

**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 – February 15, 2023**

1. **Call to Order**
2. **Notice of Public Meeting**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Welcome – Mayor Anthony Talerico, Jr., Vice-Chairman**
6. **Approval of Previous Month’s Board Meeting Minutes**
7. **Public Comment Regarding Board Action Items**
8. **Executive Director/Secretary Report & Update**
9. **Committee Reports**
  - Audit Committee – Anthony Talerico, Jr., Chairman
  - Real Estate Committee – Anthony Talerico, Jr., 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 the Fifth Amendment to Purchase and Sale & Redevelopment Agreement with Regional Development Group, LLC, subsequently assigned to Barker Circle Partnership, LLC for Barker Circle in Oceanport.
  2. Consideration of Approval of the Sixth Amendment to the Purchase and Sale & Redevelopment Agreement with US Home LLC, a wholly owned subsidiary of Lennar Corporation, for the Howard Commons Parcel in Eatontown.
11. **Other Items**
12. **Public Comment Regarding any FMERA Business**
13. **Adjournment**



**Fort Monmouth Economic Revitalization Authority  
Board Meeting  
January 18, 2023  
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 Vice-Chairperson)**
- Lillian Burry – Monmouth County Commissioner – **V**
- Stephen Gallo – Public Member – **V**
- Jay Coffey – Mayor of Oceanport – **V (joined at 5:05)**
- Tracy Buckley – Tinton Falls Councilwoman – **V - Designee**
- Jamera Sirmans – Associate Counsel, Governor’s Authorities Unit – **V – Designee**
- Jorge Santos – Chief Real Estate Development Officer, 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 – Senior Project Officer Marketing & RE Development
  - Upendra Sapkota – Senior Project Officer, Planning & Development
  - Kristy Dantes – Director of Facilities & Infrastructure
  - Joe Fallon – Senior Environmental Officer
  - Laura Draushak – Director of Legal Affairs
- Matt Reagan, Deputy Attorney General (DAG)

The meeting was called to order by Mayor Anthony Talerico, Jr. at 5:00p.m. and followed by 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**

Anthony Talerico, Jr. welcomed attendees to the Authority’s meeting. Mr. 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. Mr. Talerico stated that there are 2 public comment periods, the first being public comment regarding any of the Board actions and the second being any FMERA business.

The first item of business was the approval of the December 21<sup>st</sup> regular meeting minutes. A motion was made to approve the minutes by Lillian Burry and seconded by Jamera Sirmans.



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

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

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

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

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

Lillian Burry stated that the Committee did not meet this month.

**BOARD ACTIONS**

1. Consideration of Approval of the Amended Interagency Agreement between FMERA and the Borough of Oceanport to contract for civil and environmental engineering services

Laura Draushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 1.

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

Kara Kopach conducted a roll call vote.

NAME	YES	NO
Anthony Talerico	X	
Lillian Burry	X	
Steve Gallo	X	
Jay Coffey	X	
Tracy Buckley	X	
Jamera Sirmans	X	
Jorge Santos	X	

Motion to Approve: STEVE GALLO Second: JAY COFFEY

Ayes: 7

2. Consideration of Approval of the Eighth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement with the Borough of Eatontown for a Department of Public Works Complex on the 1123 Parcel.

Laura Draushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 2.

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

Kara Kopach conducted a roll call vote.

NAME	YES	NO
Anthony Talerico	X	
Lillian Burry	X	
Steve Gallo	X	
Jay Coffey	X	

Tracy Buckley	X	
Jamera Sirmans	X	
Jorge Santos	X	

Motion to Approve: LILLIAN BURRY  
 Ayes: 7

Second: JAY COFFEY

**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 Lillian Burry and seconded by Jamera Sirmans and unanimously approved by all voting members present, the meeting was adjourned at 5:12p.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*  
 \_\_\_\_\_  
 Kara Kopach - Secretary

**Resolution Regarding**  
**Approval of an Amended Interagency Agreement between FMERA and the Borough of Oceanport to**  
**contract for civil and environmental engineering services**

**WHEREAS**, the identified buildings on the Main Post of Fort Monmouth are outdated and not suitable for future use. All four buildings are in locations targeted for utility and infrastructure improvements and/or blight removal. This interagency agreement will enable FMERA to move forward with the blight removal and improvements to the Main Post infrastructure, which will serve both sold properties and future redevelopment projects on the Main Post; and

**WHEREAS**, in particular, FMERA is obligated to demolish Building 885 under its current agreement with Jersey Center Power & Light for buildout of a new substation, while Buildings 550 and 551, and 555 are located near current development and the Project Site containing Buildings 550 and 551 may be used for future public parking. Therefore, demolition will support redevelopment at the Fort including current and future property owners; and

**WHEREAS**, at its June 2022 meeting, the Board approved a Memorandum of Understand (“MOU”) with the Borough of Oceanport (“Borough”) to contract for civil and environmental engineering services for demolition plans and specification including environmental abatement, demolition and site improvements. The Borough selected Colliers Engineering and Design (“Colliers”) as its engineering firm via a formal RFQ process for the calendar year. Accordingly, the Borough retained Colliers to prepare plans and a scope of work (the “Plans”) for the Project. The MOU with the Borough was executed on July 6, 2022; and

**WHEREAS**, the Project scope included one set of demolition plans for the three Project Sites and three additional demolition plans and specification for each of the three (3) Project Sites. The Plans also included surveying services and field/building reconnaissance. Under the terms of MOU, the Plans were to be used by FMERA to bid out environmental abatement and demolition contracts for portions of the Main Post, and FMERA may choose to bid out each of the three identified Project Site either together or separately; and

**WHEREAS**, draft plans were to be provided within 60 days of receiving notice from FMERA to proceed with the Project with 14 days for FMERA to review and comment, and then 14 days for the Borough’s engineer to finalize and deliver the four sets of Plans. Costs for the work was estimated to be \$19,000, with the Board approving a delegation to FMERA’s Executive Director to increase the cost by an amount not to exceed 10% for unforeseen design costs for demolition or environmental abatement. In the event the amount due to the Borough’s contractor for the work described within the MOU is expected to be greater than \$19,000, the Borough is required to notify FMERA that additional Project Funds are required. Any increase in costs is subject to FMERA’s Board approval; and

**WHEREAS**, upon initiating work under the original MOU, Colliers concluded that the amount allocated to the Project did not capture the full cost to complete the work under the MOU. In particular, Collier’s found that the asbestos and environmental testing performed by the Army and relied on to form the basis of the initial Project funding costs was insufficient to meet demolition standards and additional testing was required far beyond what was originally anticipated; and

**WHEREAS**, additionally, FMERA’s original civil engineering cost estimate did not include the necessary manhours to identify each type of construction material (concrete, steel, wood, sheetrock, fiberglass, etc.) found in the four referenced buildings. The scope of work has been amended to indicate the construction material needs to be quantified in terms of the amount of material (linear feet or square feet) and then converted into pounds for each material present and incorporated into the demolition specifications for each building; and

**WHEREAS**, upon the Borough notification to FMERA that the funds under the original MOU would not be sufficient to complete the scope of work, FMERA requested an updated estimate for the scope of the work to include the additional asbestos and environmental testing and surveying work. Under the expanded estimate, the Project funding costs are now estimated to be One Hundred and Ninety-Five Thousand Three Hundred and Sixty-Five (\$195,365.00) Dollars. This increase reflects the inclusion of additional hours for identification of material quantities and required asbestos and environmental testing. All other terms of the MOU remain the same; and

**WHEREAS**, FMERA anticipates entering into a second MOU with Oceanport to engage the Borough's engineer to publicly bid and oversee the remediation and demolition work. Any future MOU will be subject to Board approval; and

**WHEREAS**, staff requests Board approval to enter into this amended interagency agreement utilizing the attached draft MOU between FMERA and the Borough of Oceanport for environmental abatement and demolition design and engineering services. In addition, staff requests committee recommend that the Board grant the Executive Director delegated authority to increase the Project Funding by an amount not to exceed 10% for unforeseen design costs for demolition or environmental abatement; and

**WHEREAS**, the attached amended MOU is in substantially final form. The final terms of the amended MOU will be subject to the approval of the Executive Director, the Borough of Oceanport and as to form by the Attorney General's Office. The Real Estate Committee has reviewed the request and recommends it to the Board for approval.

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves the amended interagency agreement between FMERA and the Borough of Oceanport to contract for civil and environmental engineering services for demolition plans and specifications including environmental abatement, demolition and site improvements, for three Projects Sites that include: Buildings 550 and 551, Building 555, and Building 886, which are all located in the Oceanport section of Fort Monmouth and grant delegated authority to the Executive Director to increase Project Funding by an amount not to exceed 10% for unforeseen design costs for demolition of environmental abatement with final terms acceptable to the Executive Director and a review as to form by the Attorney General's Office and authorizes the Executive Director to execute the Agreement.

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

**ATTACHMENT**

**Dated: January 18, 2023**

**EXHIBIT 1**

**ADOPTED**  
**January 18, 2023**

**Resolution Regarding**  
**Eighth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement with the Borough of Eatontown for a Department of Public Works Complex on the 1123 Parcel**

**WHEREAS**, on May 18, 2016, the Board approved Evaluation Scoring for Local Beneficial Use Requests for the Borough's request to purchase a 7.2-acre tract known as the 1123 Parcel ("the Property") including Buildings 1123, 1124, 1108, 1109 and 1110 located on Echo Avenue, in Eatontown, New Jersey for municipal uses including the relocation of Eatontown's Department of Public Works; and accordingly, the Borough's proposed use of the Property was reviewed and scored by FMERA staff utilizing the Board approved LBU criteria, resulting in a 40% price reduction and sale price of \$886,461.00; and

**WHEREAS**, on January 16, 2019, the Board authorized the execution of the PSARA between FMERA and the Borough for the Property, and the PSARA was executed on May 8, 2019; and

**WHEREAS**, pursuant to the terms of the PSARA, the Borough was provided a ninety-day Due Diligence Period commencing on the Effective Date of the PSARA; an Initial Approval Period of twelve months commencing at the end of the Due Diligence period; and a six-month Approval Extension Period, subject to FMERA approval, with Closing to occur within thirty days of satisfaction or waiver of the Conditions Precedent to Closing; and

**WHEREAS**, under the terms of the First Amendment, executed September 2, 2019, Purchaser agreed to: i) amend the Approval Period to run for a total period not to exceed six months, beginning at the expiration of the Due Diligence Period; and ii) Close within thirty days of the expiration of the amended six month Approval Period, subject to receipt of a NFA letter from the NJDEP for the two environmental carve-out parcels located within the Property and regardless of whether other Conditions Precedent to Closing have been waived or satisfied; and

**WHEREAS**, under the terms of the Second Amendment to the PSARA, the Executive Director agreed to retroactively extend the Approval Period under his Delegated Authority for five months or until October 30, 2020; the Second Amendment was executed on July 30, 2020; and

**WHEREAS**, under the terms of the Third Amendment to the PSARA, an additional five-month extension to the Approval Period, or until April 1, 2021 was approved and the PSARA reinstated; Third Amendment was executed November 29, 2020; and

**WHEREAS**, under the terms of the Fourth Amendment to the PSARA, the Project as set forth in the PSARA was amended to permit the demolition of Building 1124; the Fourth Amendment was executed April 8, 2021; and

**WHEREAS**, on March 30, 2021, via letter correspondence, the Borough requested an additional extension to the Approval Period, set to expire on April 1, 2021, indicating that the Borough needed additional time to respond to its incomplete Mandatory Conceptual Review (MCR) letter and resubmit a revised MCR package for FMERA's review; the Borough was granted an additional four month extension to the Approval Period at the FMERA Board's April 2021 meeting and the Fifth Amendment was executed June 7, 2021; and

**WHEREAS**, on July 8, 2021, via letter correspondence, the Borough requested a one year or twelve-month extension to the Approval Period, set to expire on August 1, 2021, citing outstanding environmental approvals from the NJDEP; the Borough indicated that any potential environmental issues that may arise and/or require additional funding to investigate or resolve would pose financial concerns for the approved 2021 budget and would be considered in the next fiscal year; and

**WHEREAS**, at FMERA's July 2021 Board meeting, the Borough requested and was granted an additional one year or twelve month extension to the Approval Period and the Sixth Amendment was executed on October 14, 2021; and



**WHEREAS**, on June 22, 2022, via letter correspondence, the Borough requested a six-month extension to the Approval Period, set to expire on August 1, 2022, citing unexpected delays that have significantly impacted the Borough's overall timeline; the Borough indicated that it has experienced numerous delays on the DPW project, beginning with pandemic related challenges that prevented the Borough from adhering to its anticipated timeline; and

**WHEREAS**, although the Borough had proceeded in good faith, delays caused the existing improvements, which are intended for reuse, to deteriorate significantly. The Borough wished to further investigate the condition of the buildings and reevaluate the costs associated with remediation and renovation of these facilities, noting that should those costs exceed the current budget for the Project, the Borough would need additional time to approve such expenses; and

**WHEREAS**, the Borough requested and was granted an additional (6) month extension to the Approval Period at the FMERA Board's July 2022 meeting. The Seventh Amendment was executed August 9, 2022; and

**WHEREAS**, on January 9, 2023, via letter correspondence, the Borough requested a four (4) month extension to the Approval Period, set to expire on February 1, 2023, citing the continued, compound effect of unexpected delays that have significantly impacted the Borough's overall timeline; and

**WHEREAS**, the Borough has noted that in the interim, FMERA's issuance of the Mega Parcel Request for Offers to Purchase and the subsequent selection of Netflix, Inc. as the contract purchaser at the Board's December 2022 meeting may impact the Borough's DPW project, including potentially making the Borough eligible for New Jersey Economic Development Authority's Film & Digital Media Studio Infrastructure Grant PILOT program, which is designed to support the development of roadwork or transportation improvements, water and/or sewer lines/service, telecommunications, accessibility, safety improvements, and site remediation work on government owned property which supports the development of a film or digital media studio production facility. The Borough will be pursuing these grants funds, which could substantially offset costs associated with the property's redevelopment and will need additional time to do so; and

**WHEREAS**, FMERA staff has reviewed this request and recommends the Board approve an extension to the Approval Period by four (4) months to June 1, 2023.

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

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves the Eighth Amendment to the PSARA with the Borough of Eatontown for the 1123 Parcel for an extension of the Approval Period on terms substantially consistent to those set forth in the attached memorandum and with final terms acceptable to the Executive Director and the Attorney General's Office and authorizes the Executive Director to execute the Agreement.

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

**Attachment**

**Dated: January 18, 2023**

**EXHIBIT 2**

**MEMORANDUM**

**To:** Members of the Board  
**From:** Kara Kopach  
Executive Director  
**Date:** February 15, 2023  
**Subject:** Monthly Status Report

**Summary**

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

**Treasurer's Report**

Staff is preparing the Authority's 2022 Annual Report and financial statements for presentation to the Audit Committee, which serve as FMERA's Comprehensive Annual Report to meet the requirements of Executive Order No. 37 (2006). It is expected that a draft report and statements will be available for review in mid-March, and finals presented to the Board in April.

The Authority's independent auditors, CliftonLarsonAllen, LLP, have begun their audit of the Authority's 2022 operations. The auditors will report on the Authority's financial statements and accompanying notes, as well as report on the Authority's internal controls and compliance with Government Auditing Standards. Field work is scheduled to begin the last week of February.

**Executive Director's Report**

1. Update on Utilities and Infrastructure

- Construction on the new sanitary pump station, east interceptor, and force main along Oceanport Avenue continues with an expected completion by the 1<sup>st</sup> quarter of 2023. Earle has installed 2400-feet of gravity main along Oceanport and Riverside Avenues south of Parkers Creek. The new pump station and the associated 1,640 feet of force main conduit in Oceanport and Silverside Avenues north of Parkers Creek is substantially complete and projected to go online in May.
- The Phase II sanitary project, which includes the Barker Circle and South Interceptor lines, and the Malterer Avenue main, will be commencing in the next three months. The completed project, along with the East Interceptor and Pump Station, will receive sanitary outfall from the majority of the Oceanport portion of the main post, and allow FMERA to decommission five of the six remaining FMERA operated sanitary pump stations on the main post. The last pump station, though not decommissioned, was shut down in September 2022.
- In Eatontown, FMERA staff is working with Two Rivers Water Reclamation Authority, Colliers, and the Eatontown Sewerage Authority, for the design work that will serve the Monmouth County Motor Pool, Tech Campus B, the Eatontown Parks parcel, and Barracks parcel, and the Tech B parcel with sanitary outfall to the Eatontown Sewerage Authority owned main along Mill Creek.
- FMERA staff continues to work with JCP&L staff toward finalizing the contracts and plans of the proposed electrical substation parcel and 15KVA distribution system.
- FMERA continues to repair, replace, and maintain aged electrical infrastructure as we are in discussions with JCP&L to replace the electric distribution system on the Main Post to correspond with the new substation activation.
- The Facilities and On-site Maintenance Teams continues to maintain and repair heat systems and fire suppressions systems of buildings to be reused by a potential Mega Parcel purchaser.

## 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 property:

- 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 nine 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.
- Parcel F-1 – Myer Center and Building 2705, on December 16, 2022, an approximately 36-acre parcel in Tinton Falls where RWJ Barnabas Health (RWJBH) plans to create a health campus to include a cancer center, medical offices, and a future hospital.

Also in **Tinton Falls**, FMERA has executed contracts on two properties:

- 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.
- Tinton Falls Commercial Parcel (Pulse Power, Building 2719, and the Pistol Range) with RWJBH for 1) construction of a three-story Medical Office Building; 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 34 parcels, and another 5 parcels are under contract or have Board-approved contracts.

Somerset Development and Pulte Group continue to make incredible progress on the Parkers Creek residential development in Oceanport, with model homes open to the public. Nearby, the Allison Hall project has completed extensive demolition, paving the way for the construction of new business lofts, retail, and a waterfront restaurant, among other amenities. 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.

The development team is focusing its efforts on the development of the Mega Parcel. Netflix is currently conducting its due diligence investigations, as the FMERA team continues to complete survey and easement work for the project. Additionally, in conjunction with the Facilities & Infrastructure team, the development team is supporting efforts to have infrastructure updated Fort-wide and for the Mega Parcel, as well as to expend grant funds in support of the same.

As additional businesses and amenities continue to come online, FMERA is working to both promote these new and exciting developments, as well as to provide directional guidance through wayfinding signage. FMERA recently installed new signage on Main Street, highlighting several establishments located in Oceanport, including Birdsmouth Brewery and the Oceanport Municipal Complex. Along Route 35, we've refreshed our existing two-panel sign to highlight several developments within Fort Monmouth. We anticipate ordering and installing at least two more wayfinding signs in the near term, with additional later this year.

It is once again time for FMERA to complete its Annual Report for the prior year. We look forward to highlighting the progress of our incredible projects over the course of 2022. The report will be available to the public in the spring.

Please visit our website, [www.fortmonmouthnj.com](http://www.fortmonmouthnj.com) and follow us on Instagram at @fortmonmouthnj for our latest updates.

  
\_\_\_\_\_

Kara Kopach

Prepared by: Regina McGrade

**Resolution Regarding  
Fifth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement (“PSARA”) with Regional  
Development Group, LLC, subsequently assigned to Barker Circle Partnership, LLC for Barker Circle in  
Oceanport**

**WHEREAS**, FMERA issued a Request for Offers to Purchase (“RFOTP”) in connection with the planned redevelopment of the Barker Circle Complex in Oceanport on March 8, 2017 and the Barker Circle Complex consisting of an approximately 19.5± acre parcel of land containing seven buildings and totaling approximately 198,598 gsf located on Oceanport Avenue in the Main Post Area of Fort Monmouth and located in the Fort’s National Register Historic District, and for which the buildings are therefore subject to historic preservation covenants; and

**WHEREAS**, the PSARA was approved by the Board at its September 2019 meeting and executed on November 7, 2019; and

**WHEREAS**, Regional Development Group, LLC (“RDG”) assigned the PSARA to an affiliate, Barker Circle Partnership, LLC (“BCP”), created specifically for the Project immediately following execution of the PSARA; and

**WHEREAS**, BCP paid Four Million Eight Hundred and Fifty Thousand (\$4,850,000) Dollars for the property and proposes to use the Barker Circle Complex for mixed-uses consisting of seventy-five residential units broken out as sixty market rate units and fifteen affordable housing units subject to confirmation that the affordable housing units satisfy Purchaser’s obligation to set aside at least twenty percent of the total residential units as housing that is affordable to low- and moderate-income households in accordance with N.J.A.C. 19:31C-3.23, purchaser proposes to reuse the remaining buildings for commercial use; and

**WHEREAS**, Purchaser will use best efforts to target a portion of the affordable housing units for occupancy by veterans. Purchaser proposes to reuse the remaining buildings for commercial use. Purchaser intends to ground lease Buildings 275 and 282 from FMERA and take title to the balance of the Property. Purchaser’s site plan and subdivision was then subject to FMERA’s Mandatory Conceptual Review and Oceanport’s planning board review.

**WHEREAS**, at its April 2020 meeting, FMERA staff recommended and the Board approved the First Amendment to the PSARA reinstating the PSARA and extending the due diligence period for approximately sixty days from April 5, 2020 to allow BCP to continue and conclude its due diligence investigations; and

**WHEREAS**, on May 20, 2020, the FMERA Board approved a Rule Modification under of Executive Order 103 (“EO 103”) for Purchase and Sale & Redevelopment Agreements (“PSARAs”), that allows COVID-impacted development projects with purchase prices over \$2,000,000 to request the return of its 10% deposit, as defined under N.J.A.C. 19:31C-2.7(b); and

**WHEREAS**, at the June 16, 2020 meeting, the Board approved the release of the 10% deposit to be used to fund remaining site-work, planning & design required for the Mandatory Conceptual Review process and the Oceanport Planning Board review; the Second Amendment was executed on July 6, 2020; and

**WHEREAS**, at its August meeting the Board approved expanding the allowable uses for Buildings 206, Building 275, and Building 282 to include: office, medical offices exclusive of overnight stays such as physical therapy, business lofts, and accessory childcare in Building 206; restaurant, brewpub, brewery, arts retail such as studios & gallery space, and second-floor office not to exceed fifty percent of the total square footage in Building 282; and theater, arts uses, and ancillary office use in Building 275; the Third Amendment to the PSARA was executed on September 14, 2020; and

**WHEREAS**, on June 15, 2021 FMERA staff received correspondence from BCP requesting the PSARA be amended: a) to delineate the Project requirements among the four subdivisions for the Property and b) to modify the timelines set forth in the PSARA to indicate that should BCP close on the Property prior to the end of the Approval Period that it will Commence Construction of the Project by December 21, 2021; and

**WHEREAS**, regarding its first request, BCP proposed to divide the Property into four subdivisions, to be identified as “Subparcels”: Barker Residential Parcel (approximately 15 acres, including Buildings 205, 207, 208, and 287), Barker Office Parcel (approximately 1.2 acres, including Building 206), the Firehouse Parcel (approximately .8 acres including Building 282), and Kaplan Hall Parcel (approximately 3.5 acres, Building 275); and

**WHEREAS**, regarding Purchaser’s second request, BCP expressed to FMERA staff that it would like to waive all remaining Approvals and close on the Property in August 2021, however in the event of an early closing, BCP requested that the Project Completion timeline remain the same; and

**WHEREAS**, at FMERA’s July 2023 Board meeting, staff recommended and the Board approved, that the PSARA be amended to reflect four subdivisions or “Subparcels:” Barker Residential Parcel, Barker Office Parcel, Firehouse Parcel, and Kaplan Hall Parcel and that Section 5 Purchase Price, Section 7(a) Capital Investment, and Section 7(e) Job Creation of the PSARA be amended to reflect that Purchase Price be allocated on a cost per square foot basis, and the capital investment and permanent job creation requirements be apportioned as described in the attached memorandum; and

**WHEREAS**, further, FMERA staff recommended and the Board approved that Section 7(b) of the PSARA be amended to reflect that the Project may be completed in four phases that correspond with the aforementioned subdivisions. The phases are as follows: Phase I shall include the reuse and renovation of the Barker Residential Parcel for residential use, Phase II shall include the renovation and reuse of the Barker Office Parcel as office space, Phase III shall include the renovation and reuse of the Firehouse Parcel for a restaurant or alternate approved commercial use, and Phase IV shall include the reuse and renovation of the Kaplan Hall Parcel for theater, art, and ancillary office use, and

**WHEREAS**, Phase I shall be considered “residential” and Phases II-IV shall be considered “commercial.” Section 7(b)(ii)(1) shall be further amended to add the following sentence, “Should the Purchaser elect to waive all approvals and close early on the Property, Purchaser shall Commence Construction of the Project by December 21, 2021.” Section 7(b)(ii)(2) has been updated to reflect the Subparcels, but otherwise, the project schedule remains unchanged. Section 7(b)(iii)(3) has been added to make clear that upon Completion of each Phase, the Purchaser may apply for a Certificate of Completion, as governed by N.J.A.C. 19:31C-3.24(f) and pursuant to the terms of the Agreement; and

**WHEREAS**, Oceanport is no longer occupying Building 282, therefore, Subsections 7(b)(v) and 13(b)(iii) and (iv) have been deleted; and

**WHEREAS**, on November 1, 2021, BCP closed on two subdivided parcels of the Property identified as Barker Residential Parcel and Barker Office Parcel and entered into two ground leases with FMERA for Firehouse Parcel and Kaplan Hall Parcel; and

**WHEREAS**, per Section 47(f) the PSARA, BCP is responsible for the costs associated with the installation of a sewer main beginning near the Property’s boundary and Gosselin Avenue, running across the Property to create a connection to a new Two Rivers Water Reclamation Authority (TRWRA) pumping station near Oceanport Avenue; and

**WHEREAS**, while BCP was prepared to install the line independently at its sole cost and expense, FMERA has opted to batch the design and installation of the Phase II “South Interceptor” and the “East Interceptor” TRWRA sewer projects to achieve the most cost effective and efficient process to replace the old Army Sewer system. As FMERA has a Memorandum of Understanding (MOU) with TRWRA for the installation of the South Interceptor, which will traverse and serve the Barker Circle property as well as other third-party users, FMERA will alternatively seek a reimbursement from BCP for its portion of the South Interceptor; and

**WHEREAS**, the estimated cost for the South Interceptor project is approximately \$2,115,511.00. Based on the current anticipated cost for the Barker Circle portion of the project, BCP’s total contribution shall not exceed \$700,000. Upon commencement of construction, FMERA shall notify BCP that a repayment of fifty (50) percent of its portion of the project in the amount of \$350,000 shall be payable to FMERA within thirty (30) days, with the remaining balance due within thirty (30) days of completion of the project, for which FMERA shall also provide notice. As the project is incomplete and subject to change orders, BCP’s final payment shall be adjusted in accordance with actual costs for the project, which FMERA shall provide upon written notice; and

**WHEREAS**, FMERA staff proposes that Section 47(f) be amended as described in detail in the attached memorandum; and

**WHEREAS**, per the PSARA, specifically as amended by the Fourth Amendment, executed on August 10, 2021, FMERA approved the subdivision of the Property into four (4) Subparcels identified as: Barker Residential Parcel, Barker Office Parcel, Firehouse Parcel, and Kaplan Hall Parcel; and

**WHEREAS**, BCP notified FMERA via email dated April 18, 2022, that it wished to assign the Firehouse Ground Lease and the Kaplan Hall Ground Lease to newly formed affiliate entities FIRESTATION PARTNERS, LLC and Theater Arts & Café Partnership LLC, respectively; and

**WHEREAS**, due to BCP's request and prior to FMERA's approval to the assignments, staff is proposing a modification to Section 27(e) of the PSARA to ensure that BCP and the affiliate Assignees remain jointly and severally liable for the entirety of the Project; and

**WHEREAS**, FMERA staff proposes that Section 27(e) of the PSARA be amended to read as follows: In the event of any permitted assignment under this Section 27, Purchaser shall remain jointly and severally liable with each such Affiliate for the portion of the Project assumed by such Affiliate including, without limitation, assignment of the Job Creation Promissory Notes until such time as the Assignee obtains a Certificate of Completion, (it being understood that Purchaser shall remain liable for the whole of the Project). Additionally, if title to different portions of the Property are held by different Affiliates, each Affiliate shall have a separate capital investment, job obligation, purchase price, and commencement and completion timeline for the portion of the Project assigned to the Affiliate; and

**WHEREAS**, BCP provided and FMERA staff has vetted all required documents and materials to permit an assignment and has agreed to this request, subject to a modification to Section 27(e) of the PSARA; and

**WHEREAS**, all other material terms of the PSARA will remain unchanged. The attached Fifth Amendment to the PSARA is in substantially final form. The final terms of the amendment will be subject to the approval of FMERA's Executive Director and the Attorney General's Office. On February 9, 2023, via email, the Real Estate Committee reviewed the request and recommended it to the Board for approval.

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves the Fifth Amendment to the Purchase and Sale & Redevelopment Agreement with Barker Circle Partnership, LLC for Barker Circle in Oceanport on terms substantially consistent to those set forth in the attached memorandum and with final terms acceptable to the Executive Director and the Attorney General's Office and authorizes the Executive Director to execute the Agreement.

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

**Attachment**

**Dated: February 15, 2023**

**EXHIBIT 1**



**MEMORANDUM**

**TO:** Members of the Board

**FROM:** Kara Kopach  
Executive Director

**RE:** Fifth Amendment to Purchase and Sale & Redevelopment Agreement with Regional Development Group, LLC, subsequently assigned to Barker Circle Partnership, LLC for Barker Circle in Oceanport

**DATE:** February 15, 2023

**Request**

I am requesting that the Board approve the Fifth Amendment to the Purchase and Sale & Redevelopment Agreement (“PSARA”) with Regional Development Group, LLC (“RDG”), subsequently assigned to its affiliate, Barker Circle Partnership, LLC (“BCP” or “Purchaser”) for Barker Circle in the Oceanport section of Fort Monmouth.

**Background**

FMERA issued a Request for Offers to Purchase (“RFOTP”) in connection with the planned redevelopment of the Barker Circle Complex in Oceanport on March 8, 2017. The Barker Circle Complex consists of an approximately 19.5± acre parcel of land containing seven buildings (Buildings 205, 206, 207, 208, 275, 282, and 287) totaling approximately 198,598 gsf located on Oceanport Avenue in the Main Post Area of Fort Monmouth. The Barker Circle Complex is located in the Fort’s National Register Historic District and the buildings are considered contributing historic resources and are therefore subject to historic preservation covenants.

Responses to the RFOTP were due on June 2, 2017 and four responses were received from Regional Development Group, Tigger House, Winn Companies, and RPM Development, LLC. An evaluation committee scored the proposals and RDG and RPM Development, LLC were the highest ranked proposals. FMERA requested that both proposers submit a best and final offer and RDG was considered the highest ranked proposal, based on purchase price. As RDG’s proposal was also compliant with the RFOTP, the evaluation committee recommended proceeding with negotiations for a PSARA.

The PSARA was approved by the Board at its September 2019 meeting and executed by FMERA and RDG on November 7, 2019.

With staff prior approval, RDG assigned the PSARA to an affiliate, BCP, created specifically for the Project immediately following execution of the PSARA. BCP remains subject to section 27 of the PSARA and including but is not limited to Chapter 51 compliance, demonstration of financial ability to complete the project, and unqualified and unconditional acceptance of the terms and conditions of the PSARA. The PSARA approved by the Board, and subsequently assigned to BCP, included the following terms, which remain unchanged:

BCP paid Four Million Eight Hundred and Fifty Thousand (\$4,850,000) Dollars for the property. Purchaser proposes to use the Barker Circle Complex for mixed-uses consisting of 75 residential units broken out as sixty (60) market rate units and fifteen (15) affordable housing units (for sale or for rent, solely at Purchaser’s option),



subject to confirmation that the affordable housing units satisfy Purchaser's obligation to set aside at least twenty (20%) percent of the total residential units as housing that is affordable to low- and moderate-income households in accordance with N.J.A.C. 19:31C-3.23. Purchaser will use best efforts to target a portion of the affordable housing units for occupancy by veterans. Purchaser proposes to reuse the remaining buildings for commercial use. Purchaser intends to ground lease Buildings 275 and 282 from FMERA and take title to the balance of the Property. Purchaser's site plan and subdivision was then subject to FMERA's Mandatory Conceptual Review and Oceanport's planning board review.

### **First Amendment**

The PSARA was executed on November 7, 2019 and included a due diligence period of ninety (90) days, with the option to extend the due diligence period for an additional sixty (60) days. Based on the complexity of the site and the historic nature of the property, additional time was required to fully assess and characterize the site. Under the Executive Director's discretion to administer the Board-approved PSARA, due diligence was extended until April 5, 2020. On April 1, 2020, BCP's counsel issued a letter to FMERA that conditionally terminated the PSARA to prevent due diligence from expiring and sought FMERA staff to ask the Board to provide an additional extension to the due diligence period. At its April 2020 meeting, FMERA staff recommended and the Board approved reinstating the PSARA and extending the due diligence period for approximately sixty (60) days from April 5, 2020 to allow for BCP to continue and conclude its due diligence investigations.

### **Second Amendment & Rule Modification**

On May 20, 2020, the FMERA Board approved a Rule Modification under of Executive Order 103 ("EO 103") for Purchase and Sale & Redevelopment Agreements ("PSARAs"), that allows COVID-impacted development projects with purchase prices over \$2,000,000 to request the return of its 10% deposit, as defined under N.J.A.C. 19:31C-2.7(b).

On June 1, 2020, BCP submitted a request to FMERA via letter, requesting the release of its 10% deposit and provided justification which demonstrated COVID-driven impacts to the project. BCP's letter cited delays obtaining financing through financial institutions and the on-going development of new lending criteria in response to the pandemic, as significant hurdles to the project's development. The release of the 10% deposit was to be used to fund remaining site-work, planning & design required for the Mandatory Conceptual Review process and the Oceanport Planning Board review. BCP certified this financial hardship and use of the deposit prior to its release via a correspondence on June 9, 2020. As a result, the Deposit under the Agreement was reduced to five percent (5%) of the original Purchase Price in the sum of \$242,500 and the balance of the remaining Deposit in the sum of \$485,000 plus accrued interest was refunded to BCP on July 6, 2020.

### **Third Amendment**

BCP proposed to reuse the remaining buildings Barker Circle buildings for commercial use; Building 206 as office space, Building 275 as a theater, and Building 282 as a restaurant.

On July 1, 2020, FMERA staff received a correspondence from BCP requesting an expansion of the allowable uses permitted in the buildings slated for commercial redevelopment. BCP cited current irregularities and vagaries of the real estate marketplace as cause for concern, noting that the targeted uses for Buildings 206, 275, and 282 have been subject to significant hardship in 2020 and face an unforeseeable future.

FMERA staff reviewed this request in conjunction with RFOTP issued on March 8, 2017, which permitted residential, office/research & development, institutional and/or health care related use-proposals in Buildings 205-208 and Building 287. In addition, it permitted alternate uses for the Fire House (Building 282) and Kaplan Hall (Building 275) which included office/research & development, retail, or other commercial uses. Museum or arts center uses were also accepted for Kaplan Hall.

Based on the aforementioned, at its August meeting the Board approved expanding the allowable uses for Buildings 206, Building 275, and Building 282 to include: office, medical offices exclusive of overnight stays such as physical therapy, business lofts, and accessory childcare in Building 206; restaurant, brewpub, brewery, arts retail

such as studios & gallery space, and second-floor office not to exceed fifty percent (50%) of the total square footage in Building 282; and theater, arts uses, and ancillary office use in Building 275. The Third Amendment to the PSARA was executed on September 14, 2020.

#### **Fourth Amendment**

On June 15, 2021, FMERA staff received correspondence from BCP requesting the PSARA be amended: a) to delineate the Project requirements among the four (4) subdivisions for the Property to divide its commercial and residential financing to satisfy its lender and b) to modify the timelines set forth in the PSARA to indicate that should BCP close on the Property prior to the end of the Approval Period that it will Commence Construction of the Project by December 21, 2021.

Regarding its first request, BCP proposed to divide the Property into four (4) subdivisions, to be identified as “Subparcels”: Barker Residential Parcel (approximately 15 acres, including Buildings 205, 207, 208, and 287), Barker Office Parcel (approximately 1.2 acres, including Building 206), the Firehouse Parcel (approximately .8 acres including Building 282), and Kaplan Hall Parcel (approximately 3.5 acres, Building 275).

Regarding Purchaser’s second request, BCP expressed to FMERA staff that it would like to waive all remaining Approvals and close on the Property in August 2021, however in the event of an early closing, BCP requested that the Project Completion timeline remain the same.

At FMERA’s July 2023 Board meeting, staff recommended and the Board approved, that the PSARA be amended to reflect four subdivisions or “Subparcels:” Barker Residential Parcel, Barker Office Parcel, Firehouse Parcel, and Kaplan Hall Parcel and that the Section 5 Purchase Price, Section 7(a) Capital Investment, and Section 7(e) Job Creation of the PSARA be amended to reflect that Purchase Price be allocated on a cost per square foot basis, and the capital investment and permanent job creation requirements be apportioned as follows:

Barker Residential Parcel shall have a purchase price of \$3,744,430.32, a capital investment of \$19,500,000, and three permanent (3) jobs will be created on the subparcel; Barker Office Parcel shall have a purchase price of \$764,844.68, a capital investment of \$1,700,000, and four (4) permanent jobs will be created on the subparcel; Firehouse Parcel shall have a purchase price of \$153,443, a capital investment of \$500,000, and twenty-nine (29) permanent jobs will be created on the subparcel; and Kaplan Hall Parcel shall have a purchase price of \$187,282, a capital investment of \$800,000, and four permanent (4) jobs will be created on the subparcel.

Further, FMERA staff recommended and the Board approved that Section 7(b) of the PSARA be amended to reflect that the Project may be completed in four (4) phases that correspond with the aforementioned subdivisions. The phases are as follows: Phase I shall include the reuse and renovation of the Barker Residential Parcel for residential use, Phase II shall include the renovation and reuse of the Barker Office Parcel as office space, Phase III shall include the renovation and reuse of the Firehouse Parcel for a restaurant or alternate approved commercial use, and Phase IV shall include the reuse and renovation of the Kaplan Hall Parcel for theater, art, and ancillary office use. Phase I shall be considered “residential” and Phases II-IV shall be considered “commercial.” Section 7(b)(ii)(1) shall be further amended to add the following sentence, “Should the Purchaser elect to waive all approvals and close early on the Property, Purchaser shall Commence Construction of the Project by December 21, 2021.” Section 7(b)(ii)(2) has been updated to reflect the Subparcels, but otherwise, the project schedule remains unchanged. Section 7(b)(iii)(3) has been added to make clear that upon Completion of each Phase, the Purchaser may apply for a Certificate of Completion, as governed by N.J.A.C. 19:31C-3.24(f) and pursuant to the terms of the Agreement.

Lastly, as Oceanport was no longer occupying Building 282, Subsections 7(b)(v) and 13(b)(iii) and (iv) have been deleted.

### **Fifth Amendment**

On November 1, 2021, BCP closed on two subdivided parcels of the Property identified as Barker Residential Parcel and Barker Office Parcel and entered into two ground leases with FMERA for Firehouse Parcel and Kaplan Hall Parcel

### **Sewer Obligations**

Per Section 47(f) the PSARA, BCP is responsible for the costs associated with the installation of a sewer main beginning near the Property's boundary and Gosselin Avenue, running across the Property to create a connection to a new Two Rivers Water Reclamation Authority (TRWRA) pumping station near Oceanport Avenue.

While BCP was prepared to install the line independently at its sole cost and expense, FMERA has opted to batch the design and installation of the Phase II "South Interceptor" and the "East Interceptor" TRWRA sewer projects to achieve the most cost effective and efficient process to replace the old Army Sewer system. As FMERA has a Memorandum of Understanding (MOU) with TRWRA for the installation of the South Interceptor, which will traverse and serve the Barker Circle property as well as other third-party users, FMERA will alternatively seek a reimbursement from BCP for its portion of the South Interceptor.

The estimated cost for the South Interceptor project is approximately \$2,115,511.00. Based on the current anticipated cost for the Barker Circle portion of the project, BCP's total contribution shall not exceed \$700,000. Upon commencement of construction, FMERA shall notify BCP that a repayment of fifty (50) percent of its portion of the project in the amount of \$350,000 shall be payable to FMERA within thirty (30) days, with the remaining balance due within thirty (30) days of completion of the project, for which FMERA shall also provide notice. As the project is incomplete and subject to change orders, BCP's final payment shall be adjusted in accordance with actual costs for the project, which FMERA shall provide upon written notice.

FMERA staff proposes that Section 47(f) be amended to read as follows:

Purchaser shall be responsible for reimbursing FMERA for the construction of a new TRWRA sewer main connecting to the newly installed sanitary sewer main near the intersection of Gosselin Avenue and Murphy Drive and running eastward through the Property to the boundary of the Property along Oceanport Avenue (South Interceptor). BCP's total contribution shall not exceed Seven Hundred Thousand (\$700,000) Dollars. Upon commencement of construction, FMERA shall notify BCP in writing that a payment of fifty (50%) percent of its portion of the project in the amount of Three Hundred and Fifty Thousand (\$350,000) Dollars shall be paid to FMERA within thirty (30) days of receipt of such notice. Upon completion of the South Interceptor, FMERA shall notify BCP in writing of the remaining balance which shall be due within thirty (30) days of FMERA's receipt of such notice. BCP's final payment shall be adjusted in accordance with actual costs for the project, which will be included in the notice, but in no event shall the total costs for BCP portion of the South Interceptor exceed Seven Hundred Thousand (\$700,000) Dollars. BCP, or its successor interest, shall establish an account with TRWRA and grant TRWRA, at no cost, an easement for the new sewer main. Purchaser shall also grant TRWRA the necessary easements e.g., permanent easements, temporary construction easements, access easements, etc.) all at no cost or expense, for a new sewer main to be constructed and installed along Oceanport Avenue by TRWRA or FMERA.

### **Assignment Agreement**

Per the PSARA, specifically as amended by the Fourth Amendment, executed on August 10, 2021, FMERA approved the subdivision of the Property into four (4) Subparcels identified as: Barker Residential Parcel, Barker Office Parcel, Firehouse Parcel, and Kaplan Hall Parcel.

BCP notified FMERA via email dated April 18, 2022, that it wished to assign the Firehouse Ground Lease and the Kaplan Hall Ground Lease to newly formed affiliate entities FIRESTATION PARTNERS, LLC and Theater Arts & Café Partnership LLC, respectively.

Due to BCP's request and prior to FMERA's approval to the assignments, staff is proposing a modification to Section 27(e) of the PSARA to ensure that BCP and the affiliate Assignees remain jointly and severally liable for the entirety of the Project.

FMERA staff proposes that Section 27(e) of the PSARA be amended to read as follows:

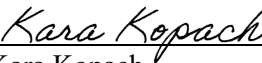
In the event of any permitted assignment under this Section 27, Purchaser shall remain jointly and severally liable with each such Affiliate for the portion of the Project assumed by such Affiliate including, without limitation, assignment of the Job Creation Promissory Notes until such time as the Assignee obtains a Certificate of Completion, (it being understood that Purchaser shall remain liable for the whole of the Project). Additionally, if title to different portions of the Property are held by different Affiliates, each Affiliate shall have a separate capital investment, job obligation, purchase price, and commencement and completion timeline for the portion of the Project assigned to the Affiliate.

BCP provided and FMERA staff has vetted all required documents and materials to permit an assignment and has agreed to this request, subject to a modification to Section 27(e) of the PSARA.

All other material terms of the PSARA as presented to the Committee and the Board will remain unchanged. The attached Fifth Amendment to PSARA is in substantially final form. The final terms of the amendment will be subject to the approval of FMERA's Executive Director and as to form by the Attorney General's Office. On February 9, 2023, via email, the Real Estate Committee reviewed the request and recommended it to the Board for approval.

**Recommendation**

In summary, I am requesting that the Board approve the Fifth Amendment to the Purchase and Sale & Redevelopment Agreement ("PSARA") with Barker Circle Partnership, LLC, for Barker Circle in the Oceanport section of Fort Monmouth.

  
\_\_\_\_\_  
Kara Kopach

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

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

**THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT** (this "**Amendment**") is entered into and effective as of this \_\_\_\_\_ day of February 2023 by and between **FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY** ("**Seller**") and **BARKER CIRCLE PARTNERSHIP, LLC**, a limited liability company of the State of New Jersey, as assignee from Regional Development Group, LLC ("**RDG**") ("**Purchaser**") (Seller and Purchaser shall be referenced to collectively herein as the ("**Parties**").

**WITNESSETH:**

**WHEREAS**, the Seller and Regional Development Group, LLC ("**RDG**") have heretofore entered into a certain Purchase and Sale Agreement and Redevelopment Agreement dated as of November 7, 2019 (the "**Agreement**"), as to which Agreement Purchaser's rights, interests, obligations, duties, liabilities, and commitments were subsequently assigned by RDG to Barker Circle Partnership, LLC ("**BCP**"), and which Agreement has been amended by the First Amendment to the Purchase and Sale and Redevelopment Agreement, dated May 14, 2020, the Second Amendment to the Purchase and Sale and Redevelopment Agreement, dated July 6, 2020, the Third Amendment to the Purchase and Sale and Redevelopment Agreement, dated September 14, 2020, and the Fourth Amendment to the Purchase and Sale and Redevelopment Agreement, dated August 10, 2021 (collectively, the "**Agreement**") whereby Seller agreed to sell and Purchaser agreed to purchase and redevelop an approximately 19.5± acre parcel of land containing seven buildings (Buildings 205, 206, 207, 208, 275, 282, and 287) totaling approximately 198,598 g.s.f located on Oceanport Avenue in the Main Post Area of Fort Monmouth; and

**WHEREAS**, in the First Amendment to the Agreement, the FMERA Board agreed to reinstate the PSARA and grant an extension to the Due Diligence Period of sixty (60) days; and

**WHEREAS**, in the Second Amendment to the Agreement, under Rule Modification to N.J.A.C. 19:31C-2.7(b) approved by the Board on May 20, 2020, ten percent (10%) of the Purchaser's Deposit was released back to the Purchaser to fund remaining site-work, planning and design required for the Mandatory Conceptual Review process and the Oceanport Planning Board review; and

**WHEREAS**, in the Third Amendment to the Agreement, the FMERA Board agreed to expand the uses permitted pursuant to Section 7 of the Agreement by allowing office, medical offices such as physical therapy, business lofts, and accessory childcare in Building 206; restaurant, brewpub, brewery, arts retail such as studios & gallery space, and second-floor office not to exceed fifty percent (50%) of the total square footage in Building 282; and theater, arts uses, and ancillary office use in Building 275; and

**WHEREAS**, in the Fourth Amendment to the Agreement, the FMERA Board approved the subdivision of the Property into four (4) Subparcels with each Subparcel being assigned a portion of the Purchase Price (PP) and Capital Investment (CI) value. The Subparcels were apportioned as follows: Barker Residential Parcel (PP: \$3,744,430.32, CI: \$19,500,000), Barker Office Parcel (PP: \$764,844.68, CI: \$1,700,000), Firehouse Parcel (PP: \$153,443, CI: \$500,000), and Kaplan Hall Parcel (PP: \$187,282, CI: \$800,000); the Project was revised to permit completion in four (4) Phases tied to each Subparcel; and

**WHEREAS**, on November 1, 2021, BCP closed on two subdivided parcels of the Property identified as Barker Residential Parcel and Barker Office Parcel and entered into two ground leases with FMERA for Firehouse Parcel and Kaplan Hall Parcel; and

**WHEREAS**, per PSARA Section 47(f), BCP is responsible for the costs associated with the installation of a sewer main beginning near Gosselin Avenue and traversing its Property to connect to a Two Rivers Water Reclamation Authority (TRWRA) pumping station near Oceanport Avenue ("**Barker Sewer Line**"); and

**WHEREAS**, FMERA has entered into an MOU with TRWRA for replacement of the old Army sewer system, which included multiple phases; and

**WHEREAS**, to achieve the most cost effective and efficient process to replace the old Army Sewer system FMERA has opted to batch the design and installation of the Phase II “South Interceptor” that contains the Barker Sewer Line with the “East Interceptor” TRWRA sewer project currently underway; and

**WHEREAS**, FMERA wants to amend the Agreement with BCP to permit TRWRA to build the Phase II “South Interceptor” on an expedited basis and seek a reimbursement from BCP for its portion of the South Interceptor; and

**WHEREAS**, upon commencement of construction, FMERA shall notify BCP in writing that fifty (50%) percent of BCP’s reimbursement in the amount of Three Hundred Fifty Thousand (\$350,000) Dollars shall be payable to FMERA within thirty (30) days of receipt of such notice, and upon written notice by FMERA to BCP of the completion of the South Interceptor, BCP shall pay the remaining balance within thirty (30) days of such receipt of the notice, in an amount that shall not exceed Seven Hundred Thousand (\$700,000) Dollars; and

**WHEREAS**, via email dated April 18, 2022, BCP notified FMERA that it wished to assign the Firehouse Ground Lease and the Kaplan Hall Ground Lease to newly formed affiliate entities FIRESTATION PARTNERS, LLC and Theater Arts & Café Partnership LLC, respectively; and

**WHEREAS**, FMERA must first amend the Agreement to ensure BCP and the affiliate Assignees remain jointly and severally liable for the entirety of the Project prior to consent to an assignment of interest; and

**WHEREAS**, Purchaser and Seller wish to amend and modify the obligations of Purchaser and Seller under the Agreement and clarify the defined terms as set forth below.

**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; Defined Terms. The recitals set forth above are hereby incorporated herein as if set forth in full in the body of this Fifth Amendment. Capitalized terms used but not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
2. **Section 47(f)** shall be deleted and replaced with the following:

Purchaser shall be responsible for reimbursing FMERA for the construction of a new TRWRA sewer main connecting to the newly installed sanitary sewer main near the intersection of Gosselin Avenue and Murphy Drive and running eastward through the Property to the boundary of the Property along Oceanport Avenue (South Interceptor). BCP’s total contribution shall not exceed Seven Hundred Thousand (\$700,000) Dollars. Upon commencement of construction, FMERA shall notify BCP in writing that a payment of fifty (50%) percent of its portion of the project in the amount of Three Hundred and Fifty Thousand (\$350,000) Dollars shall be paid to FMERA within thirty (30) days of receipt of such notice. Upon completion of the South Interceptor, FMERA shall notify BCP in writing of the remaining balance which shall be due within thirty (30) days of FMERA’s receipt of such notice. BCP’s final payment shall be adjusted in accordance with actual costs for the project, which will be included in the notice, but in no event shall the total costs for BCP portion of the South Interceptor exceed Seven Hundred Thousand (\$700,000) Dollars. BCP, or its successor interest, shall establish an account with TRWRA and grant TRWRA, at no cost, an easement for the new sewer main. Purchaser shall also grant TRWRA the necessary easements e.g., permanent easements, temporary construction easements, access easements, etc.) all at no cost or expense, for a new sewer main to be constructed and installed along Oceanport Avenue by TRWRA or FMERA.

**Section 27(e)** shall be deleted and replaced in its entirety with the following:

In the event of any permitted assignment under this Section 27, Purchaser shall remain jointly and severally liable with each such Affiliate for the portion of the Project assumed by such Affiliate including, without limitation, assignment of the Job Creation Promissory Notes until such time as the Assignee obtains a Certificate of Completion, (it being understood that Purchaser shall remain liable for the whole of the Project). Additionally, if title to different portions of the Property are held by different Affiliates, each Affiliate shall have a separate capital investment, job obligation, purchase price, and commencement and completion timeline for the portion of the Project assigned to the Affiliate.

3. Entire Agreement, Ratifications and Reconciliation. The Agreement and this Fifth 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 Fifth Amendment, the Agreement is hereby ratified and remains in full force and effect. The terms and provisions of this Fifth 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 Fifth Amendment and any terms or provisions of the Agreement, such term or provision of this Fifth Amendment shall control.

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

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

6. Counterparts. This Fifth 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 Fifth 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 hereto have executed this Amendment as of the date first above written:

ATTEST

SELLER

FORT MONMOUTH ECONOMIC  
REVITALIZATION AUTHORITY

---

---

By: Kara Kopach  
Title: Executive Director

ATTEST

PURCHASER  
Barker Circle Partnership, LLC

---

---

By: Fuller H. Brooks  
Title: Managing Member