses permitted in the *Reuse Plan* are specifically permitted under the Land Use Rules. Thus, Amendment #19 is incorporated into the Land Use Rules for the Reuse Area in a manner similar to an “overlay zone,” whereby an alternative set of requirements are superimposed on the area allowing for alternative land use scenarios to be realized. With regard to the alternative land use scenario, the overlay zoning provides

alternative opportunities for development that do not apply unless the land is developed in accordance with the purposes for which the overlay zoning is adopted.

Amendment #19 is consistent with the planning objectives and principles articulated in the *Reuse Plan* and is necessary to fulfill the Authority's main objectives, specifically promoting economic development, creating diverse housing opportunities, and improving the quality of lives and public welfare.

Amendment #19 is the fourth amendment to the *Reuse Plan* for the Eatontown Reuse Area. Amendment #9, the first amendment to the Reuse Plan for the Eatontown Reuse Area, permitted an alternative development scenario for a +/-4.2-acre Barracks parcel and a +/-7.5-acre parcel located in the eastern section of the Eatontown Redevelopment area. Amendment #9 permitted the reuse of Buildings 1102-1107 for commercial arts-related uses, including studio, performance, and gallery space, as well as up to 12 short-term residential units for artists on a +/-4.2 acres Barracks parcel. Additionally, Amendment #9 permitted a Department of Public Works (DPW) facility for the Borough of Eatontown, as well as open space around Wampum Brook on a +/-7.5-acre parcel located west of the Barracks site. Amendment #10 permitted the reuse and upgrading of the golf course and its associated facilities and demolition of the swimming pool and the 42 existing Megill Housing units. Amendment #10 also allowed for the construction of 60 townhouse units on the Megill Housing site and 15 affordable units in the northeast corner of the property adjacent to Tinton Avenue. Further, Amendment #10 permitted the renovation of Gibbs Hall for a banquet and conference facility including the addition of a new porch to the rear side of the Gibbs Hall building. Amendment #17 permitted a Water Storage Tank, associated facilities, and parking in the eastern section of the Howard Commons area. Plan Amendment #8 also proposed an alternative development scenario for Howard Commons parcel but was not adopted.

The Fort Monmouth *Reuse and Redevelopment Plan* involved years of careful consideration and study as well as an extensive effort to draw input from residents, the three host municipalities, and the County, State, and Federal government. As such, this amendment does not change the underlying Plan visioned for the Eatontown Reuse Area. Instead, it provides land use options that afford FMERA with the necessary flexibility to respond to changed circumstances in a manner that does not compromise the overall *Reuse Plan* goals and objectives.

The following chapter describes the nature and scope of the amendment while succeeding chapters discuss its relationship to the elements, objectives, and planning principles of the *Reuse Plan*, as well as to FMERA's directive, and relationship to relevant State, County, and Municipal planning objectives.

II. Goals and Objectives

The primary goal of this amendment is to further sustainable economic development of the Fort Monmouth area by accommodating uses that are essential for building resilient communities in the Fort Monmouth area. Some of the key plan goals and policy objectives are outlined below:

- a. Encourage reinvestment and redevelopments within the Fort Monmouth area.
- b. Accommodate uses that are critical for the functioning of Fort Monmouth area.

- c. Maintain the availability of market-rate and affordable housing alternatives for all income levels as envisioned by the Reuse Plan.
- d. Address some of the limitations of FMERA's current land use rules and development standards and revise those standards to provide desired flexibility for current & future redevelopment projects.
- e. Enhance the livability of the area by creating recreational opportunities through open space and improved pedestrian connectivity.

III. Scope of the *Reuse Plan* Amendment

The Fort Monmouth properties in Eatontown total approximately 454 acres and are divided into two development areas: the western section composed of approximately 235 acres in the existing Charles Wood Area, and the eastern section composed of 219 acres in the Main Post Area. The Reuse Plan envisions redevelopment of the Eatontown Reuse Area for approximately 1.96 million square feet of non-residential space and 577 residential units. Such development would include a conference hotel and golf course, a mixed-income housing neighborhood, a lifestyle mixed-use center/technology incubator campus and municipal complex, and expansive green space. Amendment #10 permitted up to 75 residential units on the Suneagles Golf Course, consisting of 60-unit townhouses and 15 affordable units. These housing units were not contemplated in the Reuse Plan. As such, Amendment #10 added 75 additional residential units to the total of 577 residential units originally contemplated for the Eatontown Reuse Area.

This amendment maintains the development concepts and plans articulated in the *Reuse Plan* and subsequent amendments but further permits alternative development scenarios on the Subject Parcel located in the Eatontown Reuse Area as shown in Exhibit A. The details of the amendment to the land use plan and alternative development scenario contemplated in this amendment are provided below.

1. Subject Parcel: +/- 60 Acres - Parcel in the Howard Commons area

The Subject Parcel is approximately 60 acres in area and is located at the intersection of Pinebrook Road and Hope Road, along both sides of Pinebrook Road in the southern section of the Charles Wood Area in the Eatontown Reuse Area. The Subject Parcel is currently improved with forty-eight buildings (Buildings 2600, 2603, Buildings 3001 through 3033, Buildings 3038 through 3052) which are comprised of townhouses and one (1) single general-purpose storage building.

This amendment would permit the following.

1.1 Permitted Uses

The proposed amendment will permit following uses in the Subject Parcel.

- Residential use including Low-Density residential, Medium-density residential use.
- Retail, General¹

¹ Retail, General as defined in Amendment #11 to the Reuse Plan, means retail trade limited to the following: paint, glass, and wallpaper stores; hardware stores; variety stores; meat and seafood markets; candy, nut, and confectionery stores; apparel and accessory stores; home furniture furnishings and equipment stores; drug stores; florists; tobacco stores; optical goods stores; antique stores; delicatessen/ prepared food take-

- Retail, Convenience
- Office
- Restaurant, full service
- Restaurant, fast casual²
- Gasoline Station with Convenience Store^{3 4}
- One Drive-thru window shall be permitted as an accessory use to either an Office or a Restaurant, fast casual use.

1.2 Bulk and Density Regulations

The following bulk and density standards will be applicable to the Subject Parcel:

1.2.1 Residential Use

- a. Density: 275 residential dwelling units comprised of the following:
220 low-density and medium-density units, comprising of at least twenty-two (22) or more low-density single-family detached Homes, and fifty-five (55) medium-density units in the form of apartments and stacked flats affordable to low- and moderate-income households, including twenty (20) permanent supportive housing units.
- b. Height: The maximum height of low-density residential buildings shall not exceed 3 stories/ 45 feet. The maximum height of medium-density residential buildings-apartments and stacked flats of shall not exceed 3 stories/45 feet.
- c. Setbacks: Minimum required setbacks are listed in the Table 1.

out stores; ice cream parlor; retail bakery without seating. Retail, General uses throughout the former Fort Monmouth shall also include supermarkets and stores that sell household merchandise.

² Restaurant, fast-casual shall mean an establishment which serves food or beverages for immediate consumption either on the premises, or to be taken out for consumption elsewhere. Food is cooked on customer-demand basis, payment is required prior to consumption, and seating or other physical accommodation for on-premises customer dining, with limited or no table service, is provided.

³ Gasoline Station with Convenience Store shall mean a single use facility that includes a retail store with a fuel dispensing facility on the same premise, under common management and operated by a single business entity in conjunction with the sale of gasoline and diesel for motor vehicles. The retail store may sell food and beverages, groceries and convenience items. Such items may be pre-packaged and/or include freshly prepared food and beverage for on or off-site consumption, coffee, snacks, dairy products, dry goods, grocery items, newspapers, tobacco, lottery sales, over-the-counter medication and minor automotive accessories. These establishments that may contain indoor and outdoor dining areas for the purpose of on-site consumption of products. The facility may contain electric vehicle charging stations, automated teller machines, outdoor vacuums, air pumps for the inflation of tires, indoor and outdoor seating, and the outdoor display of minor automotive accessories located adjacent to the fuel dispensers as accessory uses. The facility may operate 24 hours per day and seven (7) days per week. The facility shall not contain any kind of vehicle repair or maintenance services, tire sales or services, vehicle rental services, vehicle customization or accessory sales, taxis or bus services, and any long term or overnight parking and any other similar use.

⁴ Gasoline Station with Convenience store usage shall apply exclusively to the Howard Commons Parcel. The Reuse Plan envisioned that a 12,530 square foot convenience store would be located at the northeast intersection of Hope and Pinebrook Roads. Since the Reuse Plan was adopted in 2008, convenience stores with gas stations have become more commonplace in New Jersey and the two uses are often provided together. Their ubiquity has led many jurisdictions to permit convenience stores with gas stations jointly as a singular use rather than two principal uses. Many convenience stores with gas are geared toward morning and evening commuter "rushes." As such, many are sited on major corridors offering maximum visibility to passing motorists is key to their success. The Howard Commons parcel offers unique visibility and access to major roadways that make it distinct from other parcels in the site. For example, it is located at the intersection of Hope and Pinebrook Roads which are both heavily traveled. This is also a signalized intersection increasing visibility to cars waiting for a light to change. Further, Hope Road offers convenient access to the Garden State Parkway and Routes 18 and 36. This location would offer motorists traveling north on Hope Road their first opportunity to get gas after exiting the Garden State Parkway, or their last opportunity to get gas before entering the Garden State Parkway. Other sites in the Fort do not offer this type of visibility and accessibility to major roadways as the Howard Commons Parcel.

Table 1

Uses	Front Setback (Ft)	Side Setback (Ft)	Rear Setback (Ft)
Low Density Residential - Single Family Detached	15	5	20
Low Density Residential - Single Family Attached/Townhouse	10	5	15
Medium Density -apartments/stack flats.	10	20	15

- i. Notwithstanding the front setback requirement in 1.2.1(c) Table 1, buildings fronting on Pinebrook road shall have a minimum 30-foot front setback.
- d. Impervious Coverage: The Maximum Impervious Lot Coverage shall not exceed 65% of the total lot area.
- e. Parking: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.7 shall apply to this proposed amendment.
- f. Loading: No minimum loading space is required for residential uses.

1.2.2 Non-Residential Uses

- a. Density: Total nonresidential uses comprising of Retail uses, Office, and Gasoline station shall not exceed more than 40,000SF in area, excluding the area of the gas pump canopy.
- b. Height: The maximum height of non-residential building/s shall not exceed 2 stories/ 35 feet excluding gasoline station canopy. The height of the gasoline station canopy shall not exceed 18 feet.
- c. Setbacks: Minimum required setbacks are listed in the Table 2.

Table 2

Uses	Front Setback (Ft)	Side Setback (Ft)	Rear Setback (Ft)
Retail	25	20	20

- i. Notwithstanding the front setback requirement in 1.2.2(c) Table 2, buildings fronting on Pinebrook road shall have a minimum 30-foot front setback.
- d. Impervious Coverage: The Maximum Impervious Lot Coverage shall not exceed 75% of the total lot area.
- e. Floor Area Ratio (FAR): The floor area ratio shall not exceed 0.25.
- f. Parking: One space for 250 square feet of GFA shall be provided for Retail uses, and for Gasoline Station with convenience store, two (2) spaces per 1000 SF should be provided. Parking spaces should measure 9' x 18' with two-way travel lanes measuring 24' in width and one-way travel lanes measuring 16' in width.

- g. Loading: One space per first 40,000 SF and one additional space per 40,000 SF thereafter.

1.3 Signage

The following requirement will be applicable to the residential & non-residential uses.

a. **Residential Use**

- I. Low-density single-family units, townhouses and medium-density residential uses are permitted to have one (1) ground sign per complex.
- II. The maximum sign area shall not be more than twenty-five (25) square feet for residential use.
- III. The maximum sign height shall not be more than seven (7) feet above grade for residential use.

b. **Non - Residential uses except Gasoline Station with Convenience Store:**

- I. Retail establishments and office uses are as permitted to have one ground sign per complex or per parcel.
- II. The ground sign area shall not be more than seventy-five (75) square feet for non-residential uses.
- III. The sign height shall not be more than twelve (12) feet above grade for non-residential uses.

c. **Gasoline Station with Convenience Store:**

- I. Gasoline Station with Convenience Store is permitted to have one ground sign per complex or per parcel. The sign may contain the name of the station and/or principal products sold on the premises, and may include the product brand name, logo, insignia or emblem.
- II. The ground sign area shall not be more than forty-eight (48) square feet and the sign height shall not be more than twelve (12) feet above grade.
- III. Gasoline station may have an additional price sign to display fuel price. The maximum price sign area shall not be more than twelve (12) square feet in area on either side nor shall be more than 15 feet in height.
- IV. Gasoline service station with canopy shall be permitted two (2) gas canopy signs in total. The gas canopy sign or signs shall collectively not exceed twenty (20) square feet in area.
- V. A gas canopy sign shall be a flat sign permanently affixed to the vertical face of the gas canopy and shall not project above or below or from any side of the vertical face of the canopy.
- VI. The gas canopy sign may be illuminated by internal and nonintermittent light sources.

- d. The signs listed in 1.3 (a) – (c) for all uses shall not be located within the Sight Triangle area and the signs shall not be located closer than 10 feet to any side property line.
- e. All other requirements related to ground signs under FMERA Land Use Rules 19:31C-3.9(d) shall still be applicable.

1.4 Additional Design Standards

The following additional design standards will be applicable to the Subject Parcel:

- a. A minimum of a 5-foot-wide sidewalk shall be provided along Pinebrook Road.
- b. A +/- 7.5 -acre publicly accessible open space with adequate parking spaces shall be provided in the southeastern section of the Subject Parcel.
- c. A twelve (12) feet wide access driveway shall be created through the southeast section of the Subject Parcel providing public access to the Eatontown Board of Education's athletic fields.
- d. An existing publicly accessible pedestrian walkway connecting Pinebrook Road to the adjacent Eatontown Board of Education property located to southeast of the Subject Property shall either be upgraded or relocated and maintained within the Subject Property to the existing entry point. Whether relocated or maintained in its existing location, the pedestrian walkway shall be six (6) feet wide. The pedestrian walkway shall be Americans with Disabilities Act (ADA) compliant and adequate lighting, pole lights, bollard lights or similar lighting shall be provided along the walkway.
- e. Up to two (2) entryways from Pinebrook Road to the subdivided parcel or per complex are permitted, subject to approvals by the County and municipality.

1.5 Recommended Green Standards

The following shall apply Fort-wide:

- a. It is strongly encouraged that the proposed residential and non-residential developments provide an appropriate number of "make-ready stations" to create Electrical Vehicle Charging Stations. The connection of these make-ready stations shall be coordinated with the electrical service provider.
- b. Where feasible, low Impact Development and green infrastructures measures, such as permeable paver, bio-retention ponds should be incorporated to the development.
- c. Where feasible, and in line with FMERA's existing land use rules, renewable energy systems, such as solar system should be incorporated as means of augmenting the redeveloper projects.

IV. Relationship to Elements, Objectives and Principles of the *Reuse Plan* and FMERA Directive

a. Relationship to Reuse and Redevelopment Plan and its Elements

In considering the impacts of the Reuse Plan amendment, the following *Reuse Plan* elements were considered: land use and circulation, infrastructure, environmental issues, historic preservation, and community impacts. The relationship between the amendment and these Plan elements are described below.

1. Land Use and Circulation

Total Non-Residential Square Footage Yield

The Howard Commons Parcel: The Reuse Plan contemplates a 12,530 square foot commercial development at the intersection of Hope and Pinebrook Road. This amendment allows up to a maximum of 40,000 square feet of non-residential development. This additional non-residential development will complement the residential build out and provide amenities for the site and the existing surrounding residential developments.

Total Residential Square Footage Yield

A total of 652 residential units was contemplated by the Reuse Plan for the Eatontown Reuse Area as amended, including 275 residential units contemplated for the Howard Commons Area. This amendment continues to allow the total 275 residential units contemplated for the Howard Commons Area, as such the total residential units in the Eatontown Reuse Area will remain 652 units.

Compatibility with Surrounding Land Uses

The uses contemplated in this amendment are compatible with the surrounding land uses. The Conrail-New Jersey Southern Branch Main Line railroad track border the Howard Commons parcel to the north and separates the Subject Property from the remainder of the former Fort properties to the north. On the north side of the railroad tracks is the Suneagles Golf course which is separated from the rail tracks by a large, landscaped buffer. The Suneagles Golf course will consist of sixty new townhomes and a residential building containing fifteen affordable housing units as well as a banquet facility and a restaurant. The golf course will be deed-restricted and remain as a golf course for 40 years. To the south and southwest of Howard Commons are a series of garden apartment projects including Wedgewood Commons, Eaton Crest apartments, and Victoria Plaza. The low – and medium – density residential buildings contemplated in this amendment will be compatible with these existing uses. Additionally, the contemplated uses are complimentary with how this parcel was developed when the Fort was fully functional as this area of the Fort was improved with 486 residential units in 52 Wherry-style housing buildings.

Further, this amendment contemplates retail establishments at the intersection between Hope Road and Pine Brook Road. There are several commercial establishments located to the west on Pine Brook Road and the south along Hope Road. Therefore, retail establishments as contemplated in the amendment would also be compatible with the surrounding land uses. The Gasoline station with convenience store as contemplated under this amendment will also provide a needed service to the surrounding developments. Existing and new residents would have immediate access to fuel, which will not only lessen the total Vehicle Miles Travelled (VMT) but also significantly reduce traffic loads on the surrounding roads. As discussed in footnote four, the Howard Commons parcel offers unique visibility and access to major roadways that make it distinct from other parcels in the site. Hope Road offers convenient access to the Garden State Parkway and Routes 18 and 36 and so this location for a Gasoline station with convenience store would offer motorists traveling north on Hope Road their first opportunity to get gas after exiting the Garden State Parkway, or their last opportunity to get gas before entering the Garden State Parkway.

Circulation

This amendment does not propose any changes to the roadway network system for the Subject Parcel, as such the proposed amendment is consistent with the “Transportation Circulation Improvement Goals” established in the *Reuse Plan*. This amendment also requires a 5-foot-wide sidewalk along Pinebrook Road, ensuring and encouraging walkability around the area as envisioned in the Reuse Plan.

2. Open Space

This amendment contemplates the creation of a +/-7.5-acre publicly accessible open space. The Reuse Plan contemplated a ±5-acre baseball field on the section of the parcel south of Pinebrook Road. If the alternative land use scenarios described in this amendment are pursued a larger +/- 7.5 acres of open space would be created in the same section of the Subject parcel for various public & recreational activities. This open space would complement the surrounding, existing open space owned by the Board of Education. This amendment would also preserve pedestrian access between Pinebrook Road and the adjacent Eatontown Board of Education property and create vehicular access to the Board of Education’s athletic fields via a twelve-foot wide driveway. Furthermore, the amendment also contemplates the preservation and protection of wetlands and environmentally sensitive area which would also create some additional open spaces within the subject parcel.

3. Sustainability

This amendment would not preclude incorporation of any of the sustainability measures outlined in the *Reuse Plan*. The amendment envisions wetland preservation and restoration, protection, and the creation of open space. Further, the amendment also encourages Low Impact Development (LID) green infrastructures measures, renewable energy system and electric vehicle charging stations.

4. Infrastructure

As indicated in the *Reuse Plan*, impacts on the existing gas, electric, water, wastewater, and telephone utilities servicing Fort Monmouth will have to be evaluated at site plan review for a specific project. This assessment is unaffected by the amendment.

5. Traffic

This amendment contemplates 275 residential units which is consistent with the Reuse Plan. It also contemplates up to 40,000 square feet of retail uses. As mentioned earlier, the Reuse Plan Contemplates up to 12,530 square feet of commercial development at the intersection between Hope and Pinebrook Roads. As such, the intersection between Pinebrook Road and Hope Road may experience increased traffic. However, as the residential use contemplated under this amendment is consistent with the Reuse Plan, the peak hour traffic may not be impacted significantly than what has been anticipated in the *Reuse Plan*. A detailed traffic analysis would be prepared as part of any site plan review related to the reuse and/or development of these parcels. Any necessary traffic mitigation would be addressed at that time.

6. Environmental Issues

The Subject Parcel is not located in the CAFRA zone and would not trigger a CAFRA permitting action.

There are, however, freshwater wetlands, a riparian zone, a flood hazard area, and stormwater management measures that must be evaluated as part of future planning at the Subject Parcel and could trigger a permitting requirement with the NJDEP. The amendment contemplates the preservation and protection of wetlands and the Wampum Brook area. Any other environmentally constrained areas within the land area associated with this amendment would be preserved and protected accordingly. Additionally, the proposed development on the parcel will need to incorporate soil erosion & sediment control measures and therefore, would need approval from Freehold Soil Conservation District.

7. Historic Preservation

None of the buildings affected by the proposed amendment are listed in State and National Registers of Historic Places. Likewise, none of the buildings or parcels included in the amendment are subject to FMERA's Historic Preservation Guidelines.

8. Community Impacts and Affordable Housing

The total number of residential units in the Howard Commons area would remain at 275 which is consistent with both the Reuse Plan and the subsequent amendments. The Reuse Plan envisioned the Howard Commons area to be redeveloped with 275 medium-density housing units including affordable housing. However, the amendment would involve a different housing prototype and fewer housing units on the Subject Parcel than is contemplated in the *Reuse Plan*.

The amendment contemplates 220 market-rate low-density housing units in the form of townhouses & single-family detached houses, and at least twenty-two (22) or more will be single-family detached houses. With respect to affordable units, the amendment contemplates fifty-five (55) medium-density units in the form of apartments and stacked flats affordable to low- and moderate-income households, and twenty (20) of the affordable units will be built for the Supportive Housing units. Therefore, the amendment will not have any adverse impact on the total number of affordable housing units as required under the fair share housing requirements.

The change in housing type has some implications in terms of the population and number of schoolchildren anticipated from development. The New Jersey Demographic Multipliers prepared by the Center for Urban Policy Research at Rutgers University (November 2018) and the study conducted by the National Association of Home Builders (February 2017) indicate that the number of school children generated by multifamily units is lower than for single-family detached homes. This amendment contemplates a mix of single-family detached homes, townhomes, and multifamily apartments at Howard Commons whereas the Reuse Plan envisioned all multifamily apartments. Thus, if the alternative land use scenarios described in this amendment are pursued the overall population may increase slightly. However, the amendment continues to afford opportunities for family housing in the Reuse Area and opportunities for mixed-income housing.

Further, the host communities, including Eatontown, rely on taxation for the largest portion of their municipal revenues. The Fort's closure and the resulting loss of the Fort's workforce is expected to result in a larger share of the tax burden falling to existing residential property owners. The potential offered by this amendment to increase tax revenues would lessen the burden on residents.

b. Relationship to Objectives and Principles of the *Reuse Plan*

This amendment would fulfill the objectives and planning principles outlined in the *Reuse Plan*. Those planning objectives articulated in the *Reuse Plan* include the following:

1. Be consistent with State, County, and Municipal planning policies.
This amendment is not inconsistent with State, County, and Municipal planning policies, as set forth in the ensuing chapter.
2. Focus on business retention and attraction, job replacement, and employee training.
This amendment would further support FMERA in its efforts to bring attractive new workforces and businesses that wish to relocate to Fort Monmouth and that have the potential to replace jobs lost when the Fort closed. This amendment will help generate additional construction jobs and the development of retail uses will also involve job creation/retention.
3. Be founded on market and economic analysis.
The alternative development scenario permitted by the amendment will further improve the market condition in the Fort area and aids FMERA to attract a mix of retail, commercial, office, and residential uses to the Eatontown Reuse Area as contemplated in the *Reuse Plan*.
4. Leverage Fort assets (people, infrastructure, location).
This amendment affords FMERA with an opportunity to leverage existing assets within the Eatontown Reuse Area, specifically the development of low- and medium-density housing in a location that is in close proximity to similar housing outside of the former Fort's boundaries. The amendment would not involve the removal of any buildings identified in the *Reuse Plan* as being required for preservation. It is replacing existing outdated housing with modern housing intended to appeal to the current residential marketplace.
5. Be a green community model.
This amendment involves the protection of environmentally sensitive areas including wetlands, and natural habitats and encourages renewable energy system, low impact development and green infrastructure development strategies. Further, the amendment contemplates +/-7.5 acres of open space and recreation in close proximity to 275 new residences.

This amendment further advances a number of key planning principles from which the overall concepts in the *Reuse Plan* were devised:

Principle #1: Decreasing Density West to East & Creating Mixed-Use Live/Work/Leisure Centers.
This amendment contemplates a mix of low- and medium-density housing and retail uses consistent with this principle.

Principle #2: Link centers & increase mobility with connected transit infrastructure serving the region and the Fort.

This amendment does not preclude the potential to create an extensive system of bikeways, pedestrian trails, and sidewalks as envisioned in the *Reuse Plan*. This amendment contemplates a mix of uses in close proximity and connected with pedestrian-friendly infrastructures and sidewalks and will enhance walkability and reduce automobile dependence for short trips.

Principle #3: Enhance auto mobility and redevelopment capacity with targeted roadway infrastructure improvements.

This amendment does not preclude the enhancement of auto mobility and redevelopment capacity with targeted roadway infrastructure improvements as set forth in the *Reuse Plan*.

Principle #4: Combine open space, habitat, and water resources to establish a continuous Blue – Green belt.

This amendment involves the protection of environmentally sensitive areas, including wetlands, watercourses, and habitats. The amendment promotes green infrastructures and other low-impact development strategies that will further improve the natural environment of the Fort area.

Principle #5: Utilize the Blue – Green belt as an armature for enhanced bicycle and pedestrian mobility throughout the Fort.

This amendment would not preclude the development of the bike path or trails envisioned as part of the *Reuse Plan*. The *Reuse Plan* notes that redevelopment of the Fort should provide trails and open areas for use by the public as both a commuting option and an everyday amenity. This amendment provides +/-7.5 acres of publicly accessible open space in close proximity to a mix of residential and commercial uses. The publicly accessible open space could be used for various recreational opportunities and may also include walking trails and other landscaping features. Further, this amendment promotes walkability and requires the construction of sidewalks along Pinebrook Road as well as preserving pedestrian access between Pinebrook road and the Board of Education property.

Principle #6: Remove Fort boundaries & extend existing land uses to reconnect the Fort to the communities.

The *Reuse Plan* notes that creating a seamless land use integration between the community and the Fort is of primary importance. This amendment contemplates low- and medium-density residential units across Pinebrook Road from existing garden apartments. The land uses contemplated in this amendment are complementary with the existing adjacent medium-density residential uses.

Principle #7: Leverage existing Fort Monmouth assets (People, Buildings, Technology, and Infrastructure).

This amendment affords FMERA with an opportunity to leverage existing assets within the Eatontown Reuse Area, specifically the development of low- and medium-density housing in a location that is in close proximity to similar housing outside of the former Fort's boundaries. This amendment would not involve the removal of any buildings identified in

the *Reuse Plan* as being required for preservation. As a result of this amendment, existing outdated housing will be replaced with modern housing which would appeal to the current residential marketplace.

In summary, this amendment is consistent with the *Reuse Plan* elements, objectives and planning principles.

c. Relationship to FMERA Directive

To implement the *Fort Monmouth Reuse and Redevelopment Plan*, the New Jersey State legislature empowered the Fort Monmouth Economic Revitalization Authority (FMERA) to adopt any modifications or amendments to the *Reuse Plan* and adopt development and design guidelines and land use regulations to implement the plan. Pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-19 et. seq.), FMERA's purpose is the following:

to oversee, administer, and implement the [Reuse Plan] as provided in this act, in a manner that will promote, develop, encourage, and maintain employment, commerce, economic development, and the public welfare; to conserve the natural resources of the State; to provide housing, including housing to address identified needs related to homelessness; and to advance the general prosperity and economic welfare of the people in the host municipalities, the county, and the entire State by cooperating and acting in conjunction with other organizations, public and private, to promote and advance the economic use of the facilities located at Fort Monmouth.

The *Reuse Plan* amendment would help advance both FMERA's stated purpose and the public welfare, by eliminating blight and permitting a land use that is important for building sustainable and resilient communities.

d. Relationship to FMERA's Land Use Rules

This amendment creates alternative development scenario and creates an overlay zone superseding some provisions of FMERA's Land Use Rules. In all situations where zoning issues and bulk standards are not specifically addressed herein, the FMERA's Land Use Rules, however, shall remain in effect.

V. Relationship to State, County and Municipal Planning Objectives

a. State Development and Redevelopment Plan (SDRP)

On March 1, 2001, the State Planning Commission readopted the State Development and Redevelopment Plan (SDRP). In the SDRP, the Eatontown Reuse Area is classified as Planning Area 1, Metropolitan Planning Area (PA-1). The SDRP defines Metropolitan Planning Areas as areas that "provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing

stable communities.” The amendment is well-reconciled with the guiding policies and policy objectives of the adopted SDRP for the Planning Area 1, Metropolitan Planning Area.

Consistent with the goals for the PA-1, the amendment promotes the type of redevelopment needed to transform the Eatontown Reuse Area, currently largely unused and unproductive, into a vibrant, mixed-use community with compact development that will ensure efficient utilization of scarce land resources while also carefully protecting the character of surrounding communities. Also, in accordance with the objectives for PA-1, the amendment allows for redevelopment in a location well served by existing transportation networks which is consistent with the plans for the Eatontown Reuse Area.

b. New Jersey Energy Master Plan (EMP)

The New Jersey Energy Master Plan unveiled in January 2020, sets forth a strategic vision for the production, distribution, consumption, and conservation of energy in the State of New Jersey and outlines seven key strategies and includes an implementation plan to achieve 100 percent clean energy goals by 2050. The strategies include, 1) Reducing Energy Consumption and Emissions from the Transportation Sector, including encouraging electric vehicle adoption, electrifying transportation systems; 2) Accelerating Deployment of Renewable Energy and Distributed Energy Resources by developing offshore wind, community solar, a successor solar incentive program, solar thermal, and energy storage; 3) Maximizing Energy Efficiency and Conservation, and Reducing Peak Demand, including enacting 0.75 percent and 2 percent utility energy efficiency standards for natural gas and electricity, respectively, improving energy efficiency programs in New Jersey; 4) Reducing Energy Consumption and Emissions from the Building Sector, through decarbonization and electrification of new and existing buildings, including the expansion of statewide net zero carbon homes incentive programs, the development of EV-ready and Demand Response-ready building code; 5) Supporting Community Energy Planning and Action in Underserved Communities; and Expand the Clean Energy Innovation Economy beyond New Jersey’s existing 52,000 clean energy jobs by investing in developing clean energy knowledge, services, and products. Along the same line, in July 2021, State amended the New Jersey Municipal Land Use Rules requiring electric vehicle charging stations in most of new development projects in New Jersey. Though this amendment will not be applicable to the Fort redevelopment projects, this amendment duly acknowledges the intent of this legislation and encourages use of electrical vehicle and renewable energy system in the Howard Commons Reuse area. As such the amendment is consistent with State’s EMP.

c. Monmouth County Open Space Plan

The Monmouth County Open Space Plan, adopted by the Monmouth County Planning Board in August 2006 as an element of the Monmouth County Growth Management Guide, specifically advocates the acquisition of a portion of the Fort Monmouth property as a new County park site. To fulfill this acquisition, Monmouth County filed a Notice of Interest for park and recreation lands within Fort Monmouth. The County subsequently filed an application to the National Park Service’s Federal Lands to Park Program for a Public Benefit Conveyance, which was endorsed by the three host municipalities of Eatontown, Oceanport and Tinton Falls. This amendment is not inconsistent with the County’s goals for open space in the Eatontown Reuse Area.

d. Eatontown Master Plan

Although the Reuse Plan and FMERA's land-use rules supersede the municipal master plan, a review of the Eatontown Master Plan is included here for informational purposes. The Borough of Eatontown adopted its most recent Master Plan on July 23, 2007. The Master Plan incorporated the results and recommendations of planning studies that the Borough completed on the reuse of Fort Monmouth. The Master plan recommends that the Howard Commons Area of Fort Monmouth should be redeveloped and reused in accordance with the recommendations of the Howard Commons Reuse Study prepared in February 2003 by Kise, Kolodner, and Straw. The Reuse Study recommended two-phase development of the Howard Commons area for up to 264 residential units including 57 age-restricted homes. This amendment contemplates the development of 275 residential units including 55 affordable housing units. Therefore, with respect to the housing development, the amendment is not inconsistent with the Eatontown Master plan's proposal for this area of the Fort.

e. Eatontown Complete Streets Policy

The Borough of Eatontown adopted Complete Streets Policy in August 2014. Some of the key goals of the include creating a comprehensive, integrated, connected multi-modal network by facilitating connections to bicycling and walking trip generators such as employment, education, residential, recreational and public facilities, as well as retail and transit centers and providing safe and accessible accommodations for existing and future pedestrian, bicycle and transit facilities. This amendment encourages walkability and aims in reducing of auto traffic for short trips. This amendment requires sidewalks on Pinebrook Road to facilitate walking and to ensure pedestrian safety. Therefore, this amendment is consistent with Eatontown's Complete Streets policy.

f. Eatontown Zoning

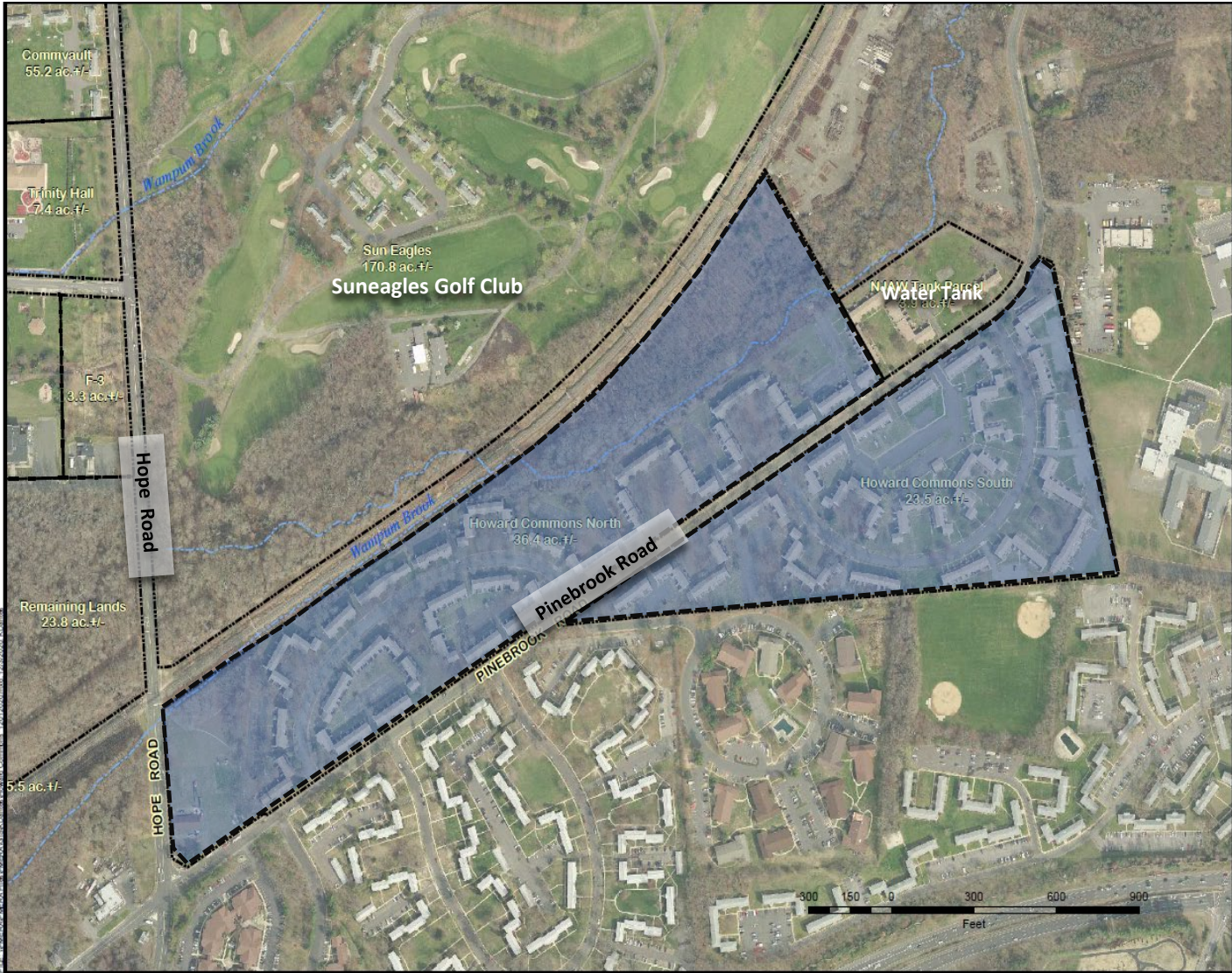
Although the development of the former Fort properties in Eatontown is governed by the Land Use Rules and design guidelines adopted by FMERA, as a point of information, the study area lies within the P-1 Public Land Zone under the Borough's current zone plan. Permitted uses in the P-1 zone "shall be those deemed appropriate by the Borough Council to include but not be limited to parks, playfields, playgrounds, recreation, administrative or utility buildings and installations, libraries, historical buildings, or other cultural or community centers, or other similar public uses, or deemed appropriate by the local or regional school district board to include public school or private school educational and administrative buildings and related uses and buildings." As such, this amendment is not inconsistent with the underlying permitted uses in the P-1 zone.

VI. Conclusion

This subject amendment, referred to as Amendment #19 to the Fort Monmouth Reuse and Redevelopment Plan, maintains the land use concepts and plans articulated in the Reuse Plan. However, this amendment permits alternative development scenarios for the Eatontown Reuse Area. This amendment is consistent with the objectives and principles in the Reuse Plan, as well as State, County, and Municipal planning objectives. Furthermore, this amendment advances public welfare particularly

with regard to providing a variety of housing options, including affordable housing. Lastly, the amendment provides the desired flexibility for FMERA to effectively market the Fort properties and attract redevelopment opportunities in the Eatontown Reuse Area, thereby enabling it to fulfill its statutory mandate to advance the general prosperity and welfare of the people most impacted by the Fort's closure.

Exhibit – A



Legend







 Subject Parcel

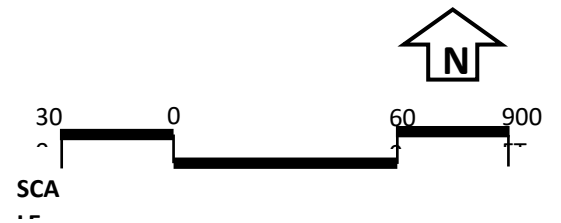
Exhibit B - Land Use Map



Land Use Map

Legend

-  Low Density Residential
-  Medium Density Residential
-  Water Storage Tank Use
-  Commercial /Retail
-  Open space and Recreational Use
-  Subject Parcel



RESOLUTION 157-2022

**BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH**

RESOLUTION APPROVING AMENDMENT NO. 19 TO THE FORT MONMOUTH ECONOMIC REVITALIZATION REUSE AND REDEVELOPMENT PLAN

WHEREAS, the Fort Monmouth Economic Revitalization Authority (“FMERA”) is considering amending the Fort Monmouth Reuse and Redevelopment Plan (“Reuse Plan”) a nineteenth time in connection with the property known as the Howard Commons Parcel order to allow for the construction of 275 housing units with a twenty percent set aside for affordable housing units in addition to a commercial development up to 40,000 square feet for such uses as a gas station, restaurant, office convenience and grocery stores fronting on Hope Road and/or Pinebrook Road with the resultant demolition of all the buildings in the Howard Commons area; and

WHEREAS, Amendment No. 19 was submitted to and reviewed by the Borough Planning Board at its June 20, 2022 meeting and the Borough Planning Board had no comment to the Amendment; and

WHEREAS, the Borough Engineer/Planning Board Engineer authored a letter to the Planning Board dated June 20, 2022 which noted in part that the goal of the Plan Amendment is to promote sustainable economic development for the Fort Monmouth Area; recommends new Green Standards encouraging Electric Vehicle Charging Stations, low impact development measures and renewable energy systems; it is compatible with surrounding land uses and requires 5-foot wide sidewalks along Pinebrook Road to encourage walkability around the area; and it is consistent with the County’s goals for open space in the Eatontown Reuse area.

WHEREAS, the Borough Engineer specifically noted that stormwater management will be important for this area which has significant flooding challenges and any site plans for this project will need to incorporate specific improvements to help mitigate flooding challenges and improve infrastructure accordingly.

WHEREAS, the Borough Council reviewed the Amendment No. 19 and believes that is in the best interest of the Borough to support the Amendment because it will result in the redevelopment and reuse of the Howard Commons Parcel, assist the Borough in meeting its Third Round affordable housing obligation and create another recreational property for the Borough; and

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Eatontown, County of Monmouth, State of New Jersey that the Borough of Eatontown does hereby recommend and approve Amendment No. 19 to the Fort Monmouth Reuse and Redevelopment Plan subject to the recommendations of the Borough Engineer as set forth in his letter to the Planning Board dated June 20, 2022 and the Borough Clerk is hereby directed to include a copy of the Borough Engineer’s letter with this Resolution.

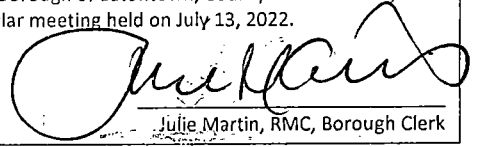
BE IT FURTHER RESOLVED, a copy of this Resolution shall be provided to:

1. Kara Kopach, Executive Director, Fort Monmouth Economic Revitalization Authority
2. Robert Calabro, Regional Director of Land, U.S. Home Corporation, d/b/a Lennar

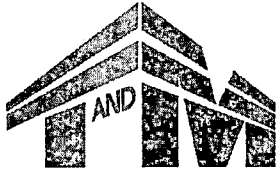
	MOTION	SECONDED	AYE	NAY	ABSTAIN	ABSENT
Council President Gonzalez	X		X			
Councilmember Regan, Jr.			X			
Councilmember Escalante		X	X			
Councilmember Jones			X			
Councilmember Gindi			X			
Councilmember Lucas			X			
Mayor Talerico						

CERTIFICATION

I, Julie Martin, Borough Clerk of the Borough of Eatontown do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at a regular meeting held on July 13, 2022.



Julie Martin, RMC, Borough Clerk



| YOUR GOALS. OUR MISSION.

ETWN-G2201

June 20, 2022

Via Email (wlucia@eatontownnj.com)

Colleen Matthews
Planning Board Secretary
Borough of Eatontown
47 Broad Street
Eatontown, NJ 07724-1698

**Re: Fort Monmouth - Plan Amendment #19
Permitting Alternative Development Scenario in Eatontown**

Dear Mrs. Matthews:

We are writing to provide you and the Planning Board with comments on the Draft FMERA Amendment #19, dated June 7, 2022.

Amendment #19 proposes an alternative development plan for the parcel known as the Howard Commons Parcel. The Howard Commons Parcel consists of Howard Commons North, and Howard Commons South. This is the fourth amendment to the Reuse Plan for the Eatontown Reuse area.

The Howard Commons Parcel is located along Hope and Pinebrook Roads within the Charles Wood portion of Fort Monmouth which was originally 64 acres of land area. Howard Commons North and South have an approximate area of 36 and 24 acres respectively. They combine to form the Howard Commons Parcel, or identified as the Subject Parcel, which has an area of approximately 60 acres. Amendment #17 permitted an alternative development scenario for +/-4 Acre parcel of the original Howard Commons Parcel. The proposed amendment creates an alternative development scenario for the remaining 60 acres. The Subject Property currently contains 48 abandoned buildings (2600, 2603, 3001- 3033, and 3038-3052) which are comprised of housing stock and one storage building.

The amendment proposes a continuation to permit the construction of 275 housing units inclusive of 55 affordable housing units along Pinebrook Road with allowing a commercial and retail facility of up to 40,000 square feet, an increase from the previously established 12,530 square feet convenience retail facility envisioned at the intersection of Hope/Pinebrook Road. Within the Howard Commons area and fronting on Hope/Pinebrook Road, a facility of this scale could include a gasoline station, restaurant, office, convenience and grocery store. These establishments are subject to change. This amendment does not purport to delete any provisions of the Reuse Plan, but rather supplements the plan by proposing alternative development scenarios.

The primary goal for the proposed amendment is to further promote sustainable economic development of the Fort Monmouth area. Building a resilient community is a major step in reaching this goal and providing uses such as the commercial and retail facility will accommodate the Fort Monmouth community in hopes of gaining such economic development.

Bulk and Density Regulations, along with Signage standards, have been updated for both residential and non-residential uses. Additional Design Standards have been incorporated into this amendment promoting better site access and walkability to and throughout the sites. In accordance with recent NJDEP and NJAC updates, the amendment recommends new Green Standards encouraging Electric Vehicle Charging Stations, low impact development measures, and renewable energy systems.



Re: Fort Monmouth – Plan Amendment #19
Permitting Alternative Development Scenario in Eatontown

The proposed amendment will be compatible with the surrounding land uses. The Conrail-New Jersey Southern Branch Main Line railroad track borders the Howard Commons Parcel to the north. The railroad separates the remainder of the old Fort properties in the North from the Subject Property. The low/medium density residential uses mentioned in this amendment will be compatible with the existing residential uses as there are a series of garden apartment projects to the south of Howard Commons. Commercial and retail facilities mentioned in the proposed amendment will also be compatible with the existing land uses. Existing commercial establishments located to the west on Pine Brook Road and south on Hope Road make the proposed grocery stores and restaurants very compatible, while there is also a growing need for accessible gasoline. A gasoline station will not only give new and existing residents immediate access to fuel, but it will also reduce the total vehicle miles traveled and traffic loads on the surrounding roads.

With these improvements to Fort Monmouth the overall infrastructure will be impacted, including the existing gas, water, wastewater, and telephone utilities which will all have to be evaluated at site plan reviews for a specific project. This amendment does not propose any change to the network of roadways within the Subject Parcel and it requires 5-foot-wide sidewalks along Pinebrook Road to encourage walkability around the area.

The proposed amendment is consistent with the County's goals for open space in the Eatontown Reuse area. If the alternative land use scenarios described in this amendment are pursued, then 7.5 acres of open space would be created in the same section of the Subject Parcel for various public and recreational activities. Since the amendment also contemplates preservation/protection of wetlands and environmentally sensitive areas, it would create some open space within the Subject Parcel.

Specific consideration regarding stormwater management will be important for this Amendment, as this area has had flooding challenges for a number of years. Any site plans for this area will need to incorporate specific improvements to help mitigate these challenges and improve infrastructure accordingly.

Very truly yours,

T&M ASSOCIATES

EDWARD W. HERRMAN, P.E., P.P., C.M.E., C.F.M.
EATONTOWN BOROUGH ENGINEER

EWH:KJO:MJO

cc: Anthony Talerico, Borough Mayor
William P. Lucia, III, Borough Administrator
Julie Martin, Borough Clerk
Corinne DiCorcia, Borough Deputy Clerk
Andy Bayer, Esq., Borough Attorney
Kathy Muscillo, Administrative Officer



Borough of
Tinton Falls
New Jersey

Borough Council

MUNICIPAL CENTER
556 TINTON AVENUE
TINTON FALLS, NJ 07724-3298
PHONE #: 732-542-3400 EXT. 221
FAX #: 732-542-2075

July 6, 2022

Ms. Kara Kopach
Executive Director
Fort Monmouth Economic Revitalization Authority
P.O. Box 267
Oceanport, NJ 07757

RE: Plan Amendment #19 Permitting Alternative Development Scenario in Eatontown

Dear Ms. Kopach:

The Borough Council of the Borough of Tinton Falls has received the Draft Proposed Plan Amendment #19. Based on the review of the document by the governing body and its professionals, I offer the following comments for consideration by FMERA:

1. The original FMERA Reuse Plan contemplated that the commercial portion of this parcel would consist of a 12,530 square foot convenience retail facility. The plan amendment proposes to substantially increase the allowed commercial/retail facility to 40,000 square feet. Proposed uses may include, but not be limited to, a gasoline station, restaurant, office, convenience store, or grocery store. The Borough is concerned that allowing a commercial facility more than three times what was previously approved may increase traffic and have a negative impact on the surrounding roads and intersections. Page 10 of the proposed plan amendment states that "The intersection between Pinebrook Road and Hope Road may experience increased traffic." Any proposed revisions to the plan must account for traffic impacts to not only Eatontown, but also Tinton Falls.
2. The proposed plan amendment would increase the permitted floor area ratio from 0.20 to 0.25 and the permitted lot coverage from 60% to 75%. The Borough's preference is to maintain the original limitations in order to provide additional green space and limit the amount of impervious surfaces on the property.

3. On Page 5, footnote #3 states that "The facility shall contain any kind of vehicle repair or maintenance services, tire sales or services, vehicle rental services..." We believe this is a typo and the sentence should be revised to state "The facility shall not contain..."

Please do not hesitate to contact me if I can be of any further assistance.

Sincerely,



Tracy A. Buckley
Council President

cc: Regina McGrade, FMERA (via email)

Resolution Regarding
Memorandum of Understanding and Grant Agreement between the Fort Monmouth Economic Revitalization and the Two Rivers Water Reclamation Authority

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”). Monies in the CSFRF are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State of New Jersey (“State”) who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding (“MOU”) dated as of July 22, 2021, with New Jersey Department of Community Affairs (“DCA MOU”), as Grants Manager for the State CSFRF funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c. 133, as may be amended from time to time, FMERA received a line-item appropriation of \$10,500,000 of CSFRF funds entitled “Fort Monmouth Water and Sewer,” (“Appropriated Funds”). Following the Board’s October 2021 approval, FMERA and the DCA entered into a MOU dated as of November 15, 2021, distributing to FMERA the Appropriated Funds for planning, survey, design, engineering, construction/installation and replacement of the former Army owned sewer system on the former Fort Monmouth military base, and planning, survey, design, engineering and construction/installation of water mains to replace the Army owned water system and connect development to other newly replaced water mains on the former the Fort; and

WHEREAS, Gravity Sanitary Lines located in Eatontown and within the Eatontown Sewage Authority (“ESA”) service area fronting on Wilson and Nicodemus Avenues currently drains into a TRWRA meter located in Oceanport. These Gravity Sanitary Gravity lines, which service the Eatontown Parks, the Monmouth County Department of Public Works and Tech Campus B sites, are a holdover of the old Fort system. FMERA, TRWRA and ESA intend to work together to replace Local Sewer Systems in the Boroughs of Oceanport and Eatontown sections of the former Fort in order to prepare the areas for redevelopment and reuse; and

WHEREAS, to further the intention of working together to replace the Local Sewer System, FMERA and TRWRA are proposing to enter into this MOU for design and engineering work to be prepared by Colliers Engineering & Design, for replacement Gravity Sanitary Sewer Lines to untangle the commingled system to ensure that future Eatontown sewer mains flow into the ESA controlled mains (the “Project” or “Design and Engineering Work”). The Design and Engineering Work will be used by either ESA or FMERA to enter into a contract for the construction and installation work at a later date; and

WHEREAS, FMERA shall pay the costs of the Project in an amount not to exceed Eight Thousand Four Hundred and Eighty (\$8,480.00) Dollars (“Project Costs”), which shall include but not be limited to consulting fees, design fees, permit costs, and all design and engineering costs associated with or arising from the Project. The Parties understand and agree that FMERA may utilize federal funding available under the American Rescue Plan Act of 2021 (“Federal Funds”) to pay for the Project Costs. In that case the Parties will enter into a separate Agreement governing the requirements for receipt of the funds; and

WHEREAS, TRWRA will use the Project Costs remitted by FMERA to TRWRA to pay the costs of contractors and consultants hired to complete the Design and Engineering Work. TRWRA shall not be required to utilize any of its own funds to pay costs or expenses of the Design and Engineering Work. The Project Costs shall be kept in escrow and utilized as necessary to complete the Design and Engineering Work. TRWRA is not entitled to any fee or charge for its role in awarding, overseeing and administering the Design and Engineering Contract. TRWRA will return to FMERA upon completion of the Project any amount of the Project Costs that is not expended for the Project; and

WHEREAS, TRWRA agrees to cooperate and coordinate with FMERA and ESA for inquiries related to the scope of service for the future public bid for construction and installation of the replacement Gravity Sanitary Sewer Lines; and

WHEREAS, contemporaneously with the MOU, FMERA is entering into a Grant Agreement with TRWRA, in order to permit FMERA to disburse \$8,480.00 ("Grant Funds") from the Appropriated Funds to TRWRA for the Project Costs. TRWRA may propose to amend the Project Costs by providing written notice of the proposed amendments to FMERA, which shall be submit to FMERA's approval; and

WHEREAS, TRWRA shall hold the Grant Funds in escrow and shall use Grant Funds solely as necessary for Project Costs to construct and install the Project, including but not limited to ancillary design costs, engineering services, costs to prepare plans and specifications for bidding and permit fees. Upon execution of the Grant Agreement and commencement of the Project, and until Project completion, TRWRA agrees to submit to FMERA monthly financial reports. The monthly reports should be sufficiently detailed to allow FMERA's staff to review; and

WHEREAS, in addition, staff requests the Board grant 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 MOU and Grant Agreement between FMERA and TRWRA are in substantially final form. The final terms of the MOU and Grant Agreement 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 Audit Committee has reviewed the request and recommends it to the Board for approval.

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the Memorandum of Understanding and Grant Agreement between the Two Rivers Water Reclamation Authority and FMERA for the funding and design and survey for the Replacement Gravity Sanitary Sewer Lines to provide modification to the existing sewer system for portions of the former Fort Monmouth US Army military post located within the Borough of Eatontown and delegated authority to FMERA's Executive Director to increase Project Costs for an amount not to exceed 10% of the Project Costs.

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: September 21, 2022

EXHIBIT 4

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

RE: Memorandum of Understanding and Grant Agreement between FMERA and the Two Rivers Water Reclamation Authority.

DATE: September 21, 2022

Request

I am requesting that the Board approve a Memorandum of Understanding (“MOU”) and Grant Agreement (“Agreement”) between FMERA and the Two Rivers Water Reclamation Authority (“TRWRA”) (the “Parties”) for the funding and design (including preparation of all applications and associated, prerequisite environmental, engineering services), and survey for the Replacement Gravity Sanitary Sewer Lines (Eatontown Parks, the Monmouth County Department of Public Works and Tech Campus B sites) to provide modification to the existing sewer system for portions of the former Fort Monmouth US Army military post located within the Borough of Eatontown (the “Project”), and delegated authority to FMERA’s Executive Director to increase Project Costs for an amount not to exceed 10% of the Project Costs.

Background

On March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”). Monies in the CSFRF are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State of New Jersey (“State”) who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure.

The State Treasurer has entered into a MOU dated as of July 22, 2021, with New Jersey Department of Community Affairs (“DCA MOU”), as Grants Manager for the State CSFRF funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly.

Pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c. 133, as may be amended from time to time, FMERA received a line-item appropriation of \$10,500,000 of CSFRF funds entitled “Fort Monmouth Water and Sewer,” (“Appropriated Funds”). Following the Board’s October 2021 approval, FMERA and the DCA entered into a MOU dated as of November 15, 2021, distributing to FMERA the Appropriated Funds for planning, survey, design, engineering, construction/installation and replacement of the former Army owned sewer system on the former Fort Monmouth military base, and planning, survey, design, engineering and construction/installation of water mains to replace the Army owned water system and connect development to other newly replaced water mains on the former the Fort.

Design & Engineering Memorandum of Understanding with TRWRA

Gravity Sanitary Lines located in Eatontown and within the Eatontown Sewage Authority (“ESA”) service area fronting on Wilson and Nicodemus Avenues currently drains into a TRWRA meter located in Oceanport. These Gravity Sanitary Gravity lines, which service the Eatontown Parks, the Monmouth County Department of Public Works and Tech Campus B sites, are a holdover of the old Fort system. FMERA, TRWRA and ESA intend to work together to replace Local Sewer Systems in the Boroughs of Oceanport and Eatontown sections of the former Fort in order to prepare the areas for redevelopment and reuse.

To further the intention of working together to replace the Local Sewer System, FMERA and TRWRA are proposing to enter into this MOU, attached as **Exhibit A**, for design and engineering work to be prepared by Colliers Engineering & Design, for replacement Gravity Sanitary Sewer Lines to untangle the commingled system to ensure that future Eatontown sewer mains flow into the ESA controlled mains (the “Project” or “Design and Engineering Work”). The Design and Engineering Work will be used by either ESA or FMERA to enter into a contract for the construction and installation work at a later date.

FMERA shall pay the costs of the Project in an amount not to exceed Eight Thousand Four Hundred and Eighty (\$8,480.00) Dollars (“Project Costs”), which shall include but not be limited to consulting fees, design fees, permit costs, and all design and engineering costs associated with or arising from the Project. The Parties understand and agree that FMERA may utilize federal funding available under the American Rescue Plan Act of 2021 (“Federal Funds”) to pay for the Project Costs. In that case the Parties will enter into a separate Agreement governing the requirements for receipt of the funds.

TRWRA will use the Project Costs remitted by FMERA to TRWRA to pay the costs of contractors and consultants hired to complete the Design and Engineering Work. TRWRA shall not be required to utilize any of its own funds to pay costs or expenses of the Design and Engineering Work. The Project Costs shall be kept in escrow and utilized as necessary to complete the Design and Engineering Work. TRWRA is not entitled to any fee or charge for its role in awarding, overseeing and administering the Design and Engineering Contract. TRWRA will return to FMERA upon completion of the Project any amount of the Project Costs that is not expended for the Project.

TRWRA agrees to cooperate and coordinate with FMERA and ESA for inquiries related to the scope of service for the future public bid for construction and installation of the replacement Gravity Sanitary Sewer Lines.

Grant Agreement with TRWRA

Contemporaneously with the MOU, FMERA is entering into a Grant Agreement with TRWRA, attached as **Exhibit B**, in order to permit FMERA to disburse \$8,480.00 (“Grant Funds”) from the Appropriated Funds to TRWRA for the Project Costs. TRWRA may propose to amend the Project Costs by providing written notice of the proposed amendments to FMERA, which shall be submit to FMERA’s approval.

TRWRA shall hold the Grant Funds in escrow and shall use Grant Funds solely as necessary for Project Costs to construct and install the Project, including but not limited to ancillary design costs, engineering services, costs to prepare plans and specifications for bidding and permit fees. Upon execution of the Grant Agreement and commencement of the Project, and until Project completion, TRWRA agrees to submit to FMERA monthly financial reports. The monthly reports should be sufficiently detailed to allow FMERA’s staff to review.

In addition, staff requests the Board grant the Executive Director delegated authority to increase the Project Costs by an amount not to exceed 10% for unforeseen site conditions or material costs.

The attached MOU and Grant Agreement between FMERA and TRWRA are in substantially final form. The final terms of the MOU and Grant Agreement 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 Audit Committee has reviewed the request and recommends it to the Board for approval.

Recommendation

In summary, I am requesting that the Board approve the MOU and Grant Agreement between the Two Rivers Water Reclamation Authority and FMERA for the funding and design and survey for the Replacement Gravity Sanitary Sewer Lines to provide modification to the existing sewer system for portions of the former Fort Monmouth US Army military post located within the Borough of Eatontown and delegated authority to FMERA's Executive Director to increase Project Costs for an amount not to exceed 10% of the Project Costs.

Kara Kopach

Kara Kopach

Attachments: FMERA & TRWRA Grant Agreement

Prepared by: Regina McGrade

**GRANT AGREEMENT BETWEEN THE
FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY
AND
TWO RIVERS WATER RECLAMATION AUTHORITY**

This Agreement (“Agreement”) made as of the ____ day of September, 2022, by and between the Fort Monmouth Economic Revitalization Authority (“FMERA” or “Grantor”) and Two Rivers Water Reclamation Authority (“TRWRA” or “Grantee”), together (the “Parties”), confirms the mutual understandings and intentions of the Parties hereto as to the following:

WHEREAS, on March 11, 2021, the President signed the “American Rescue Plan Act of 2021” P.L. 117-2 (the “ARP Act”) into law; and

WHEREAS, as part of the ARP Act, Congress at subtitle M of the ARP Act, amended Title VI of the Social Security Act (42 U.S.C. 801 et seq.) by adding Sections 602 and 603 to create the “Coronavirus State Fiscal Recovery Fund” (“CSFRF”); and

WHEREAS, monies in the CSFRF are to be used, generally: (a) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State of New Jersey (“State”) who are performing such essential work, or by providing grants to eligible workers who perform essential work; (c) for the provision of government services to the extent of the reduction in revenue of the State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency; or (d) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, FMERA and TRWRA are contemporaneously entering into a Memorandum of Understanding (“MOU”), attached as **Exhibit A**, to reflect the mutual understanding of the Parties that TRWRA is to design and engineer Replacement Gravity Sanitary Sewer Lines serving the Eatontown section of the former Fort Monmouth US Army military base, as more fully described in the MOU (“Project”); and

WHEREAS, the State Treasurer has entered into a Memorandum of Understanding (“DCA MOU”) dated as of July 22, 2021, with the New Jersey Department of Community Affairs (“DCA”), as Grants Manager for the State CSFRF funds, to provide those grant management functions and processes for the State that are necessary to administer and manage and disburse funds accordingly; and

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c. 133, as may be amended from time to time, FMERA received a line item appropriation of \$10,500,000 of CSFRF funds entitled “Fort Monmouth Water and Sewer,” (“Appropriated Funds”); and

WHEREAS, FMERA and the DCA entered into a Memorandum of Understanding dated as of November 15, 2021, distributing to FMERA the Appropriated Funds for planning, survey, design, engineering, construction/installation and replacement of the former Army owned sewer system on the former Fort Monmouth military base, and planning, survey, design, engineering and construction/installation of water mains to replace the Army owned water system and connect development to other newly replaced water mains on the former Fort Monmouth military base; and

WHEREAS, the implementation of the Project shall be undertaken in compliance with Federal, State and local laws and regulations as well as the requirements of the Project, itself, The Governor’s Executive Order Number 166 (July 2020) (“E.O. 166”), and the 31 CFR Part 35 U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds – Final Rule, and Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR Part 200”); and

WHEREAS, it is in the Parties' mutual interests, as well as in the public interest, to have the Parties respective responsibilities memorialized in a written agreement.

NOW, THEREFORE, FMERA and TRWRA do hereby agree as follows:

1. FMERA shall disburse \$8,480.00 ("Grant Funds") from the Appropriated Funds to TRWRA for the costs of the Project incurred as set forth in Phase 1.0 in **Exhibit B** hereto ("Project Costs"). TRWRA may propose to amend **Exhibit B** by providing written notice of the proposed amendments to FMERA, and FMERA shall advise TRWRA in writing as to whether **Exhibit B**, as updated, is approved.
2. TRWRA shall hold the Grant Funds in escrow, an interest bearing account and shall use Grant Funds solely as necessary for Project Costs to design and engineer the project, including but not limited to design and engineering costs, costs to prepare plans and specifications for bidding. Upon execution of this Agreement, and until Project completion, TRWRA agrees to submit interim financial reports as requested by FMERA so FMERA's staff can perform a reasonable review:
 - a. A full accounting of all expenditures that were funded from the Appropriated Funds. This will include a description of all expenditures made and their associated costs. Proof of payment, such as a vendor receipt, will also be submitted.
 - b. Bank statements for the separate account in which TRWRA deposits the Appropriated Funds.
 - c. Such additional information as FMERA may reasonably request.
3. Any and all payments of Grant Funds to be made by FMERA under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the New Jersey Legislature (the "State Legislature") for such purposes. The State Legislature has no obligation to make or maintain appropriations for such purposes. Furthermore, any and all payments of Grant Funds to be made by FMERA are also subject to the availability of such funds. FMERA shall have no obligation to make any payment of Grant Funds due to the failure of the State Legislature to make such appropriations or due to the unavailability of such funds during the Fiscal Year.
4. A failure of the State Legislature to appropriate such funds for FMERA to disburse Grant Funds in the Appropriations Act for the Fiscal Year (including without limitation, the reduction or cancellation of an appropriation pursuant to an amendment to the Appropriations Act for the Fiscal Year) in an amount sufficient to pay the Grant Funds (an "Event of Non-Appropriation") will not constitute a default under this Agreement. The unavailability of such funds for FMERA to make a payment of Grant Funds during the Fiscal Year (an "Event of Unavailability of Funds") will not constitute a default under this Agreement. FMERA will not be liable in any manner upon an Event of Non-Appropriation or upon an Event of Unavailability of Funds.
5. TRWRA agrees that all funds not expended in accordance with this Agreement will be returned to FMERA before December 31, 2026 ("Expenditure Deadline") provided that (i) expended funds include funds that are needed to pay expenditures listed in **Exhibit B** that are incurred by December 31, 2024 ("Incurred Deadline"), but for which payments are made after that date; (ii) TRWRA provides FMERA, by the Incurred Deadline, a copy of all contracts and purchase orders for the remaining work to be done and (iii) TRWRA will provide FMERA with invoices and proof of payment for all expended funds once payment is complete.
6. Any documentation and material that TRWRA provides to FMERA pursuant to this Agreement shall be provided via email to Jennifer Lepore at jlepore@njeda.com.

If to TRWRA: Two Rivers Water Reclamation Authority
One Highland Avenue
Monmouth Beach, New Jersey 07750
Attention: Michael A. Gianforte, Executive Director

If to FMERA: Fort Monmouth Economic Revitalization Authority
502 Brewer Avenue
P.O. Box 267
Oceanport, New Jersey 07757
Attention: Kara Kopach, Executive Director

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

If TRWRA materially fails to comply with this Agreement or any applicable State or Federal statute or regulation, FMERA may take one or more of the following actions, as appropriate in the circumstances:

 1. Disallow all or part of the cost of the activity or action not in compliance.
 2. Wholly or partly suspend or terminate the current disbursement for the Project.
 3. Withhold further disbursements for the Project,
 4. Request the balance of Grant Funds to be returned and/or seek reimbursement for Grant Funds expended that were not in compliance with the terms and conditions of this Agreement.
 5. Take other remedies that may be legally available.
9. This Agreement is supplemented by **Exhibit C & D** which are attached hereto and incorporated herein.
10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
11. The Grantee shall require that any contract for construction, reconstruction, demolition, alteration, custom fabrication or repair work, or maintenance work required pursuant to this Agreement performed on property owned or controlled by the Grantor or paid for in part or whole by Grantor must provide that each worker employed on the project shall be paid not less than the prevailing wage rate for worker's craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.25.
12. The rights and remedies of the TRWRA under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the provisions of which are hereby incorporated herein.
13. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same Agreement.
14. There are no third-party beneficiaries of this Agreement.
15. This Agreement may be modified or extended only by written agreement by the Parties.

IN WITNESS WHEREOF, FMERA and TRWRA have executed this Agreement:

ATTEST

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

By: _____
Kara Kopach
Executive Director

Dated: _____

Dated: _____

ATTEST

TWO RIVERS WATER RECLAMATION
AUTHORITY

By: _____
Michael A. Gianforte
Executive Director

Dated: _____

Dated: _____

Exhibit A

**MEMORANDUM OF UNDERSTANDING
Concerning the Design and Engineering of Replacement Gravity Sanitary Sewer Lines
Servicing the Eatontown Section of the Fort Monmouth US Army Military Post**

MEMORANDUM OF UNDERSTANDING
Concerning the Design and Engineering of a Replacement Gravity Sanitary Sewer Line
Servicing the Eatontown Section of the Fort Monmouth US Army Military Post

This Memorandum of Understanding ("MOU") dated the ____ day of September, 2022, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Two Rivers Water Reclamation Authority ("TRWRA") forming an interagency agreement for the funding and design (including preparation of all applications and associated, prerequisite environmental, engineering services), and survey for the Replacement Gravity Sanitary Sewer Lines (Eatontown Parks, the Monmouth County Department of Public Works and Tech Campus B sites) to provide modification to the existing sewer system for portions of the former Fort Monmouth US Army military post located within the Borough of Eatontown. FMERA and TRWRA are collectively referred to herein as the "Parties."

WHEREAS, TRWRA, by that certain Participant Agreement dated June 20, 1967, is the duly designated sanitation sewer service provider for the Borough of Oceanport; and

WHEREAS, Eatontown Sewer Authority ("ESA"), by that certain Participant Agreement dated February 9, 1955, is the duly designated sanitation sewer service provider for the Borough of Eatontown; and

WHEREAS, on November 17, 2016, FMERA acquired ownership of the Main Post of the former Fort Monmouth US Army military post including approximately 618 acres of land and improvements located in the Boroughs of Eatontown and Oceanport; and

WHEREAS, the FMERA, TRWRA and ESA intend to work together to replace the United States of America's (hereinafter "USA") "Local Sewer System"¹ in the Boroughs of Oceanport and Eatontown sections of the former Fort Monmouth US Army military post in order to prepare that area for redevelopment and reuse; and

WHEREAS, the Gravity Sanitary Lines located in Eatontown and servicing the Eatontown Parks, the Monmouth County Department of Public Works and Tech Campus B sites currently drains into a TRWRA meter located in Oceanport; and

WHEREAS, to further the intention of working together to replace the Local Sewer System, the Parties now intend to enter into this MOU for design and engineering work for Replacement Gravity Sanitary Sewer Lines located in Eatontown to untangle the commingled system to ensure that future Eatontown sewer mains flow into the ESA controlled mains; and

NOW THEREFORE, the Parties enter into this MOU to reflect the mutual understanding of the Parties relative to the design and engineering (defined below) of the necessary Replacement Gravity Sanitary Sewer Lines to service a portion of the Eatontown section of the former Fort Monmouth US Army military post.

1. **INCORPORATION OF RECITALS.** The Parties hereto agree that the statements contained in the foregoing recitals be and are hereby incorporated into this MOU as if more fully set forth herein at length.

2. **PROJECT.** The purpose of the "Project" is to design and engineer Replacement Gravity Sanitary Sewer Lines serving Wilson and Nicodemus Avenues, which includes Eatontown Parks, Monmouth County Department of Public Works and Tech Campus B portions of the Eatontown section of the former Fort Monmouth US Army military base. The "Project" consists of the design and engineering work (defined below) of Replacement Gravity Sanitary Sewer Lines to be prepared by Colliers Engineering & Design.

¹ As that term is defined in the Utility Service Contract between the United States of America and the TRWRA (formerly known as Northeast Monmouth County Regional Sewerage Authority).

The Parties intend this Project to be only the design and engineering of Replacement Gravity Lines needed to service the areas in the Eatontown section of the former Ft. Monmouth military post including design and engineering of new service lines and connection points between the Gravity Lines to existing service lines previously installed by developers along or within the bounds of Wilson and Nicodemus Avenues. This Project does not include installation of new service lines All future tie-ins shall be the responsibility of any developer(s) of adjacent properties.

3. **PROJECT SITE.** The Project Site is located in the portion of the former Fort Monmouth US Army military base located within the Borough of Eatontown and fronts on Wilson and Nicodemus Avenues as shown on the attached Map as **Exhibit "A"** ("Project Site").

4. **DESIGN AND ENGINEERING WORK.**

a. The "Design and Engineering Work" consists of the following tasks:

- i. Design and Engineer all sewer infrastructure needed to untangle the commingled Army sewer system to then convey sewage along the Replacement Gravity Sanitary Sewer Lines in the following defined areas: Eatontown Parks Parcel, Monmouth County DPW site and Tech Campus B in the Eatontown Section of Fort Monmouth.
- ii. Prepare a Scope of Services for the Construction and Installation Work to prepare the same for public bidding. It is understood that TRWRA will not oversee the Construction and Installation Work.

b. The Design and Engineering Work shall be performed on the Project in accordance with industry standards and specifically in accordance the Two Rivers Water Reclamation Authority Rules, Eatontown Sewer Authority Rules and Regulations and regulations and standards of the NJDEP.

5. **FMERA'S ROLE AND RESPONSIBILITIES.** FMERA will be responsible for performing the following tasks under this MOU:

a. FMERA shall pay 100% of the costs of the "Project" not to exceed **\$8,480.00 Dollars** ("Project Costs"), including but not limited to consulting fees, design fees, permit costs, and all design and engineering costs associated with or arising from the "Project." FMERA hereby confirms that FMERA will pay the Project Cost associated with the Design and Engineering Work.

- i. The Parties understand and agree that FMERA may utilize federal funding available under the American Rescue Plan Act of 2021 ("Federal Funds") to pay for the Project Costs. In that case the Parties will enter into a separate Agreement governing the requirements for receipt of the funds.
- ii. Notwithstanding the above, FMERA may choose to utilize other funds for the Project Costs either to supplement or in lieu of Federal Funds.

b. In consultation with TRWRA, review and approve the Scope of Services for the Construction and Installation Work as prepared by Colliers Engineering and Design during the Design Phase to prepare the same for public bidding in accordance with the Local Public Contracts Law.

c. Grant to TRWRA and its consultants and contractors a license to enter the Project Site (lands owned and controlled by FMERA) as needed to perform the Design and Engineering Work.

- i. Each contract that TRWRA enters into for the Design and Engineering Work shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA, ESA

and TRWRA harmless against any and all claims related to or arising out of said consultant or contractor entering upon Fort Monmouth; and (ii) require the consultant/contractor to maintain adequate insurance coverage naming FMERA, ESA, and TRWRA as additional insured parties.

d. Provide TRWRA with copies of plans, drawings, reports and any other information related to the Local Sewer System located within the Project Site to the extent such plans, drawings, reports and information are available to FMERA and may be needed to perform the Design and Engineering Work.

e. In consultation with TRWRA, review and approve the final form of the Scope of Services for the bid package for Construction and Installation Work before the same are put out to bid by ESA.

6. TRWRA'S ROLE AND RESPONSIBILITIES. TRWRA will be responsible for the following tasks under this MOU:

a. Design and Engineering Funds. TRWRA will use the Project Costs remitted by FMERA to TRWRA to pay the costs of contractors and consultants hired to complete the Design and Engineering Work. TRWRA shall not be required to utilize any of its own funds to pay costs or expenses of the Design and Engineering Work.

b. Construction and Installation Contract. The Parties acknowledge that TRWRA will develop the Engineering and Designs which will be used by ESA to enter into a contract(s) with the lowest responsible bidder for the Construction and Installation Work as required by the Local Public Contracts Law.

i. TRWRA, in consultation with FMERA and ESA, will develop the Scope of Service for the bid package for the Construction and Installation Contract.

ii. TRWRA, in consultation with Colliers Engineering and Design, will prepare and issue the Plans and Specifications for the Bid Package for the Construction and Installation Contract(s).

c. Construction and Installation Schedule. TRWRA through its consultants and contractors will prepare an estimated project schedule that includes bidding, permitting, and any necessary approvals for construction of the Project.

d. Prevailing Wage Requirement. TRWRA will enter into a contract that provides that each worker employed on the Project shall be paid not less than the prevailing wage rate for worker's craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.25.

e. Compliance with Law. TRWRA will oversee the work of its consultants and contractors to have the Design and Engineering Work performed in a safe and professional manner and in accordance with any and all applicable rules, regulations, ordinances, statutes, laws and requirements of any governmental office having jurisdiction over the Project. Nothing herein shall be construed as making TRWRA or FMERA responsible for the negligence, malpractice or malfeasance of any professional, consultant or contractor.

f. Cooperation and Coordination with FMERA & ESA. TRWRA in consultation with Colliers Design and Engineering shall coordinate with FMERA and ESA with inquiries related to the scope of service for the bid package, construction and installation of the Project related to its Design and Engineering Work.

8. COMPENSATION AND PAYMENT. In accordance with Section 5.a. above, FMERA shall provide 100% of the Project Costs to TRWRA to be kept in escrow and utilized as necessary to complete the Design and Engineering Work. TRWRA is not entitled to any fee or charge for its role in awarding, overseeing and administering the Design and Engineering Contract. However, TRWRA shall not be required to utilize any of its own funds to pay costs or expenses of the Design and Engineering Work, including any and all permit fees, license

fees, design and engineering fees and such attorney's fees as are related to the administration of the Design and Engineering Work. TRWRA will return to FMERA upon completion of the Project any amount of the Project Costs that is not expended for the Project.

9. ADDITIONAL PROVISIONS.

a. Environmental Liability. It is expressly understood that this MOU and all subsequent, associated agreements will not obligate TRWRA or FMERA to incur any liability for any known or unknown environmental conditions that existed in the Local Sewer System or the lands within the Eatontown Section of Fort Monmouth, prior to the date of this MOU.

b. Sufficient Funds. Both Parties recognize and agree that the initial provision of funding and the continuation of such funding is expressly dependent upon the availability of funding. It is agreed that nothing in this MOU will obligate or require TRWRA to enter into or continue any agreement or contract for the Design and Engineering Work or to expend TRWRA personnel time or other administrative costs for the Design and Engineering Work unless sufficient funds, such as grant funding, (other than TRWRA's own funds) becomes readily available to TRWRA for expenses that would be incurred in connection with the Design and Engineering Work. TRWRA will at all times have the right to terminate or discontinue any agreement, contract or work for the Design and Engineering Work if TRWRA determines that sufficient funds are not readily available to TRWRA for the expenses that would be incurred in connection with the Design and Engineering Work. TRWRA shall not be required to utilize any of its own funds to pay any costs or expenses of the Design and Engineering Work under any circumstances.

c. Right of Entry and License. This MOU constitutes a license from FMERA to TRWRA, its employees, officers, agents, consultants and contractors for access to all portions of Fort Monmouth in order to carry out the Design and Engineering Work. Any work within the Army owned environmental carveouts will require approval of the Army. Any and all consultants and contractors hired by TRWRA who enter upon the Project Site shall: (i) indemnify and hold FMERA, ESA and TRWRA harmless from any and all claims related to or arising from said consultant or contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage naming FMERA, ESA and TRWRA as additional insured parties.

d. Other Approvals. Each Party will obtain all applicable approvals, permits, and authorizations necessary to effectuate their respective responsibilities under this MOU.

e. Commencement and Duration. This MOU will commence immediately upon execution by the Parties after authorization by Resolution of their respective governing councils. Unless terminated earlier, this MOU will remain in effect from the date of its execution until the Design and Engineering Work on the "Project" is complete. For the purposes of this MOU, the same will be "Complete" when TRWRA concludes that the "Project" has been fully design and engineered and that the work meets its design standards.

f. Amendments. This MOU may only be amended in a writing executed by the Parties.

g. Termination. Any Party will have the right to terminate this MOU upon sixty (60) days written notice to the other party; however, should TRWRA enter into a third-party contract for the Design and Engineering Work in reliance upon FMERA's fulfillment of the Role and Responsibilities in provision 6, the Parties agree that TRWRA will have access to the funds contained in escrow in fulfillment of the third-party contract subject to the availability of funds. Upon notice of FMERA's intent to terminate this MOU, TRWRA will not incur any additional expenses or administrative costs.

h. Notices. All notices required to be served or given hereunder will be in writing and will be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or three business days after having been mailed by certified mail, return receipt requested, and addressed as follows:

If to TRWRA: Two Rivers Water Reclamation Authority
One Highland Avenue
Monmouth Beach, New Jersey 07750
Attention: Michael A. Gianforte, Executive Director

If to FMERA: Fort Monmouth Economic Revitalization Authority
502 Brewer Avenue
P.O. Box 267
Oceanport, New Jersey 07757
Attention: Kara Kopach, Executive Director

i. Reasonable Diligence. Each of the Parties will act with reasonable diligence for the purpose of satisfying the conditions set forth herein.

j. Titles and Headings. Titles and headings are included for convenience only and will not be used to interpret the MOU.

k. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of New Jersey.

l. Counterparts. This MOU may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute but one and the same MOU.

The foregoing correctly reflects the Parties' understanding and intent.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed and delivered as of the date and year first above written and by so executing, represent and warrant they have the authority to do so.

ATTEST

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

By: _____
Kara Kopach, Executive Director

Dated: _____

Dated: _____

ATTEST

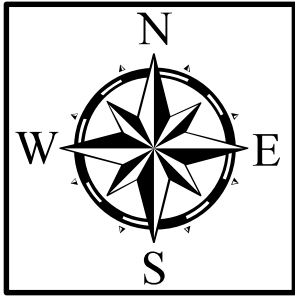
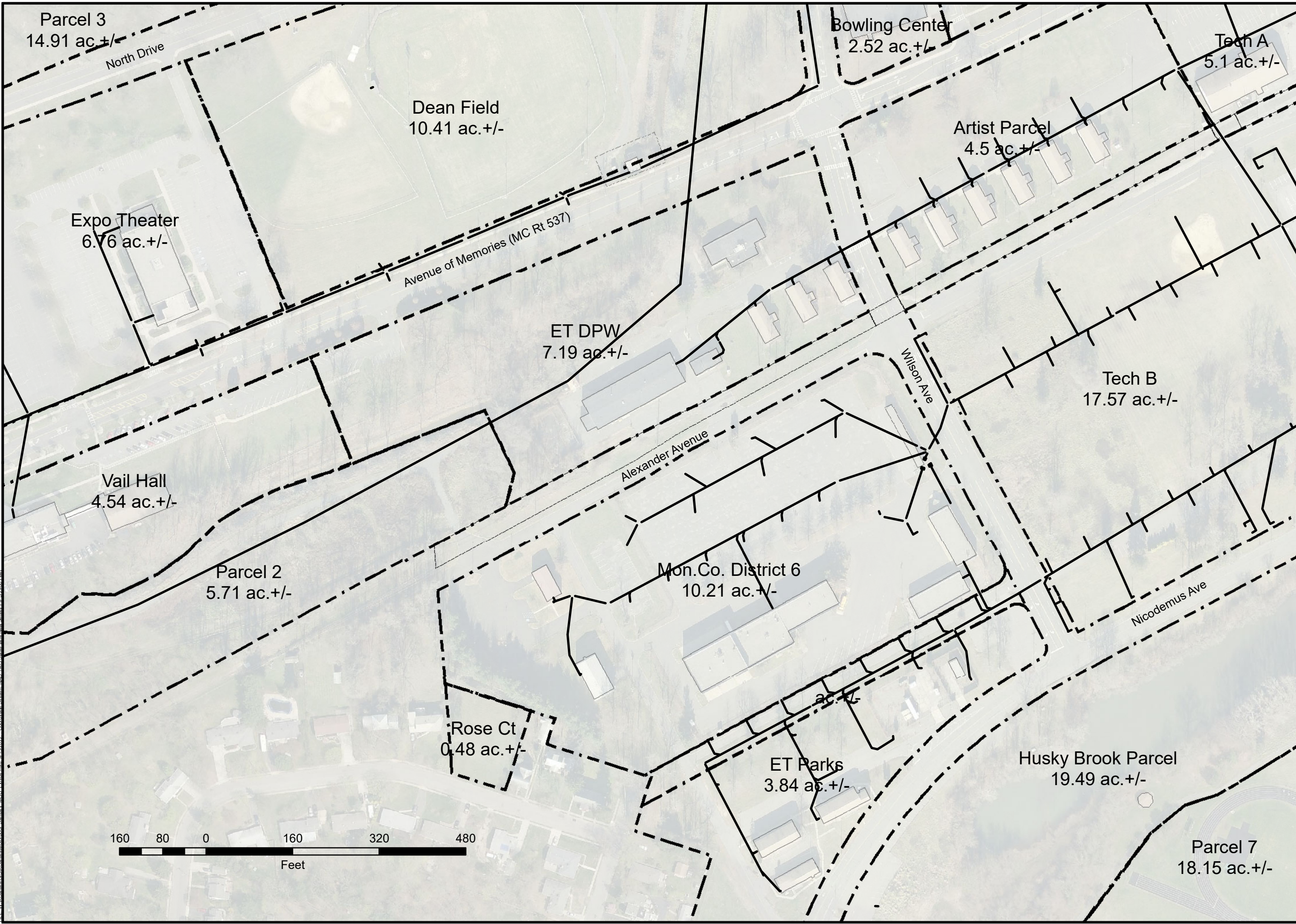
TWO RIVERS WATER RECLAMATION
AUTHORITY

By: _____
Michael A. Gianforte
Executive Director

Dated: _____

Dated: _____

Exhibit A



MOU EXHIBIT

*For reference purposes only.
 Subject to formal survey.
 May not account for all existing or future rights-of-way, easements or potential environmental issues.*

Prepared By: KEDantes
 Date: 9/15/2022
 1" = 160 feet



FILE: W:\GIS\Projects\MOU Exhibit.mxd, 01/15/2022 - Coordinate System: NAD 1983 StatePlane New Jersey FIPS 2000 Feet

Exhibit B
Project Cost Projections

331 Newman Springs Road
Suite 203
Red Bank New Jersey 07701
Main: 877 627 3772



September 1, 2022

VIA EMAIL

Michael A. Gianforte, Executive Director
Two Rivers Water Reclamation Authority
One Highland Avenue
Monmouth Beach, NJ 07750

Proposal for Professional Services
Sanitary Sewer System for Eatontown Motor Pool Section of Fort Monmouth
Design – Contract Plans and Specifications, Bidding, Construction Phase Services
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: 17000767P4

Dear Mr. Gianforte,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal to provide professional services for preparing contract plans and specifications, bidding assistance and construction phase services for the Eatontown Motor Pool Section of Fort Monmouth. The project will include approximately 930 LF of gravity sewer pipe.

This proposal is divided into four sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions
- Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 PREPARATION OF PLANS AND SPECIFICATIONS

The scope of services included in this proposal includes preparation of plans that include approximately 930 LF of gravity sewer in accordance with the highlighted site plan indicating that the proposed sanitary sewer will provide service to four (4) existing buildings in the vicinity of Alexander Avenue and Wilson Avenue.

1.1 Route Topographic Survey

Colliers Engineering & Design will prepare a route topographic survey of a proposed sewer line route within Block 301, Lot 1, Borough of Eatontown, Monmouth County, New Jersey in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1.

The limits of the topographic survey are the proposed route through a portion of Fort Monmouth as shown on the sketch provided. Spot elevations will be taken at approximate 50-foot stations and include edges of road and the bend. We will also survey the rim and invert elevation of the existing manhole.

First floor elevations will be surveyed on the six (6) buildings indicated on the sketch. Measurements will be taken on the outside of the buildings, inside access is not included.

GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New Jersey State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

Property boundary lines will not be surveyed nor shown on the plan.

1.2 Contract Documents

Contract Plans including construction plans and details and contract specifications will be prepared suitable for public bidding. A construction cost estimate shall be prepared prior to bidding.

Phase 1.0 Lump Sum Fee

\$8,480.00

2.0 BIDDING SERVICES

Once all the final design plans are approved for bidding, Colliers Engineering & Design will bid the project and assist the Authority throughout the bid process, including bid questions and attendance at the bid opening. We will review all bids received and a Recommendation of Award will be presented for Authority approval at an Authority Meeting. The scope of work will include the following tasks:

- a. Provide digital construction plans, specifications and bid documents for advertising;
- b. Advertise for bids;
- c. Prepare and administer pre-bid meeting and site walk-through;
- d. Address any pre-bid phase requests for information by bidders;
- e. Issue contract clarifications and/or addenda;
- f. Attend bid opening;

- g. Tabulate and analyze bid results;
- h. Furnish recommendation on award of the construction contract; and
- i. Assist in the preparation of formal contract documents for award of the contract.

Phase 2.0 Lump Sum Fee

\$4,900.00

PHASE 3.0 CONSTRUCTION ADMINISTRATION

We are anticipating up to three (3) months to complete this project. Colliers Engineering & Design will perform the following tasks as part of the construction administration for the project:

- a. Provide general communication with the Authority and contractor throughout the duration of construction regarding such issues as progress, submittal status, and construction issues and their resolution;
- b. Maintain project files, as required;
- c. Conduct pre-construction meeting, establish agenda, and issue Notice to Proceed;
- d. Review and approve Progress Schedule, Schedule of Submittals, and Schedule of Values required to be submitted by the Contractor;
- e. Review shop drawings and keep a log;
- f. Provide minor plan changes based upon actual field conditions;
- g. Provide photographs of work in progress;
- h. Review other submittals as required to evaluate that the proposed materials and equipment conform to the contract documents;
- i. Prepare inspection reports and monthly progress reports;
- j. Hold scheduled progress meetings; and,
- k. Prepare record drawings at the completion of the project; this include as-builts of the entire new system.

Phase 3.0 Lump Sum Fee

\$20,000.00

PHASE 4.0 CONSTRUCTION INSPECTION/OBSERVATION SERVICES

The scope of work will include the following tasks:

- a. Provide construction inspection/observation services. Full time inspection/observation is needed during periods when the contractor is installing pipe, to monitor the contractor's progress and compliance with the contract drawings and specifications. We are anticipating up to three (3) months to complete this project;

- b. Conduct a weekly construction meeting with the Contractor and Authority to discuss scheduled activities;
- c. Prepare daily inspection reports;
- d. Review monthly payment requests including the final payment request;
- e. Participate in the review and evaluation of potential change orders, including detailed review of cost proposals;
- f. Participate in the resolution of issues involving unforeseen field conditions;
- g. Prepare punchlist of remaining work items; and
- h. Evaluate substantial and final completion and issue certificates of substantial or final completion, as appropriate.

Coordination with the contractor's schedule will ensure that the project is receiving the necessary attention during all phases of construction. In addition, Colliers Engineering & Design will review and approve all payment vouchers submitted by the Contractor before they are presented to the Authority for payment. As the project approaches completion, the Contractor will also be presented with a detailed punch-list of the items requiring repair and/or correction.

Please note that Colliers Engineering & Design accepts no responsibility for construction methodology utilized by the contractors and sub-contractors, including worker health and safety issues.

Phase 4.0 Lump Sum Fee **\$25,200.00**

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Phase Name	Fee
PHASE 1.0 PREPARATION OF PLANS AND SPECIFICATIONS	\$ 8,480.00
PHASE 2.0 BIDDING SERVICES	\$ 4,900.00
PHASE 3.0 CONSTRUCTION ADMINISTRATION	\$20,000.00
PHASE 4.0 CONSTRUCTION INSPECTION/OBSERVATION SERVICES	\$25,200.00
TOTAL LUMP SUM FEE	\$58,580.00

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Section III – Rate Schedule

Technical Staff Rates 2022

Billing Titles	Hourly Rates
Technical Director	185.00
Project Manager	180.00
Senior Project Specialist	170.00
Project Specialist	160.00
Technical Professional	150.00
Technical Specialist	140.00
Specialist	130.00
Senior Data Technician	120.00
Senior Technical Assistant	110.00
Technical Assistant	100.00
Data Technician	85.00
Survey Crew – 2 Man	210.00
Survey Crew – 1 Man w/Robotic Equipment	185.00
Expert Testimony	355.00
Sr. LSRP	280.00
LSRP	220.00

Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	3.95 / Each
Computer Mylars / Color Plots	75.00 / Each
Photocopies	0.18 / Each
Color Photocopies	1.95 / Each
Document Binding	3.75 / Each
Portable Media	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	Cost + 20%
Initial Digital Signature	250.00
Additional Digital Signatures	60.00 / Each
Mileage Reimbursement*	0.575 / Per Mile
	Field Vehicle 0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Two Rivers Water Reclamation Authority

Rates are effective through December 31, 2022

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until October 31, 2022.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)



Susan Brasefield, PE, PP, CME
Geographic Discipline Leader

SSB/rd

cc: Dennis Galvin, P.E., TRWRA, (via e-mail)
Paul K. Nolan, P.E., Colliers Engineering & Design (via e-mail)

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EXHIBIT C

STATE OF NEW JERSEY GRANT AGREEMENT BETWEEN THE FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY (FMERA) AND TWO RIVERS WATER RECLAMATION AUTHORITY (GRANTEE)

GRANT NUMBER _____

GENERAL

- I. Compliance with Existing Laws
- II. Bonding and Insurance
- III. Indemnification
- IV. Assignability
- V. Availability of Funds

POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Payment
- VIII. Allowable Costs
- IX. Period of Availability of Funds
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXII. Grant Closeout Procedures

ATTACHMENTS

- A. Approved Budget Form

I. Compliance with Existing Laws

The Grantee, by executing this Agreement and accepting this grant, agrees to comply with all federal, State and municipal laws, rules, and regulations applicable to the activities in which the Grantee is engaged in the performance of this grant.

In addition to laws, rules and regulations governing the Grantee's specific type of activities, Grantee shall comply with the following:

Federal Office of Management and Budget (OMB) documents:

- Federal OMB Super Circular Information, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (available on the Internet at <https://www.nj.gov/treasury/omb/supercircular.shtml>)

New Jersey Department of the Treasury, Office of Management and Budget documents:

- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. (available on the internet at http://www.state.nj.us/infobank/circular/cir1508_omb.pdf)
- New Jersey State Grant Compliance Supplement (available on the internet at <http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>)

State Affirmative Action Legal Citations:

- The Grantee shall require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., and P.L. 1975, c.127 and all implementing regulations.

Grantee acknowledges and agrees that failure to comply with all applicable federal and State laws, rules and regulations shall be grounds for termination of this Agreement pursuant to Section XXII(C).

II. Bonding and Insurance

It is the responsibility of the Grantee to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this grant award.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, by any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department of the Treasury.

V. Availability of Funds

The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or federal revenue or such other funding sources as may be applicable. A failure of FMERA to make any payment under the Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the FMERA or an event of default under the Agreement and the FMERA shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the FMERA beyond the duration of the award period set forth in the Agreement and in no event shall the Agreement be construed as a commitment by the FMERA to expend funds beyond the termination date set in the Agreement.

VI. Financial Management System

A. The Grantee shall be responsible for maintaining an adequate financial management system, and will immediately notify the FMERA when the Grantee cannot comply with the requirements established in this section of Exhibit C.

B. Grantee financial management system shall provide for:

1. Financial Reporting

Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of this Grant Agreement.

2. Accounting Records

Records that adequately identify the source and application of funds for Department of the Treasury supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures and income.

3. Internal Control

Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of financial information with performance or productivity data, including the development of unit cost information required by the Department of the Treasury.

5. Allowable Cost

Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and State requirements.

6. Source Documentation

Accounting records that are supported by source documentation.

7. Cash Management

Procedures to minimize the time elapsing between the advance of funds from the Department of the Treasury and the disbursement by the Grantee, whenever funds are advanced by the Department of the Treasury.

C. FMERA may require the submission of a statement attesting to the adequacy of the Grantee's accounting system, as provided in Section VI of this Exhibit C.

D. FMERA may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If FMERA determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by FMERA upon written notice to the Grantee, until such time as the system meets with FMERA approval.

VIII. Method of Payment

A. Advanced Payment – Advanced Payment shall be made as prescribed in the Agreement to be held in escrow and used solely as necessary for Project costs.

IX. Allowable Costs

A. Limitation on Use of Funds

Grant funds must be used only for allowable costs

B. **Applicable Cost Principles**

For each type of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with applicable federal cost principles specific to the organization incurring the costs (e.g., Federal OMB Super Circular Information), and State requirements.

X. **Period of Availability of Funds**

The Grantee shall only charge costs resulting from obligations made during the funding period of the grant award. Costs incurred by the Grantee prior to a fully executed Grant Agreement between the Grantee and the FMERA are at the Grantee's own risk should funding not occur. Carryover of any unobligated balance from one funding period to another funding period requires the prior written approval of the FMERA.

XI. **Matching and Cost Sharing**

There are no cost sharing requirements for the Grantee.

XII. **Program Income**

A. Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

B. Interest earned on advances of grant funds shall be remitted to the FMERA.

C. All other program income earned during the grant period shall be added by the Grantee to funds received from the FMERA under the Agreement and used by the Grantee to further eligible program objectives as set forth in the Agreement.

XIII. **Audit Requirements**

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. **Budget Revision and Modification**

A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification.

B. Budget major category and/or budget line item variances, if permitted, shall be indicated in the Agreement. Any deviations outside the limits established in the Agreement must be approved by FMERA. Such requests for budget flexibility outside of what is provided for within the Agreement must be submitted to the funding program in writing by the Grantee with an explanation for the variance request prior to incurring the cost. No variances outside the limits stated in the Agreement are permitted without the written approval of FMERA by means of a formal amendment to the Agreement.

C. Grantee shall request approval in writing, from the Accounting Manager, Jennifer Lepore, when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget outside of what is provided for within the Agreement.

2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
3. The need for additional funding or to extend the period of availability of funds.
4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For the purpose of this Agreement, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

- D. FMERA may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable federal and State requirements concerning prior approval for certain budget changes.
- E. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment A of this grant.
- F. FMERA may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between FMERA and the Grantee must be incorporated in written amendments to this grant.
- G. If a revision requested will result in a change to the Grantee's approved project which requires federal prior approval, FMERA will obtain the federal agency's approval before approving the Grantee's request.

XV. Property Management Standards

Property furnished by FMERA or acquired in whole or in part with federal or FMERA funds or whose cost was charged to the project supported by federal or FMERA funds shall be utilized and disposed of in a manner generally consistent with State and federal requirements.

XVI. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this Grant Agreement shall be accomplished in a manner consistent with the Grantee's policies and procedures.

Adherence to the standards contained in the applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurement. The Grantee is the responsible authority, without recourse to the FMERA, regarding the settlement and satisfaction of all contractual and administrative issues or obligations arising out of any procurement entered in support of a grant.

XVII. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable federal and State requirements and that performance goals are being achieved in accordance with the Agreement. The Grantee must continually monitor its performance of the grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals

and objectives are being achieved in accordance with the activities delineated in Section 1 of the Agreement.

- B. The Grantee shall inform FMERA of the following types of conditions which affect the program objectives and performance set forth in Section 1 of the Agreement as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain Project objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any FMERA assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or at less cost or producing more beneficial results than originally planned.
- C. FMERA may, in its sole discretion, make site visits to:
 - 1. Review Project documentation, accomplishments and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended and in a timely manner.

XIII. Financial and Performance Reporting

- A. The Grantee shall submit a final report as prescribed in Section 4 of the Grant Agreement. The final report shall contain a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by the president of the institution or a designee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of the Grant Agreement.
- B. If requested, the Grantee shall submit interim expenditure reports comparing actual expenditures with the approved Grant Budget. These reports shall be submitted as requested.
- C. If requested the Grantee shall submit interim performance reports as prescribed by FMERA; however, reports shall not be required more frequently than quarterly or less frequently than annually.
- D. Extensions to reporting due dates may be granted upon written request to FMERA.
- E. If reports are not submitted as required, FMERA may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

XIX. Access to Records

- A. The Grantee, by executing and accepting this grant agrees to make available upon request, to FMERA, any federal agency whose funds are expended in the course of this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents and papers for inspection and copying as may be necessary to monitor and audit the Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of FMERA's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, FMERA retains the right to make unannounced visitations, inspections, and audits as deemed necessary.

- C. FMERA reserves the right to have access to records of any sub-Grantees and requires the Grantee to provide for FMERA access to such records in any grant with the sub-Grantee.
- D. FMERA reserves the right to have access to all work papers produced in connection with audits made by the Grantee or any independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless federal or State funding department statutes require longer periods or unless directed to extend the retention period by the FMERA.
 - 1. If any litigation, claim, negotiation action or audit involving the records is started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later, unless otherwise directed by FMERA.
 - 2. Records for nonexpendable property acquired with FMERA funds shall be retained for seven (7) years after its final disposition, unless otherwise provided or directed by FMERA.
- B. For federal and State purposes (unless otherwise provided):
 - 1. General – The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment – The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of FMERA.
- C. FMERA may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Enforcement

- A. Remedies for Noncompliance

If a Grantee materially fails to comply with any term of this Agreement, or any related requirements including those stated in a state or federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, FMERA may take one or more of the following actions, as appropriate in the circumstances:

 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - 2. Disallow all or part of the cost of the activity or action not in compliance.
 - 3. Wholly or partly suspend or terminate the current award for the Project.
 - 4. Withhold further awards for the Project.

5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, FMERA may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

C. Effects of Suspension and Termination

Costs incurred by Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless FMERA expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination and cannot be cancelled.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and federal debarment and suspension procedures.

XXII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or part, under a Grant Agreement at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department of the Treasury which temporarily suspends assistance under the Agreement pending corrective action by the Grantee or pending a decision to terminate the grant by the FMERA.

3. Disallowed Costs

Disallowed costs are those charges against the Grant Budget, which the Department of the Treasury or its representatives determine to be beyond the scope of the grant, excessive, or otherwise unallowable.

B. When the Grantee has failed to comply with any Agreement term, standards, or conditions, FMERA may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. FMERA shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet federal and State requirements.

C. FMERA may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the Agreement. FMERA shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by FMERA under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.

- D. FMERA and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- E. The Grant Closeout procedures in Section XXIII of this Exhibit C shall apply in all cases of termination of the grant.

CLOSEOUT REQUIREMENTS

XXIII. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:
 - 1. Grant Closeout
The closeout of a grant is the process by which FMERA determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.
 - 2. Date of Completion
The date when all grant activities are completed or the expiration date in the Agreement, or any supplement or amendment thereto.
- B. The Grantee shall submit final expenditure and performance reports as prescribed by FMERA and in the timeframes set forth in the Agreement upon completion of the grant period or termination of the grant.

FMERA may permit extensions when requested in writing by the Grantee.
- C. The Grantee will, together with the submission of the final report, refund to FMERA any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by FMERA to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, FMERA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

ATTACHMENT A

A GRANT BETWEEN
STATE OF NEW JERSEY

DEPARTMENT OF _____

AND

(GRANTEE)

GRANT NUMBER _____

APPROVED BUDGET

FOR THE PERIOD TO _____ TO _____
(Date) (Date)

<u>Budget Categories</u>	<u>Federal</u>	<u>State</u>	<u>Other Funds</u>	<u>Total Budget</u>
A. Personnel:				
Salaries	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	_____	_____	_____	_____
B. Consultants	_____	_____	_____	_____
C. Other Cost Categories: (specify)				
Audit	_____	_____	_____	_____
Total Direct Cost	_____	_____	_____	_____
Less Program Income	_____	_____	_____	_____
Total Direct Cost Funded By Dept.	_____	_____	_____	_____
Indirect Cost	_____	_____	_____	_____
Total Costs Funded By Dept.	\$ _____	\$ _____	\$ _____	\$ _____

EXHIBIT D
SCHEDULE OF ASSURANCES

The Two Rivers Water Reclamation Authority (TRWRA) will comply with the provisions of the following federal statutes, rules, and regulations in connection with the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included

in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.). The Davis-Bacon Act does not apply to construction contracts at or below \$2,000 (arbitrarily separating a project into contracts below \$2,000 is not permitted), and the prevailing wage rate provisions of the Act do not apply to rehabilitation or construction of residential property containing less than eight units;
2. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
3. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
4. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
2. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.

3. (a) In accordance with 41 U.S.C. § 4712, TRWRA may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of TRWRA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) TRWRA shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.

(a) TRWRA shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. TRWRA may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

- (b) Affirmative steps shall include:
- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
 - b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
 - e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), TRWRA should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), TRWRA should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and TRWRA should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent TRWRA receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. TRWRA must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded with CSFRF Funds.
2. TRWRA and any grantees or subrecipients must disclose in writing to U.S. Treasury or TRWRA, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

ADOPTED
September 21, 2022

Resolution Regarding
Second Amendment to the Purchase and Sale & Redevelopment Agreement with RWJ Barnabas Health, Inc. for the Tinton Falls Commercial Parcel in Tinton Falls

WHEREAS, the Tinton Falls Commercial Development Parcel is an approximately 31.25± acre parcel of land containing twelve structures located at Pearl Harbor Avenue and Pinebrook Road in the Tinton Falls Reuse Area of the Charles Wood Area of the Fort (the “Property”), and on August 27, 2021, the Members authorized the execution of the PSARA between FMERA and RWJ Barnabas for the Property. The PSARA was executed on October 25, 2021; and

WHEREAS, pursuant to the terms of the PSARA, RWJ Barnabas will pay Five Million One Hundred Thousand (\$5,100,000) Dollars for the Parcel and Purchaser’s total Capital Investment is estimated at One Hundred Million Dollars (\$100,000,000); and

WHEREAS, the Project shall consist of the demolition of existing improvements and the redevelopment of the parcel as described in the attached memorandum; and

WHEREAS, pursuant to the PSARA, the Due Diligence Period was to run for one hundred and twenty days from the later to occur of 1) the PSARA execution date, or 2) the date on which FMERA delivers to Purchaser a Boundary Survey and may be extended for two additional thirty-day periods, if necessary, to complete environmental investigations; and

WHEREAS, Purchaser’s initial Due Diligence period expired on February 25, 2022; by way of a letter dated February 21, 2022, Purchaser requested and was granted the first thirty-day extension; and

WHEREAS, on March 24, 2022, Purchaser requested and was granted the second additional thirty-day extension until April 27, 2022; and

WHEREAS, as environmental testing had not yet been completed and Purchaser’s Due Diligence Period was set to expire, Purchaser issued a letter on April 27, 2022, conditionally terminating the PSARA and requesting that the staff seek Board approval for an extension to the Due Diligence Period; and

WHEREAS, on May 18, 2022, the Board approved the reinstatement of the PSARA and an extension to the Due Diligence Period for ninety days or until July 26, 2022, as well as to permit upon written approval of FMERA an additional ninety day extension if the Purchaser was proceeding diligently and in good faith. The First Amendment was executed on July 20, 2022. Staff approved the additional ninety day extension via letter dated July 11, 2022; and

WHEREAS, the Purchaser’s Due Diligence is now set to expire on October 24, 2022. On September 2, 2022, via letter, the Purchaser requested a six month extension to the Due Diligence Period. Purchaser stated that it had undertaken additional environmental testing at the Property related to contamination in the groundwater and soils, and that the findings from these studies required additional time to analyze and finalize; and

WHEREAS, FMERA has agreed to extend the Due Diligence Period for an additional ninety days until January 22, 2023 with the option to extend for an additional ninety days if Purchaser is proceeding diligently and in good faith and staff approves the extension in writing; and

WHEREAS, all other material terms of the PSARA will remain unchanged. Attached in substantially final form is the Second Amendment to the PSARA between FMERA and RWJ Barnabas. The final terms of the Second Amendment to the PSARA are subject to the approval of FMERA's Executive Director and a review as to the form by the Attorney General's Office; and

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

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the Second Amendment to the Purchase and Sale & Redevelopment Agreement with RWJ Barnabas Health, Inc. for the Tinton Falls Commercial Parcel in Tinton Falls to extend the Due Diligence Period until January 22, 2023 and provide for an additional ninety extension if necessary to complete environmental investigations.

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: September 21, 2022

EXHIBIT 5

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

RE: Second Amendment to the Purchase and Sale & Redevelopment Agreement with RWJ Barnabas Health, Inc. for the Tinton Falls Commercial Parcel in Tinton Falls

DATE: September 22, 2022

Request

I am requesting that the Board approve the Second Amendment to the Purchase and Sale Agreement & Redevelopment Agreement (“PSARA”) with RWJ Barnabas Health, Inc. (“RWJ Barnabas” or “Purchaser”) for the Tinton Falls Commercial Parcel in Tinton Falls providing for an extension to the Due Diligence, as defined in the PSARA.

Background

The Tinton Falls Commercial Development Parcel is an approximately 31.25± acre parcel of land containing twelve structures (Buildings 2627, 2628, 2629, 2630, 2631, 2632, 2704, 2707, 2709, 2710, 2629, and 2719) located at Pearl Harbor Avenue and Pinebrook Road in the Tinton Falls Reuse Area of the Charles Wood Area of the Fort (the “Property”). On August 27, 2021, the Members authorized the execution of the PSARA between FMERA and RWJ Barnabas for the Property. The PSARA was executed on October 25, 2021.

Pursuant to the terms of the PSARA, RWJ Barnabas will pay Five Million One Hundred Thousand (\$5,100,000) Dollars for the Parcel. The Purchaser’s total Capital Investment is estimated at One Hundred Million Dollars (\$100,000,000).

The Project shall consist of the demolition of existing improvements, and 1) construction of a three-story Medical Office Building anticipated to be approximately 121,125 GSF; 2) installation of a grid-supply solar energy system which ground-mounted systems shall not to exceed 20% of the developable acreage and shall be placed at the back of the site and not front on Pinebrook Road or Pearl Harbor Avenue; 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. Additionally, the Purchaser shall design, fund and construct a roadway across the Property connecting Pearl Harbor Avenue and Satellite Road to provide access to and from the Fabrication Shops parcel located southeast of the Property within fifteen (15) months of closing on the Property. A Deed restriction (the “Open Space Deed Restriction”) for the benefit of FMERA preserving public access to the passive recreation and open space shall be recorded at Closing.

The Purchaser covenants to create three hundred (300) part-time and/or full-time jobs within twelve (12) months of the Completion of the Project completion or pay a penalty of \$1,500 for each job not created.

Pursuant to the PSARA, the Due Diligence Period was to run for one hundred and twenty (120) days from the later to occur of 1) the PSARA execution date, or 2) the date on which FMERA delivers to Purchaser a Boundary

Survey and may be extended for two (2) additional thirty (30) day periods, if necessary, to complete environmental investigations.

Reinstatement and First Amendment to the PSARA

Purchaser's initial Due Diligence period expired on February 25, 2022. By way of a letter dated February 21, 2022, Purchaser requested and was granted the first thirty-day extension. On March 24, 2022, Purchaser requested and was granted a second additional thirty-day extension until April 27, 2022.

As environmental testing had not yet been completed and Purchaser's Due Diligence Period was set to expire, Purchaser issued a letter on April 27, 2022, conditionally terminating the PSARA and requesting that the staff seek Board approval for an extension to the Due Diligence Period.

On May 18, 2022, the Board approved the reinstatement of the PSARA and an extension to the Due Diligence Period for ninety (90) days or until July 26, 2022, as well as to permit upon written approval of FMERA an additional ninety (90) day extension if the Purchaser was proceeding diligently and in good faith. The First Amendment was executed on July 20, 2022. Staff approved the additional ninety (90) day extension via letter dated July 11, 2022.

Second Amendment to the PSARA

The Purchaser's Due Diligence is now set to expire on October 24, 2022. On September 2, 2022, via letter, the Purchaser requested a six (6) month extension to the Due Diligence Period. Purchaser stated that it had undertaken additional environmental testing at the Property related to contamination in the groundwater and soils, and that the findings from these studies required additional time to analyze and finalize. Therefore, FMERA has agreed to extend the Due Diligence Period for an additional ninety (90) days until January 22, 2023 with the option to extend for an additional ninety (90) days if Purchaser is proceeding diligently and in good faith and staff approves the extension in writing.

All other material terms of the PSARA will remain unchanged. Attached in substantially final form is the Second Amendment to the PSARA between FMERA and RWJ Barnabas. The final terms of the Second Amendment to the PSARA are 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 Second Amendment to the Purchase and Sale & Redevelopment Agreement with RWJ Barnabas Health, Inc. for the Tinton Falls Commercial Parcel in Tinton Falls to extend the Due Diligence Period until January 22, 2023 and provide for an additional ninety (90) extension if necessary to complete environmental investigations.



Kara Kopach

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

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

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT (“First Amendment”), made and entered into as of this ____ day of September 2022, by and between **FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY** (“Seller” or “FMERA”), 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 **RWJ BARNABAS HEALTH, INC.**, (“Purchaser” or “RWJ”), a not-for-profit corporation of the State of New Jersey, whose address is 95 Old Short Hills Road, West Orange, New Jersey 07052. Seller and Purchaser are collectively referred to herein as the “Parties”.

WHEREAS, the Seller and Purchaser have heretofore entered into a certain Purchase and Sale Agreement and Redevelopment Agreement dated as of October 25, 2021, and as amended by the Reinstatement and First Amendment to the Purchase and Sale Agreement and Redevelopment Agreement (“First Amendment”), dated July 20, 2022 (collectively the “Agreement”), whereby Seller agreed to sell and Purchaser agreed to purchase and redevelop an approximately 31.25 acre parcel of land within Fort Monmouth, Tinton Falls, New Jersey consisting of twelve structures including Buildings 2627, 2628, 2629, 2704, 2630, 2631, 2632, 2707, 2709, 2710, 2713 and 2719 located on Pearl Harbor Avenue and Pinebrook Road (collectively, the “Property”); and

WHEREAS, Purchaser proposed to demolish the existing improvements, and construct a three-story Medical Office Building, install a grid-supply solar energy system with ground-mounted systems that shall not to exceed 20% of the developable acreage, to construct active recreational facilities and passive recreation amenities, and to design, fund and construct a roadway across the Property connecting Pearl Harbor Avenue and Satellite Road with a capital investment of One Hundred Million Dollars (\$100,000,000); and

WHEREAS, as the Purchaser’s Due Diligence Period was set to expire on April 27, 2022, Purchaser issued a letter dated April 27, 2022 conditionally terminating the Agreement and requesting an extension to the Due Diligence Period; and

WHEREAS, at its May 2022 meeting the Board approval the First Amendment to the Agreement, which reinstated the Agreement and granted Purchaser an extension to the Due Diligence Period for ninety days with an option to extend for an additional ninety (90) days with the written approval of FMERA; and

WHEREAS, the additional ninety (90) day extension was approved via letter dated July 11, 2022; and

WHEREAS, the Purchaser’s Due Diligence Period is to expire on October 24, 2022; and

WHEREAS, Purchaser issued a letter dated September 2, 2022 requesting a six (6) month extension to the Due Diligence Period; Purchaser stated that it had recently undertaken

environmental testing at the Property related to contamination in the groundwater and soils, and that those findings from these studies required additional time to analyze and finalize; and

WHEREAS, Purchaser has requested, and Seller has agreed, to extend the Due Diligence Period for an additional ninety (90) days with an option to extend for an additional ninety (90) days if Purchaser is proceeding in good faith.

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 Second Amendment (“Second Amendment”). Capitalized terms used but not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
2. Due Diligence Period. Section 2(w) of the Agreement is hereby amended and modified to provide that:
 - a. The Due Diligence Period is extended by ninety (90) days or until January 22, 2023. The Due Diligence Period may be extended with the written approval of FMERA for an additional ninety (90) day extension if necessary to complete environmental investigations provided Purchaser is proceeding diligently and in good faith.
3. 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 of the Property and are intended to be an integration of all prior negotiations and understandings. Except as modified in this Second Amendment, the 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 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.
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. Counterparts. 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.

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:

Kara Kopach,
Executive Director

WITNESS:

RWJ BARNABAS HEALTH, INC.,
REDEVELOPER

By:

William Cuthill, Senior Vice President,
Facilities Management and Construction