

**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 – March 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 Interagency Agreement between FMERA and the Borough of Eatontown to contract for the design of Water Extension Phase IV.
 2. Consideration of Approval of an Amendment to the Memorandum of Understanding between FMERA and the TRWRA regarding the Nurses Quarters Property.
 3. Consideration of Approval of an Amendment to the Memorandum of Understanding between FMERA and the TRWRA regarding the Construction of the Phase 2 New Gravity Sewer Lines.
11. **Other Items**
12. **Public Comment Regarding any FMERA Business**
13. **Adjournment**



**Fort Monmouth Economic Revitalization Authority
Board Meeting
February 15, 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**
- 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 5:03p.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.

Mayor Talerico stated that the Board would not be taking any action on the Howard Commons Board action that was sent in a previous agenda to the Board.

The first item of business was the approval of the January 18th regular meeting minutes. A motion was made to approve the minutes by Lillian Burry and seconded by Steve Gallo.

Kara Kopach conducted a roll call vote.

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

Motion to Approve: LILLIAN BURRY
Ayes: 7

Second: STEVE GALLO

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

There was no public comment.

EXECUTIVE DIRECTOR/SECRETARY’S REPORT & UPDATE

FMERA is appreciative of the FMERA Board members serving over the last year and their constant support of the FMERA mission. FMERA also would like to thank the Boroughs and the County, for their continued support of this redevelopment project. FMERA thanked Monmouth County District 6 for their help with the Fort’s landscaping.

Amongst the many other redevelopment projects, the FMERA team has been working diligently on the \$18.5 million in infrastructure projects pending this year and have already started to plan for, design and construct this new infrastructure. We expect development growth to continue throughout the year and these infrastructure improvements will lead to the continued success of the development.

COMMITTEE REPORTS

1. AUDIT COMMITTEE

Anthony Talerico, Jr. stated that the Committee met on January 24th and discussed the following:

- Review of 2022 Audit Plan and other matters with the Authority’s auditor CliftonLarsonAllen. Additional information will be forthcoming upon completion of the 2022 audit.

2. REAL ESTATE COMMITTEE

Anthony Talerico, Jr. stated that the Real Estate Committee met on February 7th and discussed the following:

- Discussion regarding the Fifth Amendment to the PSARA Barker Circle Partnership, LLC for Barker Circle in Oceanport.
 - BCP will reimburse FMERA \$700,000 for the cost of the installation of the TRWRA Phase II “South Interceptor” sewer projects.
 - The PSARA will be amended to state that the BCP shall remain jointly and severally liable with each such Affiliate for the portion of the Project assumed by each of the Affiliates of the project

The Committee reached a consensus and agreed to recommend to the Board for approval.

Other Items:

1. Mega Parcel
2. Monmouth County MOU
3. JCP&L Distribution Agreement
4. TRWRA MOU Amendment

3. ENVIRONMENTAL STAFF ADVISORY COMMITTEE (ELIZABETH DRAGON, CHAIRWOMAN)

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

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

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

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 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.

Laura Drahushak 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

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 Jay Coffey 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
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
Date: March 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, Update on Development & Marketing and Update on the Fort Monmouth Redevelopment

Treasurer's Report

The Authority's independent auditors, CliftonLarsonAllen, LLP, completed their fieldwork the week of February 13 and continue 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. The auditors will report their findings to the Audit Committee at the Committee's April meeting. Subject to the Audit Committee's recommendation, the 2022 Comprehensive Annual Report including the audited financial statements will be forwarded to the Board for their review and approval at the April meeting.

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 1st 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 few 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, 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 has been completed.
- 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.

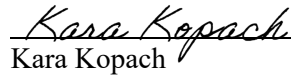
The development team is focusing its efforts on the development of the Mega Parcel. Netflix is currently conducting its due diligence investigations, as the FMERA team continues to complete survey and easement work for the project. Additionally, in conjunction with the Facilities & Infrastructure team, 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 and follow us on Instagram at @fortmonmouthnj for our latest updates.


Kara Kopach

Prepared by: Regina McGrade

**Resolution Regarding
Interagency Agreement between the Fort Monmouth Economic Revitalization Authority and the Borough of
Eatontown to contract for the design of Water Extension Phase IV**

WHEREAS, the water mains which service the Main Post of Fort Monmouth are outdated and not suitable for future water usage requirements. Therefore, new mains must be installed to provide potable water service for current and future property owners. This interagency agreement will enable FMERA to move forward with the design of water main Phase IV, which will serve both sold properties and prospective purchasers on the Main Post, including Parcels 7 & 8, and eliminate the Army water system; and

WHEREAS, FMERA will make Twenty-Eight Thousand Eight Hundred and Fifty (\$28,850.00) Dollars in funding available to the Borough of Eatontown through a Memorandum of Understanding (MOU) to pay for all costs associated with design and engineering services related to Water Extension Phase IV design, (“Project Funding”). These funds are budgeted for this expense in the 2023 FMERA budget; and

WHEREAS, accordingly, the Borough has retained T&M Associates as their Borough Engineer for FY 23 to prepare plans and a scope of work (the “Plans”) for the Project pursuant to the Local Public Contract Law. This may also include surveying services, field reconnaissance, test pits, certification applications for Soil and Erosion Control, typical NJDOT Lane Closure Plans, and a NJDOT Permit Application for Utility Opening (MT17A); and

WHEREAS, the Plans will be used by FMERA to contract with New Jersey American Water (NJAW) for the installation of a water main for portions of Fort Monmouth. The consideration for this interagency agreement is the Borough of Eatontown expediting the water main work for the eventual installation and operation of a water main on the Main Post to provide updated water service to current and future property owners and eliminate the Army water system; and

WHEREAS, the Borough selected T&M Associates via a formal RFP process for the calendar year 2023. By using the Borough of Eatontown’s engineers for this work, FMERA will save the time and expense of initiating its own RFP process. Also, utilizing the Borough engineers will ensure that the project will comply with all permitting requirements and that the improvements will meet the Borough’s standards; and

WHEREAS, if FMERA contracts separately for design and study services regarding the Project, FMERA shall notify the Borough of Eatontown of all services completed outside of this agreement; and

WHEREAS, the Authority will enter into this interagency agreement utilizing the attached draft MOU between FMERA and the Borough of Eatontown for this design work. The attached MOU is in substantially final form. The final terms of the MOU will be subject to the approval of the Executive Director and a review as to form by the Attorney General's Office, as well as the Borough of Eatontown. 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 interagency agreement between FMERA and the Borough of Eatontown to initiate and complete the design of Water Extension Phase IV on Fort Monmouth Main Post. This agreement will enable FMERA to move forward with planned upgrades and improvements to the water supply infrastructure.

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

Attachment

Dated: March 15, 2023

EXHIBIT 1

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

RE: Approval of the Interagency Agreement between FMERA and the Borough of Eatontown to contract for the design of Water Extension Phase IV.

DATE: March 15, 2023

Request

I am requesting that the Board approve the interagency agreement between FMERA and the Borough of Eatontown to initiate and complete the design of Water Extension Phase IV on Fort Monmouth Main Post. This agreement will enable FMERA to move forward with planned upgrades and improvements to the water supply infrastructure.

Background

The water mains which service the Main Post of Fort Monmouth are outdated and not suitable for future water usage requirements. Therefore, new mains must be installed to provide potable water service for current and future property owners. This interagency agreement will enable FMERA to move forward with the design of water main Phase IV, which will serve both sold properties and prospective purchasers on the Main Post, including Parcels 7 & 8, and eliminate the Army water system.

FMERA will make Twenty-Eight Thousand Eight Hundred and Fifty (\$28,850.00) Dollars in funding available to the Borough of Eatontown through a Memorandum of Understanding (“MOU”) to pay for all costs associated with design and engineering services related to Water Extension Phase IV design, (“Project Funding”). These funds are budgeted for this expense in the 2023 FMERA budget. Accordingly, the Borough has retained T&M Associates as their Borough Engineer for FY23 to prepare plans and a scope of work (the “Plans”) for the Project pursuant to the Local Public Contract Law. This may also include surveying services, field reconnaissance, test pits, certification applications for Soil and Erosion Control, typical NJDOT Lane Closure Plans, and a NJDOT Permit Application for Utility Opening (MT17A). The Plans will be used by FMERA to contract with New Jersey American Water (NJAW) for the installation of a water main for portions of Fort Monmouth. The consideration for this interagency agreement is the Borough of Eatontown expediting the water main work for the eventual installation and operation of a water main on the Main Post to provide updated water service to current and future property owners and eliminate the Army water system.

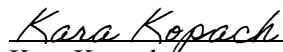
The Borough selected T&M Associates via a formal RFP process for the calendar year 2023. By using the Borough of Eatontown’s engineers for this work, FMERA will save the time and expense of initiating its own RFP process. Also, utilizing the Borough engineers will ensure that the project will comply with all permitting requirements and that the improvements will meet the Borough’s standards.

If FMERA contracts separately for design and study services regarding the Project, FMERA shall notify the Borough of Eatontown of all services completed outside of this agreement.

The Authority will enter into this interagency agreement utilizing the attached draft MOU between FMERA and the Borough of Eatontown for this design work. The attached MOU is in substantially final form. The final terms of the MOU will be subject to the approval of the Executive Director and a review as to form by the Attorney General's Office, as well as the Borough of Eatontown. 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 interagency agreement between FMERA and the Borough of Eatontown to initiate and complete the design of Water Extension Phase IV on the Fort Monmouth main post.



Kara Kopach

Attachment: Memorandum of Understanding
Prepared by: Kara Kopach

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated the ____ day of _____, 2023, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority (“FMERA”) and the Borough of Eatontown (the “Borough”) regarding the Project (as defined below), including the planning (to include preparation of all applications and associated engineering design services), survey and design of Water Extension Phases IV on Fort Monmouth Main Post. FMERA and the Borough are collectively referred to herein as the “Parties.”

WHEREAS, FMERA seeks the Borough’s assistance in planning and carrying out the Project (as defined below) in order to move forward with planned upgrades and improvements to the water supply infrastructure to support FMERA’s redevelopment of the Main Post Property;

WHEREAS, the Borough has procured, in accordance with all applicable law, the services of T&M Associates as the Borough Engineer for Eatontown for the calendar year 2023;

NOW THEREFORE, the Parties enter into this Memorandum of Understanding to reflect the mutual understanding of the Parties relative to the Project, as defined below.

1. **Project Site**: The Project Site will consist of an area within or around the former Fort Monmouth Main Post as further defined below. The Phase IV water extension begins within the bounds Todd Avenue, in the Borough of Oceanport, along the western bounds of the Fitness Center parcel at a tangent point of the Phase 3A water main, now owned and operated by NJAW. The water main shall then proceed approximately 1330’ in a general southern and southeastern direction along the thoroughfares of Todd Avenue and Oceanport Way. Presently, both thoroughfares are owned by FMERA. This area is shown on the survey plan entitled ALTA/ACSM Land Title Survey dated 11/6/15 entitled “Fort Monmouth Phase Two Parcel Section A and B” prepared by Langan Engineering, and further described as a portion of Tax Block 101, Lots 1, 2, and 3 within the tax maps of the Borough of Oceanport.
2. **The Project**
 - a. The “Project” consists of the following five tasks: (i) Topographic Survey and Base Mapping utilizing available Monmouth County aerial information; (ii) Sub Surface Evaluation performed using test pits at critical locations; (iii) Preliminary Design Drawing preparation; (iv) Preparation and submission of certification application for erosion and sediment control, preparation of typical NJDOT Lane Closure Plans, and a NJDOT Permit Application for Utility Opening (if required); and, (v) Final Construction Drawings for submission to New Jersey American Water (“NJAW”); at a maximum not-to-exceed cost of \$28,850.00. The NJAW application fee and any other permit requirements required for construction are to be borne by FMERA directly and are not included within the Project.

- b. The water mains shall be designed to standards and requirements of NJAW.
- c. The “Project” shall be located in the areas generally shown on the sketch attached to this MOU as Exhibit “A”.

3. **FMERA’s Role and Responsibilities:** FMERA will be responsible for performing the following tasks under this MOU:

- a. Review and approve the proposed Project:
 - i. Survey, Design, Drawings, planning and permitting budget.
- b. Grant to the Borough and its consultants and contractors a license to enter Fort Monmouth, a form of which is attached as Exhibit “C”, as needed to perform the Project.
 - i. Any contract that the Borough enters into for the Project shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA and the Borough 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.
- c. Provide the Borough with copies of plans, drawings, reports and any other available information related to the Project Site, infrastructure and buildings to the extent such plans, drawings, reports and information are available to FMERA.
- d. Provide the Borough with a Notice to Proceed on each task of work as referenced in Section 2(a).
- e. FMERA hereby confirms to the Borough that FMERA has funding in the amount of \$28,850 (the “Project Funds”) for the payment of Project costs and expenses, based on a proposal to perform the work by T&M Associates, a copy of which is attached hereto as Exhibit “B”.
 - i. In the event the amounts due to the Borough’s Engineer for the Project is expected to be greater than \$28,850, the Borough will notify FMERA before incurring any additional charges. Any increase in the cost beyond the \$28,850.00 is subject to FMERA's approval.

4. **The Borough’s Role and Responsibilities:** The Borough will be responsible for the following tasks under this MOU:

- a. Project Funds: The Borough shall use Project Funds disbursed by FMERA to the Borough to pay the costs of the Borough's Engineer to complete the Project. The Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Project.
- b. Contractors and Consultants: The Parties acknowledge that the Borough has retained and entered into agreements and contracts with T&M Associates ("T&M") to assist in connection with the Project. Any and all contracts with consultants or contractors entered into by the Borough in connection with the Project shall be advertised, solicited and selected by the Borough in accordance with applicable procurement requirements. FMERA authorizes the Borough to direct T&M to begin and complete Project work under the terms set forth herein.
- c. Project Schedule: The Borough Engineer will prepare an estimated project schedule that includes bidding, permitting, and any necessary approvals, subject to FMERA approval.
- d. Project Completion: The Borough, through the consultants and contractors hired for the Project, shall cause the Project to be completed as quickly as reasonably possible but the water main survey and design work shall be completed no later than July 1, 2023.
- e. Project exceptions: FMERA shall notify the Borough if any/all of the survey, design and planning of the water main and associated services are to be completed outside of this MOU. Upon notification of FMERA utilizing an alternate means to complete the water main installation and service for the Oceanport section of the Main Post of Fort Monmouth, the Borough shall incur no additional costs and return any unused monies under this agreement.
- f. Approvals: The Borough, through its consultants and contractors, will obtain any and all permits and approvals needed to complete the Project and the Engineering Services associated with the Project.
- g. Prevailing Wage Requirement: The Borough shall enter into contracts that 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.
- h. Compliance with Law: The Borough will oversee the work of its consultants and contractors to have 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.

5. **Compensation and Payment:** FMERA shall provide the Borough with a payment of \$28,850.00 toward this project to be kept in escrow and utilized as necessary to complete the Project. The transfer of funds shall occur upon execution of this Memorandum of Understanding. If there are additional funds remaining in escrow upon the completion of the Project, the Borough shall return them to FMERA immediately. Or, if the Borough and FMERA agree that it would be more easily managed, FMERA may reimburse the Borough for Borough Engineer costs that are incurred on a monthly basis.

6. **Additional Provisions**

- a. **Environmental Liability:** It is expressly understood that this MOU and all subsequent, associated agreements will not obligate the Borough to incur any liability for any known or unknown environmental conditions that existed at or on Fort Monmouth prior to commencement of the Project.
- b. **Sufficient Funds:** It is agreed that nothing in this Memorandum of Understanding shall obligate or require the Borough to enter into or continue any agreement or contract for the Project or to expend the Borough personnel time or other administrative costs for the Project unless sufficient funds are readily available to the Borough for expenses that would be incurred in connection with the Project. The Borough shall at all times have the right to terminate or discontinue any agreement, contract or work for the Project if the Borough determines that sufficient funds are not readily available to the Borough for the expenses that would be incurred in connection with the Project.
- c. **Right of Entry and License:** Subject to the terms and conditions set forth in sub-paragraph 3(b) above, this MOU constitutes a license from FMERA to the Borough, its employees, officers, agents, consultants and contractors for access to all portions of Fort Monmouth in order to carry out the Project. Any and all consultants and contractors hired by the Borough who enters upon the Project Site shall: (i) indemnify and hold FMERA and the Borough harmless from any and all claims related to or arising from said consultant or contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage.
- d. **Other Approvals:** Each Party will obtain all applicable governmental 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. Unless terminated earlier, this MOU shall remain in effect for three (3) years from the date and year first written above, and may be amended by a writing executed by the Parties.

- f. Amendments: This MOU may be amended in a writing executed by the Parties.
- g. Termination: Any Party shall have the right to terminate this Memorandum of Understanding upon ten (10) days written notice to the other party. Upon termination, the Borough shall not incur any additional expenses or administrative costs; provided, however, the Borough shall be permitted to continue to use the Project Funds to pay for any expenses or fees actually incurred in connection with the Project. Any unused funds remaining with the Borough shall be returned to FMERA within thirty (30) days of termination.
- h. Notices: All notices required to be served or given hereunder shall 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 the Borough of Eatontown:
Borough of Eatontown
47 Broad Street
Eatontown, New Jersey 07724
Attention: William Lucia, Borough Administrator
- 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. However, this MOU is not intended to create a binding agreement to begin or complete the Project unless and until: Project approvals are obtained, sufficient funding is secured, and the Parties agree to proceed with the Project as provided for in this MOU.
- j. Titles and Headings: Titles and headings are included for convenience only and shall not be used to interpret the 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

ATTEST

BOROUGH OF EATONTOWN

By: _____
William Lucia
Eatontown Business Administrator

ADOPTED
March 15, 2023

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

WHEREAS, on January 18, 2017, the FMERA Board approved staff's execution of an MOU with TRWRA for the planning (including preparation of all applications and associated, prerequisite environmental and engineering services), survey and design for the replacement of the sanitary sewer system located within Oceanport section of the Fort. In October 2018, FMERA and TRWRA, through this prior interagency cooperation, completed the replacement of over 3,000 LF of new sanitary sewer mains in the Oceanport section of the Fort; and

WHEREAS, on March 19, 2019, FMERA and TRWRA entered into an interagency agreement for the replacement and abandonment of sewer service to the Nurses Quarters property ("2019 MOU"). Under the terms of the MOU, FMERA would escrow the developer's required \$125,000 contribution toward off-site sewer improvements and utilize those funds, along with other FMERA resources, to fund the new South Interceptor. Upon completion of the South Interceptor the Nurses Quarters developer was obligated to fund the connection to all buildings on the property to the new South Interceptor and properly abandon or remove the existing connection to the local sewer; and

WHEREAS, at the time of the 2019 MOU, a closing on the Nurses Quarters property was anticipated within twelve months and the South Interceptor was anticipated to be funded with thirty-six to sixty months of execution. Prior to completion of the South Interceptor, the Nurses Quarters property would continue to use the Local Sewer System serving the property; and

WHEREAS, pursuant to Fiscal Year 2023 Appropriations Act, L. 2022, c. 49, FMERA received a line-item appropriation of \$10,000,000 of State funds for "Infrastructure" ("State Funds"); and

WHEREAS, in order to expedite the abandonment of the Local Sewer System and to service the Nurses Quarters property, for which a closing is now anticipated by the end of 2023, FMERA and TRWRA are entering into this amendment to the 2019 MOU to permit the Nurses Quarters property to tie into TRWRA's existing Pump Station 8 on Hedge Drive in Oceanport. FMERA will provide State Funds in an amount not to exceed \$183,080. The costs will include the installation of a sanitary sewer improvements and contract administration and construction observation fees; and

WHEREAS, the Nurses Quarters developer will remain responsible for the costs to build the sanitary sewer to the connection point at the Nurses Quarters property line along Main Street. Additionally, the developer remains responsible under the terms of the Purchase and Sale Agreement and Redevelopment Agreement dated January 14, 2023, as amended, to provide the \$125,000 contribution toward offsite sewer installation; and

WHEREAS, staff requests Board approval to enter into this amended MOU between FMERA and TRWRA regarding the sanitary sewer service for the Nurses Quarters property located within the Borough of Oceanport and grant delegated authority to FMERA's Executive Director to increase the cost by an amount not to exceed 10% for unforeseen costs; and

WHEREAS, all other terms of the 2019 MOU remain unchanged. The attached MOU and Exhibit "A" are in substantially final form. The final document will be subject to the approval of FMERA's Executive Director, TRWRA, and as to form by Attorney General's Office. On March 13, 2023, via email, the Real Estate Committee reviewed the request and recommends it to the Board for approval.

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the Amendment to the 2019 Memorandum of Understanding between the Fort Monmouth Economic Revitalization Authority and the Two Rivers Water Reclamation Authority regarding the sanitary sewer service for the Nurses Quarters property located within the Borough of Oceanport and the grant of delegated authority to FMERA's Executive Director to increase the cost by an amount not to exceed 10% for unforeseen costs, and 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: March 15, 2023

EXHIBIT 3

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

RE: Amendment to the Memorandum of Understanding between the Fort Monmouth Economic Revitalization Authority and the Two Rivers Water Reclamation Authority

DATE: March 15, 2023

Request

I am requesting that the Board approve an Amendment to the 2019 Memorandum of Understanding ("MOU") between the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Two Rivers Water Reclamation Authority ("TRWRA") regarding the sanitary sewer service for the Nurses Quarters property located within the Borough of Oceanport and grant delegated authority to FMERA's Executive Director to increase the cost by an amount not to exceed 10% for unforeseen costs.

Background

On January 18, 2017, the FMERA Board approved staff's execution of an MOU with TRWRA for the planning (including preparation of all applications and associated, prerequisite environmental and engineering services), survey and design for the replacement of the sanitary sewer system located within Oceanport section of the Fort. In October 2018, FMERA and TRWRA, through this prior interagency cooperation, completed the replacement of over 3,000 LF of new sanitary sewer mains in the Oceanport section of the Fort.

On March 19, 2019, FMERA and TRWRA entered into an interagency agreement for the replacement and abandonment of sewer service to the Nurses Quarters property ("2019 MOU"). Under the terms of the MOU, FMERA would escrow the developer's required \$125,000 contribution toward off-site sewer improvements and utilize those funds, along with other FMERA resources, to fund the new South Interceptor. Upon completion of the South Interceptor the Nurses Quarters developer was obligated to fund the connection to all buildings on the property to the new South Interceptor and properly abandon or remove the existing connection to the local sewer.

At the time of the 2019 MOU, a closing on the Nurses Quarters property was anticipated within twelve months and the South Interceptor was anticipated to be funded with thirty-six to sixty months of execution. Prior to completion of the South Interceptor, the Nurses Quarters property would continue to use the Local Sewer System serving the property.

Amendment to the 2019 MOU

Pursuant to Fiscal Year 2023 Appropriations Act, L. 2022, c. 49, FMERA received a line-item appropriation of \$10,000,000 of State funds for "Infrastructure" ("State Funds").

In order to expedite the abandonment of the Local Sewer System and to service the Nurses Quarters property, for which a closing is now anticipated by the end of 2023, FMERA and TRWRA are entering into this amendment to the 2019 MOU to permit the Nurses Quarters property to tie into TRWRA's existing Pump Station on Hedge Drive in Oceanport. FMERA will provide State Funds in an amount not to exceed \$183,080. The costs will

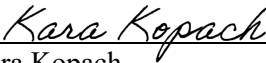
include the installation of a sanitary sewer improvements and contract administration and construction observation fees.

The Nurses Quarters developer will remain responsible for the costs to build the sanitary sewer to the connection point at the Nurses Quarters property line along Main Street. Additionally, the developer remains responsible under the terms of the Purchase and Sale Agreement and Redevelopment Agreement dated January 14, 2023, as amended, to provide the \$125,000 contribution toward offsite sewer installation.

All other terms of the 2019 MOU remain unchanged. The attached MOU and Exhibit "A" are in substantially final form. The final document will be subject to the approval of FMERA's Executive Director, TRWRA, and as to form by 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 an Amendment to the Memorandum of Understanding for the Nurses Quarters property which will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority and the Two Rivers Water Reclamation Authority the current and future provision of sanitary sewer service for the Nurses Quarters property located within the Borough of Oceanport and grant delegated authority to FMERA's Executive Director to increase the cost by an amount not to exceed 10% for unforeseen costs.



Kara Kopach

Attachment: Memorandum of Understanding
Exhibit "A"
Prepared by: Laura Draushak

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
Concerning Service for the
NURSES QUARTERS**

WHEREAS, on or about March 19, 2019 the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Two Rivers Water Reclamation Authority ("TRWRA") entered into a Memorandum of Understanding ("MOU") concerning service for the Nurses Quarters property (hereinafter "Nurses Quarters MOU"); and

WHEREAS, the Parties now seek to amend the Scope of Work and Funding related to service of the Nurses Quarters property; and

WHEREAS, FMERA has received state infrastructure funds to accelerate this sewer installation and construction project; and

WHEREAS, the Parties have been successfully working together in accordance with the terms of the original Nurses Quarters MOU but have determined that the extension of the South Interceptor is no longer preferred and instead a new line extending across Main Street from the Nurses Quarters to Hedge Drive is the preferred means and methods to provide sewer service to the site, we hereby amend the same to revise the Scope of Work and Funding, while preserving all other terms and conditions thereof, which shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing, and of the promises and representations described herein, the Parties enter into this Amendment to the Nurses Quarter MOU (the "Amendment") to reflect the mutual understanding of the Parties relative to the current and future provision of sanitary sewer service to the Nurses Quarters property of the Oceanport section of the former Fort Monmouth US Army military base.

1. **INCORPORATION OF RECITALS.** The Parties hereto agree that the statements contained in the foregoing recitals, as well as all terms and conditions of the original Nurses Quarters MOU, be and are hereby incorporated into this Amendment as if more fully set forth herein at length.
2. **REVISED DETAILS OF SERVICE.** Paragraph 3 of the Original Nurses Quarters MOU is hereby amended and revised to reflect the following.

FMERA will provide TRWRA with infrastructure funds of \$183,080 to construct the sewer main connection from the Nurses Quarters to the Authority's Pump Station 8 on Hedge Drive in Oceanport.

- a. Paragraph 3aa is added before Paragraph 3a to provide that TRWRA will construct a sanitary sewer extension from the TRWRA system in Hedge Drive to the Nurses Quarters property along Main Street as shown on the Nurses Quarters Site utility plan for RPM as prepared by Shore Point Engineering. Said construction will be completed by the TRWRA's contractor under Contract 197 "Emergency Repairs". Said Contract 197 was awarded in accordance with the New Jersey Local Public Contracts Law. Contract 197, as prepared, provides for the installation of sanitary sewer improvements as needed by TRWRA. TRWRA's Contractor, J.F. Kiely has submitted a budget proposal in the amount of \$166,440.00 to install said extension, attached hereto as Exhibit A. RPM Development ("RPM") is responsible to obtain the NJDEP

TWA Sewer Extension Permit. FMERA agrees to reimburse TRWRA said construction costs, including contract administration and construction observation fees in the amount of \$16,640.00 (or 10% of the proposed budget).

- b. Paragraph 3a is hereby replaced as follows: The Parties shall leave a connection point at the Nurses Quarters property line along Main Street. RPM shall be fully responsible for the costs to connect the buildings on the Nurses Quarters site to the connection point at the Nurses Quarters property line along Main Street.
- c. Paragraph 3b is hereby replaced as follows: The Parties understand that no TRWRA funds will be, or can be, used to connect the structures on the Nurses Quarters Property to the new connection point at the Nurses Quarters Property line along Main Street.
- d. 3c and 3d are hereby amended to remove all references to “new South Interceptor along Murphy Drive” and replace each such reference with “the Authority Pump Station 8 on Hedge Drive”.
- e. 3e and 3f shall remain unchanged.
- f. Paragraph 3(g) is hereby deleted.

3. MAINTENANCE AND OPERATION OF LOCAL SEWER SYSTEM. Paragraph 6 of the Original Nurses Quarters MOU is revised to state that FMERA, at FMERA's sole cost and expense, will be responsible for maintaining and operating the Local Sewer System serving the Nurses Quarters property until such a time as all units (existing and proposed) on the Nurses Quarter property have been connected to TRWRA's Pump Station 8 and the construction has been accepted by TRWRA.

4. ADDITIONAL PROVISIONS.

- a. Commencement and Duration. Paragraph 8d is hereby modified to reflect that the Nurses Quarter MOU and this Amendment will remain in effect from the date of its execution until the Nurses Quarters are connected into Pump Station 8 and placed in service, and every structure connected to the Local Sewer System on the Nurses Quarters property has been disconnected from said Local Sewer System and connected to Pump Station 8 and those connections have been accepted by TRWRA. For the purposes of this Amendment, the same will be “Complete” when TRWRA concludes that the Nurses Quarters has been fully built and that the construction work meets its design standards.
- b. Termination. Paragraph 8f is hereby modified to reflect that termination rights shall be restricted by the status of proceedings hereunder. As long as effluent is flowing to the Local Sewer System from units on the Nurses Quarters property, this MOU shall remain in effect. Once all units requiring sewer service on the Nurses Quarters property have been disconnected from the Local Sewer System and connected to Station 8 and the Local Sewer System has been properly taken out of service by FMERA, and the Hedge Drive extension has been accepted by TRWRA, then the MOU and this Amendment will have been fully executed and will expire by operation of this paragraph.

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

5. **SAVINGS CLAUSE**. Except as modified herein, all other terms and conditions of the March 19, 2019 Nurses Quarters MOU shall remain in full force and effect. This Amendment is to read with and as an extension of the original March 19, 2019 Nurses Quarters MOU.

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IN WITNESS WHEREOF, the Parties have caused this Amendment of the March 19, 2019 Nurses Quarters 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: _____



J.F. KIELY CONSTRUCTION CO.

1 RADAR WAY, TINTON FALLS, N.J. 07724
TELEPHONE (1-732) 222-4400
FAX (1-732) 222-3051
www.Kielybuilds.com

Budget Proposal

Customer: Two Rivers Water Reclamation Authority
1 Highland Avenue
Monmouth Beach, NJ 07750
Attn: Mr. Dennis Galvin

Phone: (732) 229-8578 x13
Mobile:
Email: dgalvin@trwra.org

Project: Sanitary Sewer Main Extension
Location: Main Street & Hedge
Oceanport, NJ

JFK Proposal #: 22-403
Proposal Date: 12/30/22
Revision #: 1
Revision Date: 2/3/2023

Description: Install 8" PVC sanitary sewer extension in Hedge Avenue and Main Street.

1) Test pit existing utilities for design - Includes Traffic Control*	1	LS	@	\$6,500.00	/LS	\$6,500.00
2) Mobilization & Demobilization of all labor & equipment	1	LS	@	\$7,500.00	/LS	\$7,500.00
3) Construction Stake out	1	LS	@	\$2,700.00	/LS	\$2,700.00
4) Detour County Road & Traffic Control*	1	LS	@	\$20,000.00	/LS	\$20,000.00
5) Core & connect to existing manhole in Hedge Ave.	1	EA	@	\$4,780.00	/EA	\$4,780.00
6) 8" PVC SDR-35 approximately 5' Depth	180	LF	@	\$241.00	/LF	\$43,380.00
7) Manholes Main Street	2	EA	@	\$8,700.00	/EA	\$17,400.00
8) Full trench replacement RCA-DGA county road	200	TON	@	\$45.00	/TON	\$9,000.00
9) Temporary Pavement Restoration (HMA 8"d / RCA-DGA 6"d)	100	SY	@	\$148.00	/SY	\$14,800.00
10) Topsoil and Seed Disturbed Area	1	LS	@	\$2,000.00	/LS	\$2,000.00
11) Remove & Replace County Curb (6"x8"x18")	20	LF	@	\$125.00	/LF	\$2,500.00
12) Remove & Replace Sidewalk (4"d)	48	SF	@	\$60.00	/SF	\$2,880.00
13) Mill and Pave Roadway (2"d) - Curb to Curb	550	SY	@	\$60.00	/SY	\$33,000.00

Total = \$166,440.00

This proposal is for budgetary purposes only.
Proposal based on Main Street being closed to traffic.
*Price for detouring of main street based on using Broad Street & Wolfhill Avenue - Includes VMS Board notification.
Police to be invoiced on a pass through cost basis.
Test pitting of existing utilities to be agreed upon.
Relocation of existing utilities, if required, to be agreed upon.

Standard Notes & Clarifications:

All permits, fees, bonds, and plans by others.
Pricing is Prevailing Wage.
Work to be performed during normal J.F. Kiely work hours.
Equipment manned by J.F. Kiely employee only. Any additional outside union requirements excluded.
Pricing assumes free & clear access to the work area.
Any additional costs incurred due to undisclosed utilities and/or structures shall be paid for by customer.
Price includes small pump trench dewatering discharging to existing drainage or ground surface.
Well points or deep wells, if required, to be agreed upon.
Any costs associated with handling of contaminated soils or materials shall be paid for by customer.
Soil erosion to be agreed upon subject to approved plan.
CCTV inspection, if required, to be agreed upon.
Price is exclusive of any applicable taxes.
Price is good for 30 days from date of this proposal.
The above is based on J.F. Kiely's standard Terms & Conditions

By signing below both parties agree to the above pricing and conditions:

J.F. Kiely Construction Co

Two Rivers Water Reclamation Authority

Doug Hulse

Dated: 2/3/2023

Dated: _____

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

WHEREAS, on February 16, 2017, FMERA and TRWRA entered into a MOU (“2017 MOU”) to commission the design of the replacement sewer mains for the Oceanport section of the Fort Monmouth US Army military post. The Parties entered into this MOU to reflect the mutual understanding of the Parties relative to the design of the necessary Phase Two New Gravity Sanitary Sewer Lines to service the portions of the Oceanport section of the former Fort which includes Barker Circle, the Oceanport Municipal Complex, the Homeless Shelter, the Baseline, AcuteCare and the South Post (the “Project”). The design of Phase II was completed on February 26, 2018; and

WHEREAS, on July 8, 2022, FMERA and TRWRA entered into a MOU and Grant Agreement to commission the installation and construction of the replacement sewer mains for the Oceanport section of the Fort Monmouth US Army military post in an amount not to exceed \$3,985,908 (collectively “July 2022 MOU and Grant Agreement”). The July 2022 MOU and Grant Agreement included the installation and construction of the necessary Phase Two New Gravity Sanitary Sewer Lines to service the portions of the Oceanport section of the former Fort which includes Barker Circle, the Oceanport Municipal Complex, the Homeless Shelter, the Baseline, AcuteCare and the South Post; and

WHEREAS, FMERA paid 100% of the costs of the Project in an amount not to exceed Three Million Nine Hundred Eighty-Five Thousand Nine Hundred and Eight (\$3,985,908.00) Dollars (“Project Costs”), including but not limited to consulting fees, design fees, permit costs, and all construction costs associated with or arising from the Project. FMERA’s Executive Director was granted delegated authority to increase Project Costs in an amount not to exceed 10% of the Project Costs. The Parties reserved the right to reject all bids should the costs for construction and construction observation engineering services exceed the Project Costs. FMERA paid the Project Cost associated with the Construction and Installation Work that resulted from the award of a contract by TRWRA pursuant to the Bid Specifications agreed to by the Parties. 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 or utilize other funds for the Project Costs either to supplement or in lieu of Federal Funds; and

WHEREAS in accordance with Section 6(a), of the MOU, FMERA provided 100% of the Project Costs to TRWRA to be kept in escrow and utilized as necessary to complete the Project; and

WHEREAS, since the execution of the July 2022 MOU and Grant Agreement, TRWRA publicly bid and awarded the construction contract to PM Construction Corporation (“PM Construction”). PM Construction’s base bid was for \$2,115,110. In addition to the base bid, TRWRA sought and received bids for an additional segment of the sewer line on Malterer Avenue (“Alternate Bid”). PM Construction’s Alternative Bid was for \$878,012. Additionally, FMERA has requested that the sewer line be extended from the Malterer Avenue sewer in order to connect the FMERA office (Building 502) and the Fort Athletic Club (“the Malterer Avenue Extension”). PM Construction submitted a proposal in the amount of \$256,503.98 to construct said Malterer Avenue Extension. These two extensions will help to facilitate the replacement of the old Army sewer system in the Oceanport Area of the Fort and expedite future development; and

WHEREAS, therefore, FMERA and TRWRA now seek to amend the Construction and Installation Work identified in the July 8, 2022 Phase 2 MOU to include: (i) the Alternate Bid for a sewer line on Malterer Avenue and (ii) the Malterer Avenue Extension to connect the Fort Athletic Club and the FMERA office (Building 502) to the new Malterer Avenue line. No additional funds are needed at this time as the bids remain under the approved costs in the original MOU. All other terms and conditions of the July 8, 2022 MOU and Grant Agreement shall remain the same; and

WHEREAS, the attached Amendment to the MOU between FMERA and TRWRA is in substantially final form. The final terms of the MOU will be subject to the approval of FMERA's Executive Director and a review as to the form by the Attorney General's Office. The Real Estate Committee has reviewed the request and recommends it to the Board for approval; 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 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 Amendment to the Memorandum of Understanding between the Two Rivers Water Reclamation Authority and the Fort Monmouth Economic Revitalization Authority for construction and installation of the Phase Two Gravity Sanitary Sewer Lines serving the Oceanport Fort property located within the Borough of Oceanport and 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: March 15, 2023

EXHIBIT 3

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

RE: Amendment to the Memorandum of Understanding between FMERA and the Two Rivers Water Reclamation Authority.

DATE: March 15, 2023

Request

I am requesting that the Board approve an Amendment to the Memorandum of Understanding (“MOU”) between the Two Rivers Water Reclamation Authority (“TRWRA”) and the Fort Monmouth Economic Revitalization Authority (“FMERA”) (the “Parties”) for construction and installation of the Phase Two Gravity Sanitary Sewer Lines serving the Oceanport Fort property located within the Borough of Oceanport.

Background

On February 16, 2017, FMERA and TRWRA entered into a MOU (“2017 MOU”) to commission the design of the replacement sewer mains for the Oceanport section of the Fort Monmouth US Army military post. The Parties entered into this MOU to reflect the mutual understanding of the Parties relative to the design of the necessary Phase Two New Gravity Sanitary Sewer Lines to service the portions of the Oceanport section of the former Fort which includes Barker Circle, the Oceanport Municipal Complex, the Homeless Shelter, the Baseline, AcuteCare and the South Post (the “Project”). The design of Phase II was completed on February 26, 2018.

Installation and Construction Memorandum of Understanding with TRWRA & Grant Agreement

On July 8, 2022, FMERA and TRWRA entered into a MOU and Grant Agreement to commission the installation and construction of the replacement sewer mains for the Oceanport section of the Fort Monmouth US Army military post in an amount not to exceed \$3,985,908 (collectively “July 2022 MOU and Grant Agreement”). The July 2022 MOU and Grant Agreement included the installation and construction of the necessary Phase Two New Gravity Sanitary Sewer Lines to service the portions of the Oceanport section of the former Fort which includes Barker Circle, the Oceanport Municipal Complex, the Homeless Shelter, the Baseline, AcuteCare and the South Post.

FMERA paid 100% of the costs of the Project in an amount not to exceed Three Million Nine Hundred Eighty-Five Thousand Nine Hundred and Eight (\$3,985,908.00) Dollars (“Project Costs”), including but not limited to consulting fees, design fees, permit costs, and all construction costs associated with or arising from the Project. FMERA’s Executive Director was granted delegated authority to increase Project Costs in an amount not to exceed 10% of the Project Costs. The Parties reserved the right to reject all bids should the costs for construction and construction observation engineering services exceed the Project Costs. FMERA paid the Project Cost associated with the Construction and Installation Work that resulted from the award of a contract by TRWRA pursuant to the Bid Specifications agreed to by the Parties. 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 or utilize other funds for the Project Costs either to supplement or in lieu of Federal Funds.

In accordance with Section 6(a), of the MOU, FMERA provided 100% of the Project Costs to TRWRA to be kept in escrow and utilized as necessary to complete the Project.

Amendment to the Memorandum of Understanding

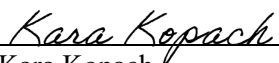
Since the execution of the July 2022 MOU and Grant Agreement, TRWRA publicly bid and awarded the construction contract to PM Construction Corporation (“PM Construction”). PM Construction’s base bid was for \$2,115,110. In addition to the base bid, TRWRA sought and received bids for an additional segment of the sewer line on Malterer Avenue (“Alternate Bid”). PM Construction’s Alternative Bid was for \$878,012. Additionally, FMERA has requested that the sewer line be extended from the Malterer Avenue sewer in order to connect the FMERA office (Building 502) and the Fort Athletic Club (“the Malterer Avenue Extension”). PM Construction submitted a proposal in the amount of \$256,503.98 to construct said Malterer Avenue Extension. These two extensions will help to facilitate the replacement of the old Army sewer system in the Oceanport Area of the Fort and expedite future development.

Therefore, FMERA and TRWRA now seek to amend the Construction and Installation Work identified in the July 8, 2022 Phase 2 MOU to include: (i) the Alternate Bid for a sewer line on Malterer Avenue and (ii) the Malterer Avenue Extension to connect the Fort Athletic Club and the FMERA office (Building 502) to the new Malterer Avenue line. No additional funds are needed at this time as the bids remain under the approved costs in the original MOU. All other terms and conditions of the July 8, 2022 MOU and Grant Agreement shall remain the same.

The attached Amendment to the MOU between FMERA and TRWRA is in substantially final form. The final terms of the MOU will be subject to the approval of FMERA’s Executive Director and a review as to the form by the Attorney General's Office. On March 13th, 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 Amendment to the MOU between the Two Rivers Water Reclamation Authority and FMERA for construction and installation of the Phase Two Gravity Sanitary Sewer Lines serving the Oceanport Fort property located within the Borough of Oceanport.


Kara Kopach

Attachments: FMERA & TRWRA Memorandum of Understanding Amendment
Prepared by: Regina McGrade

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Concerning the Construction of Phase Two New Gravity Sanitary Sewer Lines
Servicing the Oceanport Section of the Fort Monmouth US Army Military Post

WHEREAS, on or about July 8, 2022 the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Two Rivers Water Reclamation Authority ("TRWRA") entered into a Memorandum of Understanding ("MOU") concerning the Construction of Phase Two New Gravity Sanitary Sewer Lines Servicing the Oceanport Section of the Fort Monmouth US Army Military Post (hereinafter "Phase Two MOU"); and

WHEREAS, the Parties now seek to Amend the Construction of Installation Work related to service of the Phase Two MOU to (i) provide an additional sewer line on Malterer Avenue (the "Alternate Bid") and (ii) to extend the Malterer Avenue line to connect two (2) buildings to the line (the "Malterer Avenue Extension"); and

WHEREAS, the Parties have been successfully working together in accordance with the terms of the original Phase Two MOU, we hereby Amend the same to revise the Construction and Installation Work, if necessary, while preserving all other terms and conditions thereof, which shall remain in full force and effect.

NOW THEREFORE, in consideration of the foregoing, and of the promises and representations described herein, the Parties enter into this Amendment of the Phase Two MOU to reflect the mutual understanding of the Parties relative to the current and future provision of sanitary sewer service in the Oceanport Section of the former Fort Monmouth US Army military base.

1. **INCORPORATION OF RECITALS**. Paragraph 1 of the original Phase Two MOU is hereby amended and supplemented to reflect that the Parties hereto agree that the statements contained in the foregoing recitals, as well as all terms and conditions of the original Phase Two MOU, be and are hereby incorporated into this Amendment of the Phase Two MOU as if more fully set forth herein at length.

2. **INCORPORATION OF PLANS**. Paragraph 2 of the original Phase Two MOU is hereby amended and supplemented to reflect that the Parties hereto agree that, in addition to those plans identified as Exhibits A & B that were attached and incorporated into the original Phase Two MOU, the Phase Two MOU is now amended to include Colliers plans the "Alternate Bid and the Malterer Avenue Extension, attached hereto as Exhibit C.

3. **PROJECT**. Paragraph 3 of the original Phase Two MOU is hereby amended and supplemented to reflect that the Parties hereto agree that, in addition to the "Project" description in the original Phase Two MOU, the same is hereby amended to extend the Project to include: the Alternate Bid and the Malterer Avenue Extension.

4. **PROJECT SITE**. Paragraph 4 is hereby amended and supplements to extend the Project Site to areas identified in Exhibit "C".

5. CONSTRUCTION AND INSTALLATION WORK. Paragraph 5(a) is hereby modified to include Malterer Avenue, a portion of Avenue of Memories (aka Saltzman Avenue) as the defined areas within the Oceanport Section of Fort Monmouth.

Paragraph 5(c) is hereby added to reflect that the Parties hereto agree that, in addition to the "Construction and Installation Work" referenced in the original Phase Two MOU, that this Amendment adds additional work as described in Exhibit C. .

6. Additional Provisions.

- a. Except as modified herein, all other terms and conditions of the original Phase Two MOU shall remain in full force and effect. This Addendum is to read with and as an extension of the original Phase Two MOU.
- b. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of New Jersey.
- c. 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.
- d. 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.
- e. The foregoing correctly reflects the Parties' understanding and intent.

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IN WITNESS WHEREOF, the Parties have caused this Addendum of the original Phase Two 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

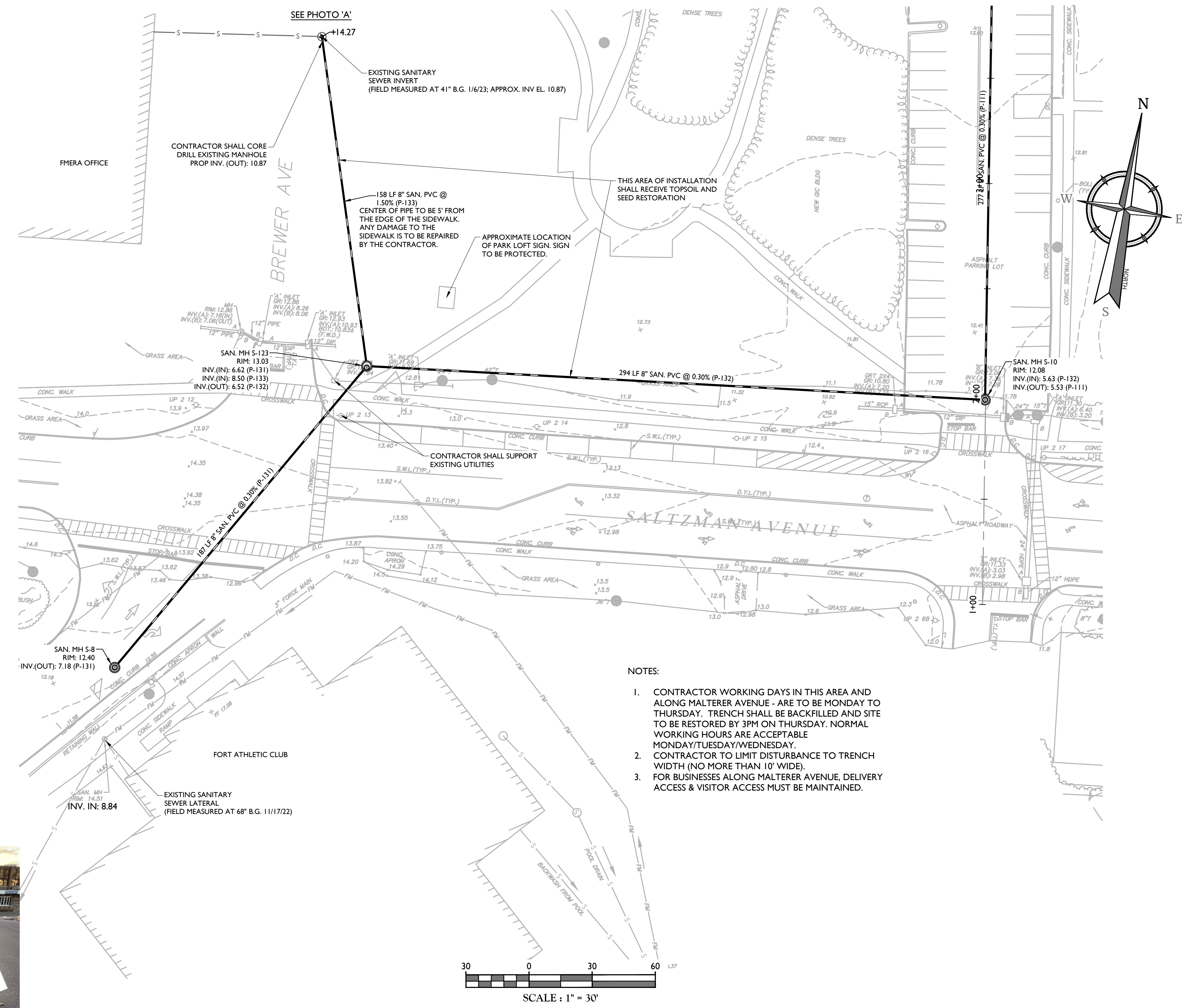
By: _____

Michael A. Gianforte
Executive Director

Dated: _____

Dated: _____

Exhibit C



- NOTES:
1. CONTRACTOR WORKING DAYS IN THIS AREA AND ALONG MALTERER AVENUE - ARE TO BE MONDAY TO THURSDAY. TRENCH SHALL BE BACKFILLED AND SITE TO BE RESTORED BY 3PM ON THURSDAY. NORMAL WORKING HOURS ARE ACCEPTABLE MONDAY/TUESDAY/WEDNESDAY.
 2. CONTRACTOR TO LIMIT DISTURBANCE TO TRENCH WIDTH (NO MORE THAN 10' WIDE).
 3. FOR BUSINESSES ALONG MALTERER AVENUE, DELIVERY ACCESS & VISITOR ACCESS MUST BE MAINTAINED.



PHOTO 'A'

3017170807250/Engineering/Water/SouthInterceptor/Plan/C-UTIL-PH51-DSGN.dwg, C:\07-SALTZMAN By: LUECHNER

REV.	DATE	DRAWN BY	DESCRIPTION
1	9/28/22	L.S.L.	REVISED FOR ADDENDUM 1
2	12/22/22	L.S.L.	CHANGE IN PLAN 1
3	2/2/23	L.S.L.	CHANGE IN PLAN 2

Susan S. Brasefield
NEW JERSEY LICENSED PROFESSIONAL ENGINEER
LICENSE NUMBER: GE35236
COLLIERS ENGINEERING & DESIGN, INC.
N.J. C.O.A. # 24GA27986550

CONTRACT 206
SOUTH INTERCEPTOR FOR THE OCEANPORT SECTION OF FORT MONMOUTH FOR

TWO RIVERS WATER RECLAMATION AUTHORITY

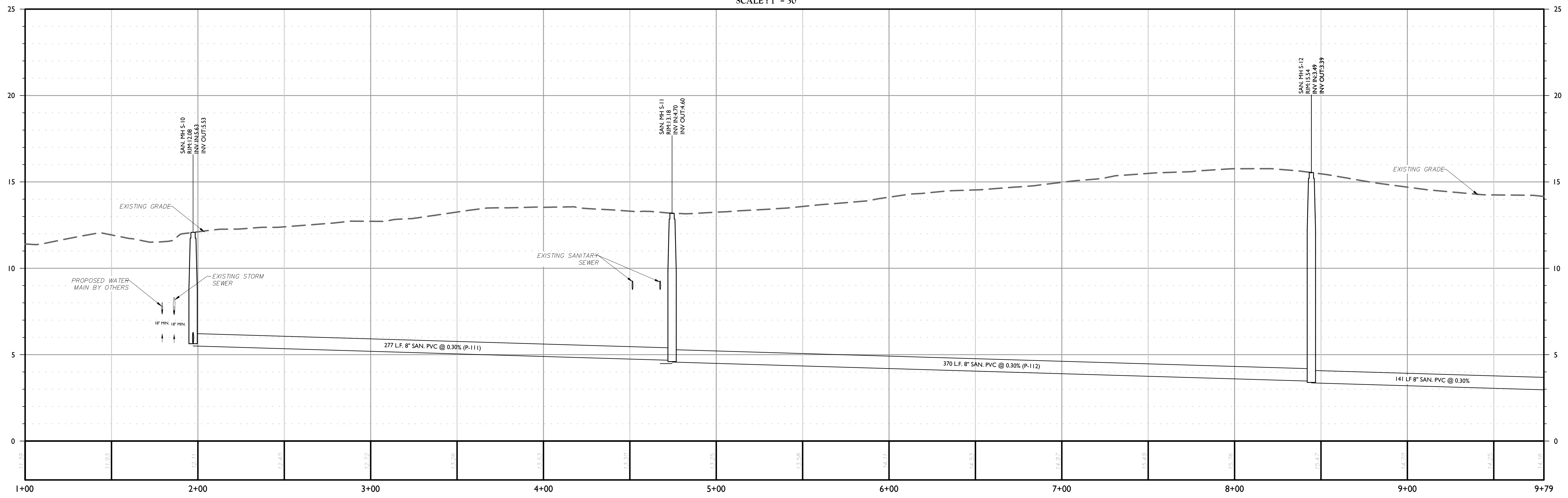
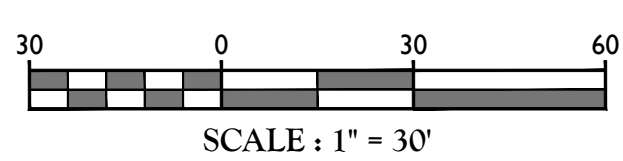
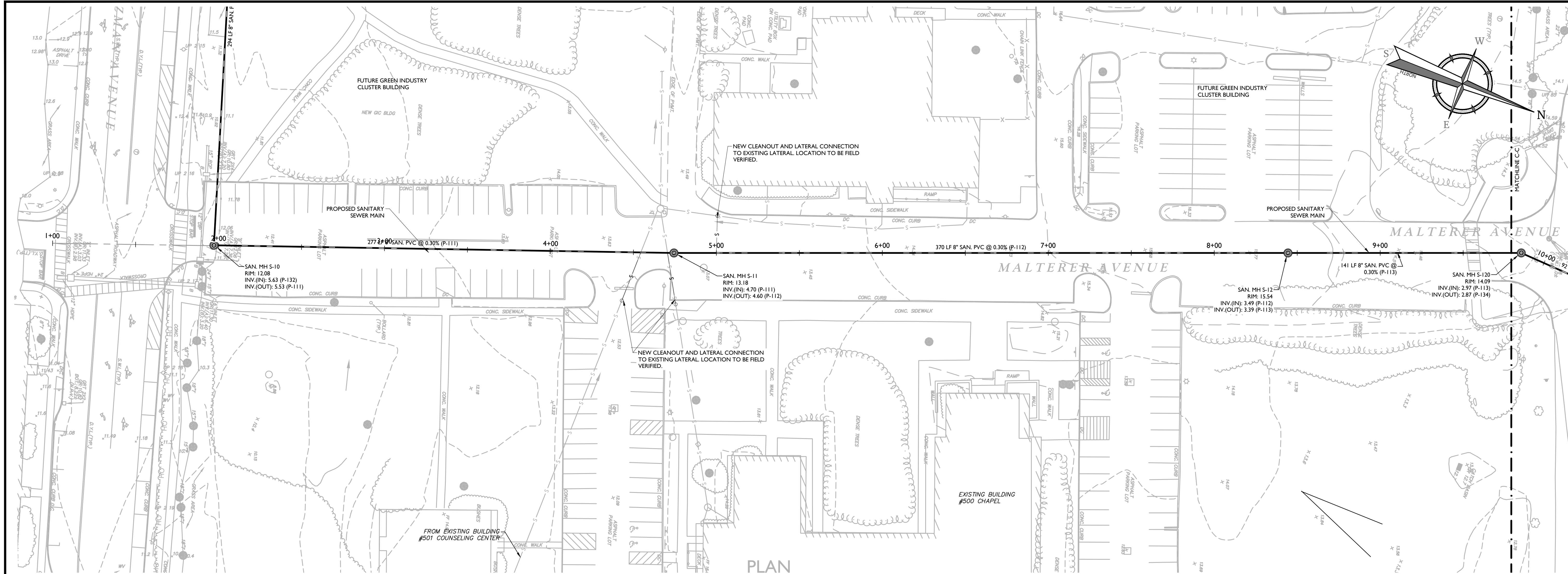
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
NEW JERSEY

Colliers Engineering & Design
RED BANK (Headquarters)
331 Newman Springs Road,
Suite 203
Red Bank, NJ 07701
Phone: 732.383.1950
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	06/28/22	DJI	SSB
PROJECT NUMBER:	DRAWING NAME:		
17000767G2	C-UTIL-PH51-DSGN		

SHEET TITLE:
SANITARY SEWER CHANGE IN PLAN

SHEET NUMBER:
7A of 13



PROFILE OF PROPOSED SANITARY SEWER FOR MALTERER AVENUE
 HORIZONTAL : 1" = 30'
 VERTICAL : 1" = 3'

REV	DATE	DRAWN BY	DESCRIPTION
1	5/28/22	L.S.L.	REVISED FOR ADDENDUM 1
2	12/22/22	L.S.L.	CHANGE IN PLAN 1
3	2/2/23	L.S.L.	CHANGE IN PLAN 2

Susan S. Brasefield
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 LICENSE NUMBER: GE35236
 COLLIER'S ENGINEERING & DESIGN, INC.
 N.J. C.O.A. # 24GA27986590

CONTRACT 206
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 FOR

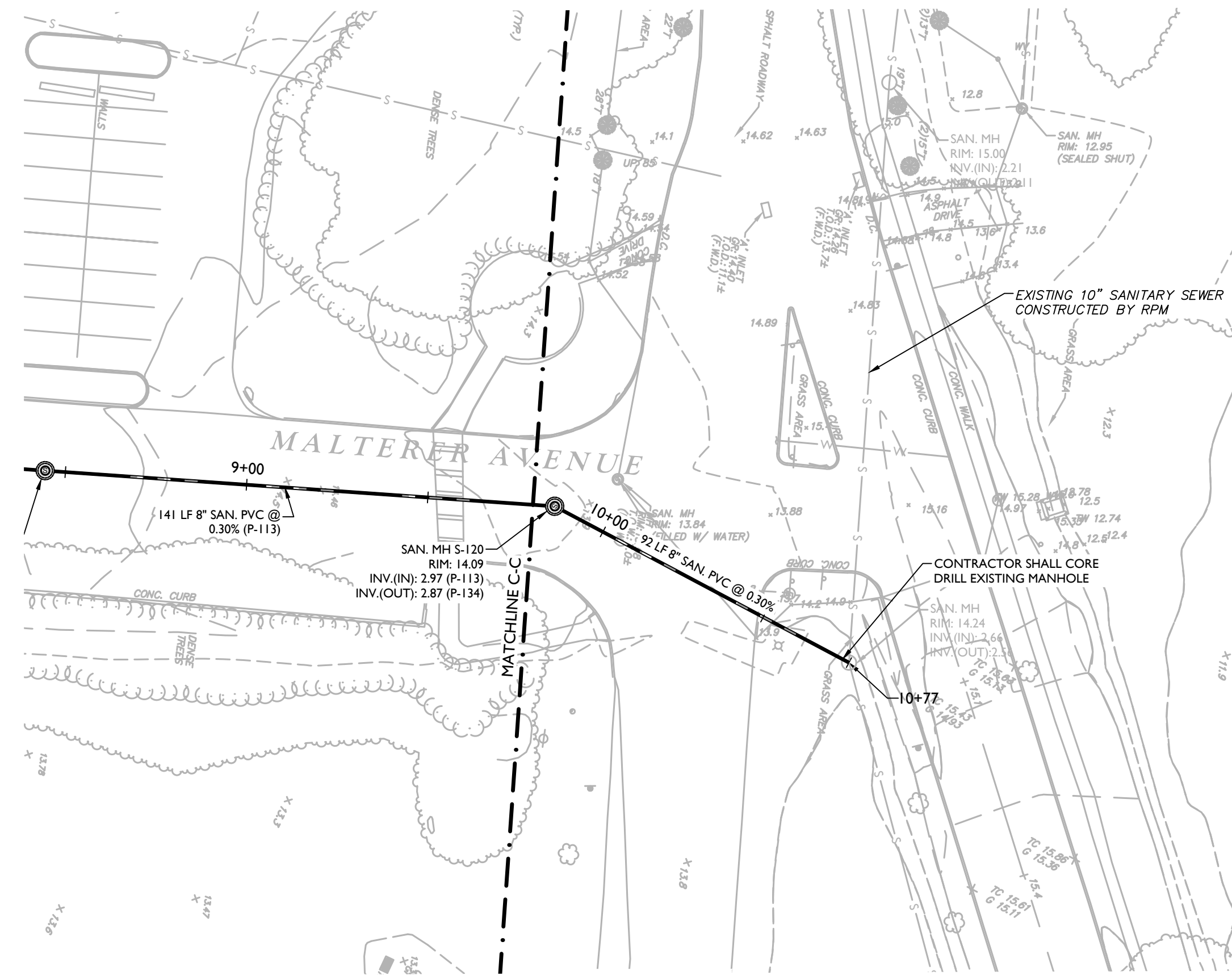
**TWO RIVERS WATER
 RECLAMATION
 AUTHORITY**

**BOROUGH OF OCEANPORT
 MONMOUTH COUNTY
 NEW JERSEY**

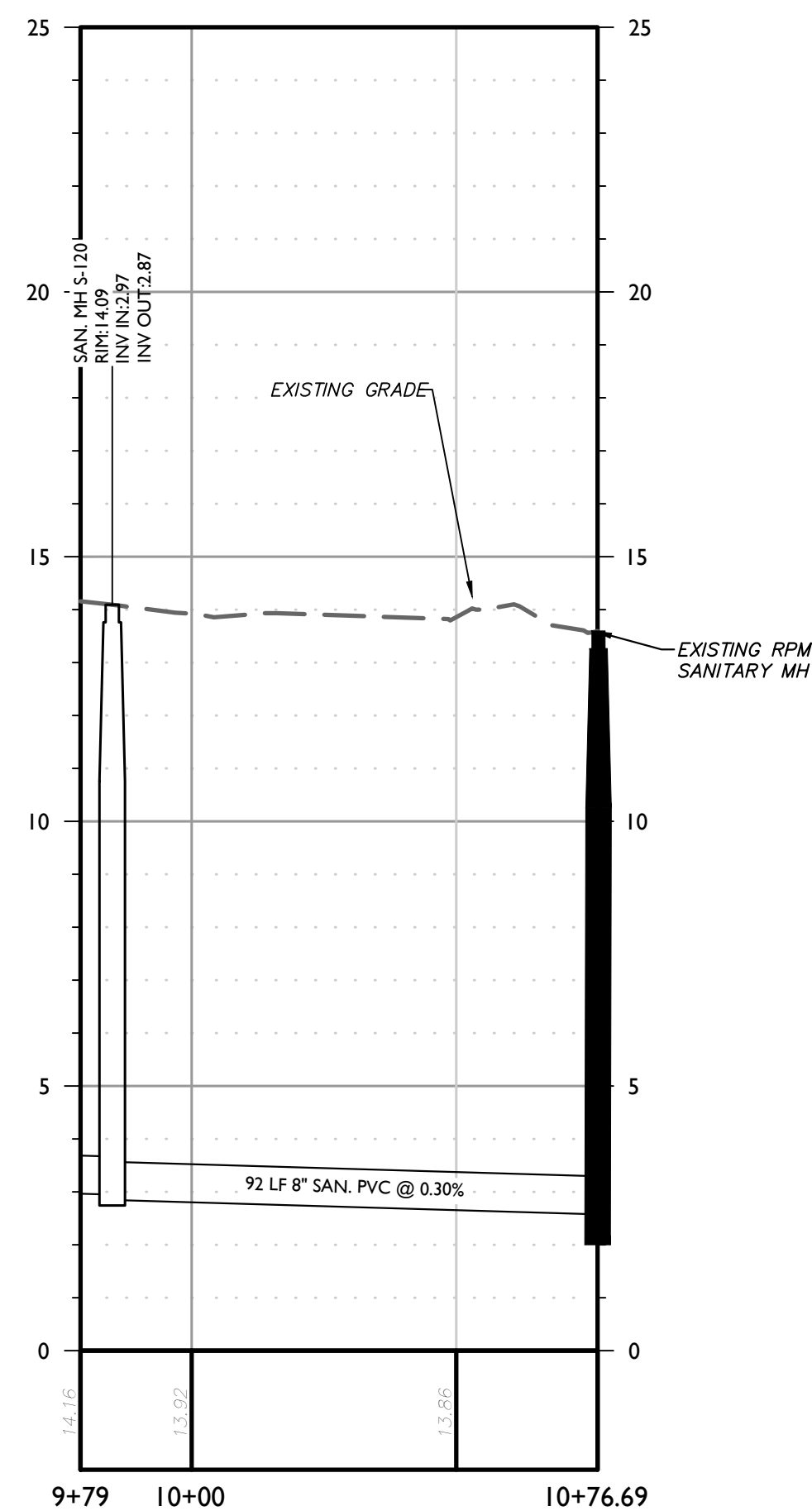
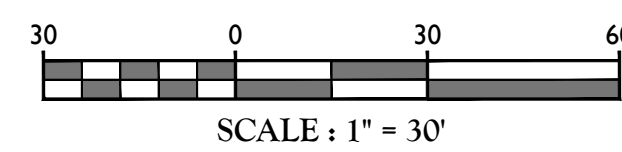
Colliers RED BANK (Headquarters)
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SCALE: AS SHOWN	DATE: 06/28/22	DRAWN BY: DJJ	CHECKED BY: SSB
PROJECT NUMBER: 1700076762	DRAWING NUMBER: C-UTIL-PH51-DSGN		

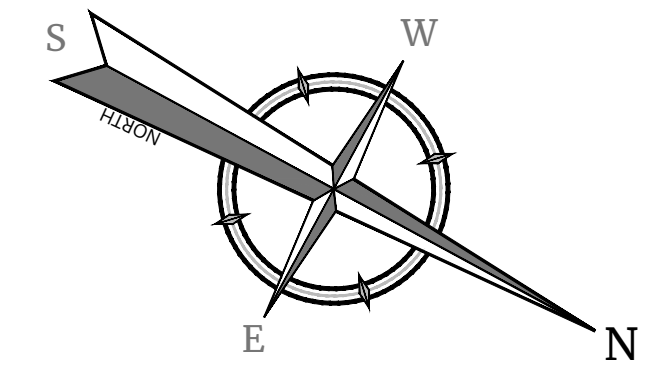
SHEET TITLE:
**SANITARY SEWER PLAN AND
 PROFILE - ALTERNATE BID**



PLAN



PROFILE OF PROPOSED SANITARY SEWER FOR MALTERER AVENUE
 HORIZONTAL : 1" = 30'
 VERTICAL : 1" = 3'



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1	5/28/22	LSL	REVISED FOR ADDENDUM 1
2	12/22/22	LSL	CHANGE IN PLAN 1
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SCALE: AS SHOWN	DATE: 06/28/22	DRAWN BY: DJI	CHECKED BY: SSB
PROJECT NUMBER: 17000767G2	DRAWING NAME: C-UTIL-PHS1-DSGN		

SHEET TITLE:
 SANITARY SEWER PLAN AND
 PROFILE - ALTERNATE BID

SHEET NUMBER:
 9 of 13

301717080767G2/Engineering/Water/WaterReclamation/2_South Interceptor/Plan/C-UTIL-PHS1-DSGN.dwg/03-MALTERER AVENUE PROPOSED SANITARY SEWER 2 By: LUCONER