

**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 – July 19, 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 a Memorandum of Understanding and Grant Agreement between FMERA and Two Rivers Water Reclamation Authority for Parcels 7 & 8.
 2. Consideration of Approval of the Second Amendment to the Phase II Memorandum of Understanding between FMERA and the Two Rivers Water Reclamation Authority.
 3. Consideration of Approval of an Agreement between FMERA and JCP&L for Installation of Electric Distribution Facilities on the Main Post of Fort Monmouth in Eatontown and Oceanport.
11. **Other Items**
12. **Public Comment Regarding any FMERA Business**
13. **Adjournment**



**Fort Monmouth Economic Revitalization Authority
Board Meeting
June 21, 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)**
- 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 (arrived at 5:03p.m.)**
- 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:

- Lillian Burry – Monmouth County Commissioner – **V**
- Stephen Gallo – Public Member – **V**
- William Riviere – Principal Planner, NJ Department of Transportation – **Designee**

Also present:

- Kara Kopach, Executive Director
- FMERA staff:
 - Regina McGrade – Administrative Manager
 - Jennifer Lepore – Accounting Manager
 - Sarah Giberson – Senior Marketing & Real Estate Development Officer
 - 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 5:01p.m. and followed by the Pledge of Allegiance.

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

WELCOME

Anthony Talerico, Jr. welcomed attendees to the Authority’s meeting. Mr. Talerico stated that a copy of the Board package was posted to the FMERA website to give the public the opportunity to review the information in advance of the meeting. Mr. Talerico stated that there are 2 public comment periods, the first being public comment regarding any of the Board actions and the second being any FMERA business.

The first item of business was the approval of the May 17th regular meeting minutes. A motion was made to approve the minutes by Jay Coffey and seconded by Jamera Sirmans.

Kara Kopach conducted a roll call vote.

NAME	YES	NO	ABSTAIN
Anthony Talerico	X		
Jay Coffey	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Jorge Santos	X		

Motion to Approve: JAY COFFEY Second: JAMERA SIRMANS
Ayes: 5

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

There was no public comment.

EXECUTIVE DIRECTOR/SECRETARY’S REPORT & UPDATE

Over the next several years, FMERA will continue to work diligently to design and install all new infrastructure, improve existing roadways, and decommission all of the Fort’s existing utility systems. Bringing these projects to fruition requires a highly coordinated effort between FMERA and upwards of four or more additional parties, from the party responsible for managing the project, to their team of professionals, and the entity awarded the contract for the scope of work -- which requires a competitive, public bidding process. Each of these stages require contract negotiations, planning, and implementation, as well as preparing for unexpected challenges with site conditions and materials.

Over the next 12-24 months, FMERA plans on investing over \$30 million in more than two dozen infrastructure projects, supported by funds from its property sales as well as those awarded by both the State and Federal government. These critical improvements will result in a new electrical grid operated by JCP&L, a brand new sanitary sewer pump station and system, improved stormwater systems, brand new water service, the rehabilitation and dedication of miles of roadways for public use, safety and signage upgrades, and so much more. As you drive through the Fort, you will continue to see construction activity in the months to come.

COMMITTEE REPORTS

1. AUDIT COMMITTEE

Anthony Talerico, Jr. stated that the Committee did not meet this month.

2. REAL ESTATE COMMITTEE

Anthony Talerico, Jr. stated that the Real Estate Committee met on May 10th and discussed the following:

- Discussion regarding the 4th Amendment to the PSARA for the Nurses Quarters. RPM requested an extension to the Approval Period by 90 days as they are scheduled for the June 27th Oceanport Planning Board meeting for preliminary and final site plan approval. FMERA staff also requested for the Executive Director to further extend the approval period by an additional 90 days if Purchaser is proceeding in good faith. The Committee reviewed the request and recommended it to the Board for approval.
- Discussion regarding the 11th Amendment to the PSA for the Chapel Parcel. Triumphant Life requested an extension to complete the parking lot, as its construction plans for the parking lot are currently being reviewed by the Borough of Oceanport. FMERA supports a 6-month extension with no additional extensions to the short-term license for off-site parking will be granted after December 30, 2023. The Committee reviewed the request and recommended it to the Board for approval.
- Discussion regarding the approve the interagency agreement between FMERA and the Borough of Oceanport for funding, asbestos abatement, demolition, and site restoration activities for Building 555, which is located in the Oceanport. FMERA staff also requested the grant of delegated authority to the Executive Director to increase Project Funding by an amount not to exceed 10% for unforeseen costs associated with the Project. The Committee reviewed the request and recommended it to the Board for approval.

Other Items:

1. JCP&L Distribution Agreement
2. Roadway Signage
3. Commvault Sale

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

Elizabeth Dragon stated that the Committee met on June 5th and discussed the following:

- Expansion of Boundaries at the M2, M4, M5, M8, M12, M14 & M25 Landfills:
 - All 9 Army landfills have been capped and the Army is monitoring any erosion issues.
 - To date, 7 of the 9 landfill boundaries have expanded into areas that were not defined as a Carveout.
 - FMERA has asked the Army to remove the waste deposits on the landfill properties, dispose of the materials off-site, collect soil samples to confirm that the areas that are impacted do not exceed any of the NJDEP soil remediation standards. FMERA has also asked the Army to work with the NJDEP in order that the expansion areas do not have a deed restriction.
- Carve-Out Parcel 96, Site FTMM-68: Former Dry-Cleaning Facility:
 - The Army received the Remedial Investigative Feasibility study in November 2020 and completed the Remediation plan in January 2023.
 - The Army will perform a source removal of the soils in the area and will install a series of permeable reactive barriers. The Army will also utilize Monitored Natural Attenuation and Land Use Controls.
 - The Army is preparing the Record of Decision to send to the NJDEP and is drafting the Remedial Action workplan.
- Myer Center Parcel:
 - Carve-Out Parcel 16, Site FTMM-22: Former Lime Pit
 - The Army is pursuing Monitored Natural Attenuation with a Classification Exception Area component. The Army has completed 5 of the 8 rounds of ground watering monitoring to prepare the Classification Exception Area.
 - Former Kerosene Underground Storage Tank
 - The Army removed the tank, and the contaminated soils were excavated and disposed of. Eight ground water monitoring wells were installed on the site.
- Howard Commons Parcel:
 - The Developer's contractor submitted a letter of Interpretation for Freshwater Wetlands to the NJDEP. The NJDEP classified the area as an intermediate resource value which will allow the developer to build without any impact to the wetlands on the parcel.
- Stormwater Infrastructure Study Project
 - FMERA will enter into an MOU with the Borough of Eatontown's engineer to perform a stormwater infrastructure study.
- Demolition of Building 886
 - FMERA has entered into an MOU with the Borough of Oceanport's engineer to provide demolition oversight and to bid the demolition of the building to make way for the new JCP&L substation.

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)

Anthony Talerico, Jr., on behalf of Lillian Burry, stated that the Committee did not meet this month.

BOARD ACTIONS

- 1) Consideration of Approval of a Fourth Amendment to the Purchase & Sale and Redevelopment Agreement with RPM Development, LLC for the Nurses Quarters in Oceanport.

Laura Draushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 1.

A motion was made by Jay Coffey and was seconded by Jorge Santos.

Kara Kopach conducted a roll call vote.

NAME	YES	NO	ABSTAIN
Anthony Talerico	X		
Jay Coffey	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Jorge Santos	X		

Motion to Approve: JAY COFFEY Second: JORGE SANTOS

Ayes: 5

- 2) Consideration of Approval of the Eleventh Amendment to Purchase and Sale Agreement with Triumphant Life Church Assembly of God for the Chapel Parcel in Oceanport.

Laura Draushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 2.

A motion was made by Jay Coffey and was seconded by Jamera Sirmans.

Kara Kopach conducted a roll call vote.

NAME	YES	NO	ABSTAIN
Anthony Talerico	X		
Jay Coffey	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Jorge Santos	X		

Motion to Approve: JAY COFFEY Second: JAMERA SIRMANS

Ayes: 5

- 3) Consideration of Approval of the Interagency Agreement between FMERA and the Borough of Oceanport to contract for civil and environmental engineering services

Laura Draushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 3.

A motion was made by Jay Coffey and was seconded by Jorge Santos.

Kara Kopach conducted a roll call vote.

NAME	YES	NO	ABSTAIN
Anthony Talerico	X		
Jay Coffey	X		
Tracy Buckley	X		
Jamera Sirmans	X		
Jorge Santos	X		

Motion to Approve: JAY COFFEY Second: JORGE SANTOS
 Ayes: 5

OTHER ITEMS

There were no other items before the Board.

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

There was no public comment.

There being no further business, on a motion by Jamera Sirmans and seconded by Jay Coffey and unanimously approved by all voting members present, the meeting was adjourned at 5:15p.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
Fourth Amendment to the Purchase and Sale & Redevelopment Agreement with RPM Development, LLC
for the Nurses Quarters in Oceanport

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

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

WHEREAS, RPM will pay Two Million One Hundred and Fifty Thousand Dollars for the property and shall have a total Capital Investment, net of the Purchase price, of Six Million Six Hundred Ninety Thousand Dollars; and

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

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

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

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

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

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

WHEREAS, at its April 2022 meeting, the FMERA Board approved the Second Amendment to the Agreement, which retroactively extended the Approval Period for six months until January 14, 2023. The Second Amendment was executed on August 15, 2022; and

WHEREAS, following the adoption of Reuse Plan Amendment #18 in July 2022, RPM notified FMERA via email on August 15, 2022, that it wished to modify the Project as defined, citing a change in market conditions that indicate that demand for a small for-sale community would not be economically profitable given the site constrictions requiring a shared driveway for the townhouses. As such, RPM requested that the ten owner-occupied townhouses targeted in the Project be converted to rental units with a reduced footprint of 1850 square feet with no Homeowners Association; and

WHEREAS, additionally, on October 12, 2022, RPM requested via email, a six-month extension to the Approval Period, set to expire January 14, 2023. As RPM had been awaiting confirmation that changes to the Project would be acceptable to FMERA and the Borough of Oceanport, it has been proceeding in good faith towards obtaining all approvals to the extent possible, was delayed in finalizing all applications. The FMERA Board reviewed and approved these requests at its October 2022 meeting. The Third Amendment was executed on November 30, 2022; and

WHEREAS, on May 22, 2023, RPM requested via letter, an extension to the Approval Period, set to expire June 14, 2023. RPM represented that although the project had been delayed due to a variety of COVID-19 related issues, it was now on track to move through the approval process and was on the agenda for the Oceanport Planning Board June 27, 2023 meeting for preliminary and final site plan approval. As the Approval Period would expire before RPM is scheduled for the Oceanport Planning Board and would require additional time to obtain the remainder of its approvals, RPM requested to extend the Approval Period by ninety days with the option for FMERA's Executive Director to further extend by an additional ninety days if Purchaser is proceeding in good faith; and

WHEREAS, FMERA staff has reviewed this request and recommends that the Board extend the Approval Period by ninety days and grant FMERA's Executive Director delegated authority to extend the Approval Period by an additional ninety days if the Purchaser is proceeding in good faith; and

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

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the Fourth Amendment to the Purchase and Sale & Redevelopment Agreement with RPM Development, LLC for the Nurses Quarters on terms substantially consistent to those set forth in the attached memorandum and with final terms acceptable to the Executive Director and the Attorney General's Office and authorizes the Executive Director to execute the Agreement.

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

Attachment

Dated: June 21, 2023

EXHIBIT 1

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

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

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

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

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

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

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

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

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

WHEREAS, Purchaser engaged in the design process for the parking lot and indicated to FMERA that it would require an additional seventy-five (75) days to complete construction of the parking lot; and

WHEREAS, on August 15, 2018, the FMERA Board approved the First Amendment to the PSA to allow for Triumphant Life to have 1) a seventy-five (75) day extension of the construction timeline to complete a 115-space paved parking lot on the Property, whereby Triumphant Life would provide a promissory note to guarantee completion of the parking lot within that timeline and FMERA would provide a short-term license to park 115 vehicles off-site during that timeline; and 2) a twelve (12) month extension of the job creation timeline, as referenced in Section 6(c) of the PSA; and

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

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

within the September 12, 2019 completion date; and 3) an extension of the short-term license to park 115 vehicles off-site until September 12, 2019; and

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

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

WHEREAS, on August 5, 2020, Triumphant Life requested via letter correspondence to 1) an extension of the construction timeline until December 31, 2020, to complete a 115-space paved parking lot on the Property, as referenced in Section 54(c) of the PSA; 2) an amended promissory note to guarantee completion of the parking lot within the December 31, 2020 completion date; and 3) an extension of the short-term license to park vehicles off-site until December 31, 2020. FMERA approved under the Executive Directors delegated authority an extension to the Project Completion to December 31, 2020. The Sixth Amendment was executed on August 31, 2020; and

WHEREAS, on November 10, 2020, Triumphant Life received the Oceanport Planning Board's approval, however Triumphant Life notified FMERA that they would not be able to complete the parking lot by December 31, 2020 and requested an additional six (6) months, or until June 30, 2021, to complete the project; and

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

WHEREAS, on May 27, 2021, Triumphant Life requested via email correspondence an extension to the Project Completion to June 30, 2022, citing the need to use financial reserves as contributions from the members have decreased during the pandemic and the temporary suspension of partnerships that had been aiding in the completion of the parking lot due to Covid-19; Triumphant Life stated that these partners' offices are just now reopening and it expected attendance and contributions to normalize in the upcoming months; and FMERA reviewed the request and agreed to extend the Project Completion date to June 30, 2022. The 8th Amendment was executed on August 9, 2021; and

WHEREAS, on November 10, 2021, Triumphant Life requested via email correspondence an extension to the Project Completion to June 30, 2022, citing the need to use financial reserves as contributions from the members have decreased during the pandemic and the temporary suspension of partnerships that had been aiding in the completion of the parking lot due to Covid-19. Triumphant Life stated that these partners' offices are just now reopening, and it expects attendance and contributions to normalize in the upcoming months. FMERA reviewed the request and agreed to extend the Project Completion date to June 30, 2022. The Ninth Amendment was executed on January 11, 2021; and

WHEREAS, on April 20, 2022, via a meeting between FMERA's former Executive Director and Purchaser, Purchaser requested an extension to the Project Completion, indicating it was applying for a grant to assist in financing the parking lot. The FMERA Board reviewed and at its June 2022 meeting approved the request to extend the Project Completion date to June 30, 2023. The Tenth Amendment, executed on July 7, 2022, also further extended the Chapel's short-term parking license and included an amended promissory note to guarantee completion of the parking lot; and

WHEREAS, purchaser requested an extension to complete the parking lot, as its construction plans for the parking lot are currently being reviewed by the Borough of Oceanport. FMERA acknowledges that construction cannot commence until the plans are approved by the Borough and therefore supports a six-month extension to complete the Project. However, FMERA is currently seeking to transfer ownership of Malterer Avenue to Monmouth County; therefore, no additional extensions to the short-term license for off-site parking will be granted after December 30, 2023; and

WHEREAS, FMERA staff has reviewed this request and recommends that the Board approve an extension to the project completion timeline by six months or until December 30, 2023, along with an amended promissory note; and

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

THEREFORE, BE IT RESOLVED THAT:

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

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

Attachment

Dated: June 21, 2023

EXHIBIT 2

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

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

WHEREAS, the site containing Building 555 may be utilized for an expansion and dedication of Brewer Lane, while the site containing Buildings 550 and 551 may be used for future public parking. Buildings 550 and 551, and 555 are located near current and future development. Under the terms of the June 2022 Memorandum of Understanding (“MOU”), Colliers Engineering and Design (“Colliers”) has prepared a scope of work for the abatement and demolition of Building 886, Building 555, and the completion of scopes of work for Buildings 550 and 551, are forthcoming

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

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

WHEREAS, draft plans were to be provided within sixty days of receiving notice from FMERA to proceed with the Project with 14 days for FMERA to review and comment, and then 14 days for the Borough’s engineer to finalize and deliver the four sets of Plans. Costs for the work were estimated to be \$19,000, with the Board approving a delegation to FMERA’s Executive Director to increase the cost by an amount not to exceed 10% for unforeseen design costs for demolition or environmental abatement. In the event the amount due to the Borough’s contractor for the work described within the MOU was expected to be greater than \$19,000, the Borough was required to notify FMERA that additional Project Funds are required. Any increase in costs is subject to FMERA’s Board approval. The MOU with the Borough was executed on July 6, 2022; and

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

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

WHEREAS, upon the Borough’s notification to FMERA that the funds under the original MOU would not be sufficient to complete the scope of work, FMERA requested an updated estimate for the scope of the work to include the additional asbestos and environmental testing and surveying work. Under the expanded estimate, the Project funding costs were estimated to be One Hundred and Ninety-Five Thousand Three Hundred and Sixty-Five (\$195,365.00)

Dollars. This increase reflects the inclusion of additional hours for identification of material quantities and required asbestos and environmental testing; and

WHEREAS, at its January meeting, the FMERA Board approved the amendment to the MOU for increased funding, as well as the Executive Director's delegated authority to increase the Project Funding by an amount not to exceed 10% for unforeseen design costs for demolition or environmental abatement. All other terms of the MOU remained the same. The Amended MOU was executed on February 23, 2023; and

WHEREAS, at its March meeting the FMERA Board approved an MOU with Oceanport for the Borough's engineer to oversee the public bidding for the demolition and remediation of Building 886, one of three identified Project Sites. It is FMERA's intention to enter into a separate MOU for abatement and demolition work for Buildings 550 & 551 upon receipt of the additional scopes of work. The MOU was executed on May 12, 2023; and

WHEREAS, on June 9, 2023, FMERA received the demolition plans for the Project Site, as defined in the attached MOU, containing Building 555 from Colliers and wishes to enter into a separate MOU with Oceanport for the Borough's engineer to oversee the public bidding for the demolition and remediation of Building 555

WHEREAS, the purpose of the "Project" consists of the retention of the Borough's engineer, Colliers, for the abatement and demolition of Building 886 located on the Project Site. Colliers services shall include: bidding services for abatement and demolition contracts and the oversight of those tasks as detailed in the attached memorandum; and

WHEREAS, the cost for the Project is estimated to be Five Hundred and Twenty-Three Thousand Two Hundred and Seventy-Five (\$523,275.00) Dollars with the Board approving a delegation to FMERA's Executive Director to increase the cost by an amount not to exceed 10% for unforeseen costs for abatement or demolition. In the event the amount due to the Borough's contractor for the work described within the MOU is expected to be greater than \$523,275.00, the Borough is required to notify FMERA that additional Project Funds are required. Any increase in costs beyond this amount is subject to FMERA's Board approval; and

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

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the interagency agreement between FMERA and the Borough of Oceanport for funding, asbestos abatement (including removal, monitoring, and associated reporting), demolition, and site restoration activities (including preparation of all applications and associated, prerequisite environmental, engineering services and demolition permits) for Building 555 and grant of delegated authority to the Executive Director to increase Project Funding by an amount not to exceed 10% for unforeseen costs associated with the Project 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: June 21, 2023

EXHIBIT 3

MEMORANDUM

To: Members of the Board

From: Kara Kopach
Executive Director

Date: July 19, 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

With the close of the second quarter on June 30th, FMERA staff is preparing the financial and operational summary for the first half of 2023. Staff will be meeting to review the first six months of 2023 and assess the performance against the 2023 organization goals. FMERA controls spending to the extent possible and expects to be on or under budget through year-end.

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 3rd quarter of 2023. The gravity main along Oceanport Avenue is complete with the remaining sections of the force main in Little Silver being installed. The new pump station is substantially complete and projected to go online in July.
- The Phase II sanitary project, which includes the Barker Circle and South Interceptor lines, and the Malterer Avenue main, continues with PM Construction completing the first segment across the Barker Circle parcel. 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 and FMERA is now working with the ESA to construct and install the necessary sewer improvements to divert flow into Eatontown.
- FMERA & JCP&L contracted in 2022 for the proposed electrical substation parcel and staff continues to work with JCP&L toward finalizing the plans of the proposed electrical 15KVA distribution system.
- 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. RPM Development 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.
- Oceanport Municipal Complex 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. The Fitness Center now boasts over 2,100 members.
- Dance Hall parcel on April 4, 2018, to The Loft Partnership, LLC. The developer renovated the Dance Hall as a wedding banquet facility. They have booked over 172 weddings.
- Building 501, on April 24, 2019, with Family Promise of Monmouth County, an approximately 1.7-acre site, via a Legally Binding Agreement (LBA). Lunch Break has now merged with Family Promise and will expand the services offered on the site.
- 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 19, 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. The campus opened in the Fall 2020 and continues to have both an academic and community events presence.
- 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. Birdsmouth, a brewery opened last year and a restaurant and food distributor is planned this summer in the old Commissary space.
- Marina, on March 25, 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. Townhouses are for sale and some have already been sold and are occupied.
- Allison Hall, on May 20, 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. The Developer has constructed and sold numerous townhouses in the middle of the course and continues to construct housing units.
- 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. NJAW has demolished the existing structures on the site and will start construction in the first quarter of 2024.

- 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. The Borough has demolished all of the existing structures and is designing the park for a splash pad and accompanying bathrooms.

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. Commvault announced in March 2023 that they will be selling this building. The new developer anticipates providing lease backed space to Commvault and will also provide additional tenant space to other end users.
- 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. Trinity Hall completed their second generation project on the site to expand the building's footprint twofold.
- 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. Lennar has completed the residential portion of this site but the commercial deliverables remain and have been adversely impacted due to the changing market conditions for retail.
- Parcel C1 with Lennar Corporation, on August 2, 2018. Lennar has constructed and sold all 45 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. RWJBH anticipates starting construction on the site this year.

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.
- 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 6 parcels are under contract or have Board-approved contracts.

FMERA's redevelopment continues to move forward, with new homes, business, and amenities coming online on a rolling basis. FMERA had the pleasure of joining the groundbreaking ceremony for the Allison Hall parcel planned for retail, restaurant, and business uses. Among the tenant mix are No Limit Ninja – for an “American Ninja Warrior” experience, Nicols Squash, and “to be announced” restaurateurs. In addition, the Marina at Oceanport recently partnered up with the Mystic Lobster Company to offer a renewed dining experience and Baseline Social is planning for a late summer opening of their new restaurant in the former Commissary. Memories continue to be made at the beautiful Park Loft, with over 220 weddings booked.

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 can be seen Fort-wide. As for the Mega Parcel, Netflix received an extension of its due diligence period and is continuing to conduct its due diligence investigations. The FMERA team continues to collaborate with Netflix's professionals on the next steps for a Reuse Plan Amendment for the property.

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. FMERA has approved numerous MOU's with its municipal and utility partners to expedite the installation of new utility systems that will allow FMERA to decommission all of the former Army systems. FMERA is pleased to take the next step in establishing a new electrical grid on the Main Post, by presenting the Board with a distribution agreement with JCP&L.

As businesses and amenities come online, FMERA continues to create visibility for these new assets through our social media as well as through our on-site wayfinding signage initiative. FMERA plans to install an additional two signs in the coming weeks. Our team will continue to provide updates to the public regarding on-going activities at the Fort that our stakeholders may participate in. This fall, we look forward to supporting NJCU's third blood drive at their campus.

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

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

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

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

WHEREAS, TRWRA, by that certain Participant Agreement dated June 20, 1967, is the duly designated sanitation sewer service provider for the Borough of Oceanport. FMERA and TRWRA intend to work together to replace the Local Sewer System in the Boroughs of Oceanport and Eatontown sections of the former Fort Monmouth US Army military post in order to prepare that area for redevelopment and reuse. The Parcels and a portion of the Gravity Sanitary Sewer Extension Lines, located within the Borough of Eatontown or intended to be located in Eatontown after a proposed municipal boundary change, will be served by Gravity Sanitary Lines located in Oceanport and under the jurisdiction of TRWRA; and

WHEREAS, to further the intention of working together to replace the Local Sewer System, the Parties now intend to enter into an MOU for the Design and Engineering Work providing sanitary sewer service for the Parcels located in Eatontown. The Parties intend to enter into a subsequent MOU to address the construction and installation of improvements for the Gravity Sanitary Sewer Extension Lines of the former Fort Monmouth US Army military base to Parcels 7 and 8; and

WHEREAS, the Project consists of the Design and Engineering Work of Gravity Sanitary Sewer Lines to be prepared by Colliers Engineering & Design. The Parcels will be served by an extension of the sanitary sewer in Oceanport Way, which is currently under construction. The gravity sewer extension to serve the Parcels will allow for the future connection of the Parcels, with the actual improvements on the Parcels to be designed and constructed by future developers; and

WHEREAS, the Parties intend this Project to be only the design and engineering of an extension of the Oceanport Way Gravity Lines needed to service the Parcels in the Eatontown section of the Fort. The Project does not include any actual design on the Parcels, but the design will identify those areas that can be serviced by the Oceanport Way extension. The Project includes the preparation of Plans and Specifications to publicly bid the project. This Project does not include installation of new service lines. All future tie-ins shall be the responsibility of any developer(s) of adjacent properties; and

WHEREAS, the Project Site is known as Parcel 7 and Parcel 8 in the FMERA redevelopment plan as shown on the attached map as Exhibit A. The Design and Engineering Work consists of the following tasks, as more fully set forth in Exhibit B; 1) design and engineer all sewer infrastructure needed to extend the sanitary sewer under construction in Oceanport Way to serve the Parcels; and 2) prepare a Scope of Services for the Construction and Installation Work to prepare the same for public bidding. It is understood that TRWRA will oversee the Construction and Installation Work; and

WHEREAS, FMERA shall pay 100% of the costs of the Project not to exceed Ninety-Five Thousand Five Hundred Dollars (\$95,500.00), including but not limited to consulting fees, design fees, permit costs, and all design and engineering costs associated with or arising from the Project. The cost of the actual permits is not included in the \$95,500.00 fee. TRWRA will return to FMERA upon completion of the Project any amount of the Project Costs that is not expended for the Project; and

WHEREAS, 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. Notwithstanding the above, FMERA may choose to utilize other funds for the Project Costs either to supplement or in lieu of Federal Funds; and

WHEREAS, the Parties acknowledge that TRWRA will develop the Engineering and Designs which will be used by TRWRA to enter into a contract(s) with the lowest responsible bidder for the construction and installation work as required by the Local Public Contracts Law. TRWRA, in consultation with FMERA, will develop the Scope of Service for the bid package for the construction and installation contract and TRWRA, in consultation with Colliers Engineering and Design, will prepare and issue the Plans and Specifications for the Bid Package for the Construction and Installation Contract(s); and

WHEREAS, contemporaneously with the MOU, FMERA is entering into a Grant Agreement with TRWRA in order to permit FMERA to disburse \$95,500.00 from the Appropriated Funds to TRWRA for the costs of the Project. TRWRA may propose to amend Project Costs by providing written notice of the proposed amendment to FMERA, which shall be subject to FMERA's approval.; and

WHEREAS, TRWRA shall hold the Grant Funds in escrow and shall use Grant Funds solely as necessary for Project Costs. Upon execution of this Agreement and commencement of the Project, and until Project completion, TRWRA agrees to submit to FMERA monthly financial reports. The monthly reports should be sufficiently detailed to allow FMERA's staff to review; and

WHEREAS, in addition, staff requests delegated authority to FMERA's Executive Director to increase the Project Costs by an amount not to exceed 10% of the Project Costs for unforeseen costs associated with this Project. Any increase in costs beyond this amount is subject to FMERA's Board 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 1) a Memorandum of Understanding and Grant Agreement between the Fort Monmouth Economic Revitalization Authority and the Two Rivers Water Reclamation Authority for the funding and

design (including preparation of all applications and associated, prerequisite environmental, engineering services), and survey for the Gravity Sanitary Sewer Extension Lines to serve Parcels 7 and 8; and (2) the grant of delegated authority to the Executive Director to increase Project Costs by an amount not to exceed 10% of the Project Costs for unforeseen costs associated with the Project.

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: July 19, 2023

EXHIBIT 1

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

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

DATE: July 19, 2023

Request

I am requesting that the Board approve 1) a Memorandum of Understanding (“MOU”) and Grant Agreement (“Agreement”) between the Fort Monmouth Economic Revitalization Authority (“FMERA”) and the Two Rivers Water Reclamation Authority (“TRWRA”) (collectively the “Parties”) for the funding and design (including preparation of all applications and associated, prerequisite environmental, engineering services), and survey for the Gravity Sanitary Sewer Extension Lines to serve Parcels 7 and 8 (“Parcels”) and 2) the grant of delegated authority to the Executive Director to increase Project Costs by an amount not to exceed 10% of the Project Costs for unforeseen costs associated with the Project.

Background

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

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

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

Design Memorandum of Understanding with TRWRA

TRWRA, by that certain Participant Agreement dated June 20, 1967, is the duly designated sanitation sewer service provider for the Borough of Oceanport. FMERA and TRWRA intend to work together to replace the Local Sewer

System in the Boroughs of Oceanport and Eatontown sections of the former Fort Monmouth US Army military post in order to prepare that area for redevelopment and reuse. The Parcels and a portion of the Gravity Sanitary Sewer Extension Lines, located within the Borough of Eatontown or intended to be located in Eatontown after a proposed municipal boundary change, will be served by Gravity Sanitary Lines located in Oceanport and under the jurisdiction of TRWRA.

To further the intention of working together to replace the Local Sewer System, the Parties now intend to enter into an MOU for the Design and Engineering Work providing sanitary sewer service for the Parcels located in Eatontown. The Parties intend to enter into a subsequent MOU to address the construction and installation of improvements for the Gravity Sanitary Sewer Extension Lines of the former Fort Monmouth US Army military base to Parcels 7 and 8.

The Project consists of the Design and Engineering Work of Gravity Sanitary Sewer Lines to be prepared by Colliers Engineering & Design. The Parcels will be served by an extension of the sanitary sewer in Oceanport Way, which is currently under construction. The gravity sewer extension to serve the Parcels will allow for the future connection of the Parcels, with the actual improvements on the Parcels to be designed and constructed by future developers.

The Parties intend this Project to be only the design and engineering of an extension of the Oceanport Way Gravity Lines needed to service the Parcels in the Eatontown section of the Fort. The Project does not include any actual design on the Parcels, but the design will identify those areas that can be serviced by the Oceanport Way extension. The Project includes the preparation of Plans and Specifications to publicly bid the project. This Project does not include installation of new service lines. All future tie-ins shall be the responsibility of any developer(s) of adjacent properties.

The Project Site is known as Parcel 7 and Parcel 8 in the FMERA redevelopment plan as shown on the attached map as **Exhibit A** ("Project Site"). The Design and Engineering Work consists of the following tasks, as more fully set forth in **Exhibit B**: 1) design and engineer all sewer infrastructure needed to extend the sanitary sewer under construction in Oceanport Way to serve the Parcels; and 2) prepare a Scope of Services for the Construction and Installation Work to prepare the same for public bidding. It is understood that TRWRA will oversee the Construction and Installation Work.

FMERA shall pay 100% of the costs of the Project not to exceed Ninety-Five Thousand Five Hundred Dollars (\$95,500.00) ("Project Costs"), including but not limited to consulting fees, design fees, permit costs, and all design and engineering costs associated with or arising from the Project. The cost of the actual permits is not included in the \$95,500.00 fee. TRWRA will return to FMERA upon completion of the Project any amount of the Project Costs that is not expended for the Project.

The Parties understand and agree that FMERA may utilize federal funding available under the American Rescue Plan Act of 2021 ("Federal Funds") to pay for the Project Costs. Notwithstanding the above, FMERA may choose to utilize other funds for the Project Costs either to supplement or in lieu of Federal Funds.

The Parties acknowledge that TRWRA will develop the Engineering and Designs which will be used by TRWRA to enter into a contract(s) with the lowest responsible bidder for the construction and installation work as required by the Local Public Contracts Law. TRWRA, in consultation with FMERA, will develop the Scope of Service for the bid package for the construction and installation contract and TRWRA, in consultation with Colliers Engineering and Design, will prepare and issue the Plans and Specifications for the Bid Package for the Construction and Installation Contract(s).

Grant Agreement with TRWRA

Contemporaneously with the MOU, FMERA is entering into a Grant Agreement with TRWRA in order to permit FMERA to disburse \$95,500.00 ("Grant Funds") from the Appropriated Funds to TRWRA for the costs of the Project ("Project Costs"). TRWRA may propose to amend Project Costs by providing written notice of the proposed amendment to FMERA, which shall be subject to FMERA's approval. TRWRA shall hold the Grant Funds in escrow and shall use Grant Funds solely as necessary for Project Costs. Upon execution of this Agreement and commencement of the Project, and until Project completion, TRWRA agrees to submit to FMERA monthly financial reports. The monthly reports should be sufficiently detailed to allow FMERA's staff to review.

In addition, staff requests delegated authority to FMERA's Executive Director to increase the Project Costs by an amount not to exceed 10% of the Project Costs for unforeseen costs associated with this Project. Any increase in costs beyond this amount is subject to FMERA's Board approval.

The attached MOU and Grant Agreement between FMERA and the TRWRA is 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.

Recommendation

In summary, I am requesting that the Board approve 1) a Memorandum of Understanding and Grant Agreement between the Fort Monmouth Economic Revitalization Authority and the Two Rivers Water Reclamation Authority for the funding and design (including preparation of all applications and associated, prerequisite environmental, engineering services), and survey for the Gravity Sanitary Sewer Extension Lines to serve Parcels 7 and 8; and (2) the grant of delegated authority to the Executive Director to increase Project Costs by an amount not to exceed 10% of the Project Costs for unforeseen costs associated with the Project.

Kara Kopach

Kara Kopach

Attachments: FMERA & TRWRA Memorandum of Understanding
Exhibits A, B
Grant Agreement
Prepared by: Regina McGrade

Resolution Regarding
Second Amendment to the Memorandum of Understanding between the Fort Monmouth Economic Revitalization Authority and the Two Rivers Water Reclamation 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’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. PM Construction’s Alternative Bid was for \$878,012.1 and

WHEREAS, additionally, FMERA 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. 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, on March 31, 2023, FMERA and TRWRA entered into the First Amendment to the MOU concerning the Construction of the Phase Two New Gravity Sanitary Sewer Lines to amend the Construction and Installation Work identified in the July 8, 2022 Phase 2 MOU to include: (i) an additional sewer line on Malterer Avenue and (ii) an extension to the Malterer Avenue line to connect the Fort Athletic Club and the FMERA office (Building 502) to the new Malterer Avenue line; and

WHEREAS, FMERA and TRWRA now seek to amend the Construction and Installation work to include an extension to the Russel Hall property (the “Russel Hall Extension”), across a portion of Avenue of Memories (aka Saltzman Avenue) as the defined areas within the Oceanport section of Fort Monmouth. Costs for the extension are estimated to be \$91,233.12. The extension will facilitate the replacement of the Army sewer system; and

WHEREAS, the Phase Two MOU will be amended and supplemented to reflect that the Parties agree that, in addition to those plans identified as Exhibits A, B & C that were attached and incorporated into the Phase Two MOU, the Phase Two MOU is now amended to include Colliers plans, the Sanitary Sewer Plan, attached hereto as Exhibit D. All other terms of the July 2022 MOU, as amended, remain the same; and

WHEREAS, the attached Second 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

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the Second Amendment to the Memorandum of Understanding between the Fort Monmouth Economic Revitalization Authority and the Two Rivers Water Reclamation 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: July 19, 2023

EXHIBIT 2

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

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

DATE: July 19, 2023

Request

I am requesting that the Board approve the Second Amendment to the Memorandum of Understanding (“MOU”) between the Fort Monmouth Economic Revitalization Authority (“FMERA”) and the Two Rivers Water Reclamation Authority (“TRWRA”) (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.

First 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 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.

On March 31, 2023, FMERA and TRWRA entered into the First Amendment to the MOU concerning the Construction of the Phase Two New Gravity Sanitary Sewer Lines to amend the Construction and Installation Work identified in the July 8, 2022 Phase 2 MOU to include: (i) an additional sewer line on Malterer Avenue and (ii) an extension to the Malterer Avenue line to connect the Fort Athletic Club and the FMERA office (Building 502) to the new Malterer Avenue line.

Second Amendment to the Memorandum of Understanding

FMERA and TRWRA now seek to amend the Construction and Installation work to include an extension to the Russel Hall property (the “Russel Hall Extension”), across a portion of Avenue of Memories (aka Saltzman Avenue) as the defined areas within the Oceanport section of Fort Monmouth. Costs for the extension are estimated to be \$91,233.12. The extension will facilitate the replacement of the Army sewer system.

The Phase Two MOU will be amended and supplemented to reflect that the Parties agree that, in addition to those plans identified as Exhibits A, B & C that were attached and incorporated into the Phase Two MOU, the Phase Two MOU is now amended to include Colliers plans, the Sanitary Sewer Plan, attached hereto as Exhibit D. All other terms of the July 2022 MOU, as amended, remain the same.

The attached Second 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.

Recommendation

In summary, I am requesting that the Board approve the Second Amendment to the MOU between FMERA and the Two Rivers Water Reclamation Authority and 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 Second Amendment
Prepared by: Regina McGrade

**Resolution Regarding
Agreement between FMERA and JCP&L for Installation of Electric Distribution Facilities on the Main Post of
Fort Monmouth in Eatontown and Oceanport**

WHEREAS, pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c.,191, Twelve Million Five Hundred Thousand dollars (\$12,500,000) of State Funds were appropriated for Fort Monmouth Electrical and Transportation; and

WHEREAS, FMERA's electrical infrastructure on the Main Post is aged and trending toward obsolesce, as a result, FMERA must replace this infrastructure with a new substation and ancillary electrical equipment including a new distribution grid. Based on the aforementioned funds, FMERA initiated conversations with JCP&L to fund new electrical infrastructure on the Main Post; and

WHEREAS, in February 2022, the FMERA Board approved an Agreement for the Installation of Electric Distribution Facilities for installation of a 22MVA substation ("Substation Agreement"). Per the Substation Agreement, JCP&L would provide the Fort Monmouth Main Post located in Oceanport and Eatontown with up to 17,000kVA of capacity to serve development within the FMERA property and JCP&L agreed to install a 22MVA substation. The Substation Agreement was executed on March 15, 2022. On March 23, 2022, FMERA transferred \$3,721,561.00, (the "Deposit") in state funds to JCP&L for the Project; and

WHEREAS, BPU No. 13, Electric, Company's Tariff for Service which is on file with, and approved by, the New Jersey Board of Public Utilities, directs the JCP&L to evaluate customer requests to increase capacity or extend facilities based on the expected return on investment to the Company, taking into account any contribution by the Customer to such costs. FMERA has requested that JCP&L extend electric distribution facilities to the parcels at the Premises. The request by FMERA to extend the electric distribution facilities will connect to the 22MVA substation and will be in conjunction with the Substation Agreement; and

WHEREAS, in compliance with the Tariff, JCP&L has evaluated FMERA's request to extend facilities and/or increase capacity and has determined that JCP&L is agreeable to proceed with the installation of the Extension based upon the terms of the Agreement; and

WHEREAS, for the purposes of the Agreement and the purpose of the Appropriated Funds, the cost to be paid in advance by FMERA for the Extension (in accordance with Company's invoicing and payment instructions) is separated into two components: (a) the non-refundable cost for FMERA requested special service location or installation costs which amounts to \$331,520.86 (the "Contribution"); and (b) the balance of \$5,094,062.14 (the "Deposit"), of which \$5,094,062.14 is subject to refund as described in the Agreement. Both the Contribution and the Deposit shall be subject to a final reconciliation for actual costs as described in the Agreement. FMERA shall have the opportunity for possible refunding of their deposit toward such Extension costs, through the ten (10) year term of the Agreement; and

WHEREAS, per the terms of the Agreement, at FMERA's sole expense, JCP&L agrees: (a) to use its best efforts to obtain the necessary rights-of-way and consents, and having obtained same, (b) to furnish with reasonable diligence, the necessary labor and materials to construct and complete an Extension to serve the Service Location. The Agreement shall become null and void and the obligations and covenants of the Parties under the Agreement shall cease to be effective in the event that the Company is unable to acquire any necessary rights-of-way and consents; and

WHEREAS, the Agreement shall become effective on the date of execution by the last of the Parties to sign and shall terminate upon the fulfillment of all terms and conditions specified in the Agreement provided, however, that FMERA executes in duplicate and returns the Agreement to the Company and the Company accepts and executes the Agreement within thirty (30) days from the day and year specified at the beginning of the Agreement; and

WHEREAS, JCP&L shall complete the Extension in accordance with the terms of the Agreement and by no later than September 1, 2026. JCP&L agrees that within thirty days of receipt of the payment for the Project, it will order all necessary parts and materials to complete the Extension, and further agrees to store all necessary parts and materials to complete the Project at a JCP&L owned site specifically designated for materials solely for this Extension. JCP&L shall be

responsible for securing said materials. FMERA agrees to pay an additional fee of up to \$250,000 to store the necessary parts and materials separate and apart from the general JCP&L supply. These designated parts, materials, and equipment shall not be used for any other purpose, other than to complete the Extension; and

WHEREAS, in accordance with the FMERA's request, the Extension will not include the installation of any transformation facilities or the connection of any specific distribution service. Distribution service shall be provided to future customers at the parcels shown in Attachment A upon individual request by said customers. The provision of such distribution service shall be subject to the requesting customer's execution of a separate agreement for an extension of electric distribution facilities and service shall be provided in accordance with BPU regulations and the Tariff; and

WHEREAS, JCP&L and FMERA agree to execute Company's Right-of-Way Agreement, which becomes an integral part of the Agreement and includes provisions for applicable environmental covenants of record, application of New Jersey tort law to the agreement, and any applicable indemnification provisions required by law; and

WHEREAS, if upon commencing installation of the line Extension, JCP&L encounters unanticipated conditions such as environmental concerns, digging in conditions requiring additional equipment, or other obstacles that do not allow standard design methods of construction to be employed, then the costs that were developed for this Agreement, which were based upon standard design, shall be deemed null and void. JCP&L will redesign the Extension job based upon actual field conditions and present FMERA with modified costs and/or methods of installation which will constitute an addendum to the Agreement; and

WHEREAS, FMERA has requested and JCP&L has agreed to perform the trenching and installing of conduit in such trench in accordance with JCP&L's specifications at FMERA's expense. The trenching and conduit installation shall be coordinated and performed by JCP&L so as to coincide with the installation schedule of JCP&L and Communications Companies. To the extent and for so long as the trenching and conduit installation is not so performed or does not comply, neither JCP&L nor any Communications Company shall have any obligation to install its facilities therein or otherwise supply service for the Extension; and

WHEREAS, all service installation work to be performed by FMERA at the Premises in order to accommodate the Extension is to be done in accordance with the applicable National Electric Code and the most current edition of the JCP&L's *Customer Guidance for Electric Service* and any changes, revisions or amendments thereto. If applicable, FMERA is also required to furnish and install a JCP&L approved meter-mounting device, as well as the 3" meter riser conduit on the utility side and any necessary service conduit on the load side of the meter-mounting device; and

WHEREAS, the payments by FMERA under the Agreement, totaling \$5,425,583 shall be paid in full prior to JCP&L commencing any construction work on the Extension. Upon completion of the Extension, JCP&L shall provide FMERA with an accounting of the total actual costs for completion of the Extension ("Final Extension Costs"), including a breakdown of the division of costs between the work associated with the Deposit and the Contribution. In the event that Final Extension Costs exceed the total payments made by FMERA under this Agreement, FMERA shall make a final reconciliation payment to JCP&L, which may consist of amounts that will be put toward either the Contribution or the Deposit as appropriate, in the amount of the difference between the Final Extension Costs and the total amount previously paid by the Customer under the Agreement; provided, however, payments by FMERA above ten (10%) percent of the \$5,425,583.00 shall be subject to FMERA's Board's approval; and

WHEREAS, in the event FMERA requests additional modification(s) not contemplated by this Agreement, JCP&L shall be under no obligation to undertake such modification(s) until: (i) Customer submits a detailed written request for any and all additional modification(s); (ii) JCP&L provides a revised cost estimate for the Extension including the requested modification(s); (iii) JCP&L and FMERA determine whether the Revised Cost Estimate would be within the ten percent margin not subject to FMERA's Board Approval; (iv) JCP&L provides written confirmation that they have necessary approvals to incur the Revised Cost Estimate; and (v) no change, amendment or modification to this Agreement to perform FMERA's additional modification(s) will be binding upon JCP&L without JCP&L's written approval; and

WHEREAS, in addition, staff requests delegated authority to FMERA's Executive Director to increase the Project Costs by an amount not to exceed 10% of the Project Costs for unforeseen costs associated with this Project. Any increase in costs beyond this amount is subject to FMERA's Board approval; and

WHEREAS, the attached Agreement for Installation of Electric Distribution Facilities between FMERA and JCP&L is in substantially final form. The final terms of the agreement will be subject to the approval of JCP&L, FMERA's Executive Director and a review as to the form of the agreement by the Attorney General's Office; and

WHEREAS, the Audit Committee reviewed the request and recommends it to the Board for approval.

THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves 1) an Agreement between Jersey Central Power & Light Company and the Fort Monmouth Economic Revitalization Authority for the installation of Electric Distribution Facilities on the Main Post of Fort Monmouth up to an amount not to exceed \$5,425,583; 2) grant delegated authority to FMERA's Executive Director for costs exceeding 10% of the total costs, and 3) approve costs for storage of the project materials up to an amount not to exceed \$250,000 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: July 19, 2023

EXHIBIT 3

MEMORANDUM

TO: Members of the Board

FROM: Kara Kopach
Executive Director

RE: Agreement between FMERA and JCP&L for Installation of Electric Distribution Facilities on the Main Post of Fort Monmouth in Eatontown and Oceanport.

DATE: July 19, 2023

Request

I am requesting that the Board approve: 1) an Agreement between Jersey Central Power & Light Company (“JCP&L” or “Company”) and the Fort Monmouth Economic Revitalization Authority (“FMERA” or “Customer”; collectively, “the Parties”) for the installation of Electric Distribution Facilities on the Main Post of Fort Monmouth up to an amount not to exceed \$5,425,583; 2) grant delegated authority to FMERA’s Executive Director for costs exceeding 10% of the total costs, and 3) approve costs for storage of the project materials up to an amount not to exceed \$250,000.

Background

Pursuant to the Fiscal Year 2022 Appropriations Act, L. 2021, c., 191, Twelve Million Five Hundred Thousand dollars (\$12,500,000) of State Funds were appropriated for Fort Monmouth Electrical and Transportation. FMERA’s electrical infrastructure on the Main Post is aged and trending toward obsolescence, as a result, FMERA must replace this infrastructure with a new substation and required electrical equipment including a new distribution grid. In February 2022, the FMERA Board approved an Agreement for the Installation of Electric Distribution Facilities for installation of a 22MVA substation (“Substation Agreement”). Per the Substation Agreement, JCP&L would provide the Fort Monmouth Main Post located in Oceanport and Eatontown with up to 17,000kVA of capacity to serve development within the FMERA property and JCP&L agreed to install a 22MVA substation. The Substation Agreement was executed on March 15, 2022. On March 23, 2022, FMERA transferred \$3,721,561.00, (the “Deposit”) in state funds to JCP&L for the Project.

Agreement with JCP&L

BPU No. 13, Electric, Company's Tariff for Service (the "Tariff") which is on file with, and approved by, the New Jersey Board of Public Utilities (“BPU” or “NJBP”), directs the JCP&L to evaluate customer requests to increase capacity or extend facilities based on the expected return on investment to the Company, taking into account any contribution by the Customer to such costs. FMERA has requested that JCP&L extend electric distribution facilities to the parcels at the Premises, as shown in Attachment A. The request by FMERA to extend the electric distribution facilities will connect to the 22MVA substation and will be in conjunction with the Substation Agreement.

In compliance with the Tariff, JCP&L has evaluated FMERA's request to extend facilities and/or increase capacity (the "Extension") and has determined that JCP&L is agreeable to proceed with the installation of the Extension based upon the terms of the Agreement.

For the purposes of the Agreement and the purpose of the Appropriated Funds, the cost to be paid in advance by FMERA for the Extension (in accordance with Company’s invoicing and payment instructions) is separated into two components: (a) the non-refundable cost for FMERA requested special service location or installation costs which



amounts to **\$331,520.86** (the “Contribution”); and (b) the balance of \$5,094,062.14 (the “Deposit”), of which **\$5,094,062.14** is subject to refund as described in the Agreement. Both the Contribution and the Deposit shall be subject to a final reconciliation for actual costs as described in the Agreement. FMERA shall have the opportunity for possible refunding of their deposit toward such Extension costs, through the ten (10) year term of the Agreement.

Per the terms of the Agreement, at FMERA’s sole expense, JCP&L agrees: (a) to use its best efforts to obtain the necessary rights-of-way and consents, and having obtained same, (b) to furnish with reasonable diligence, the necessary labor and materials to construct and complete an Extension to serve the Service Location. The Agreement shall become null and void and the obligations and covenants of the Parties under the Agreement shall cease to be effective in the event that the Company is unable to acquire any necessary rights-of-way and consents.

The Agreement shall become effective on the date of execution by the last of the Parties to sign (the “Effective Date”) and shall terminate upon the fulfillment of all terms and conditions specified in the Agreement provided, however, that FMERA executes in duplicate and returns the Agreement to the Company and the Company accepts and executes the Agreement within thirty (30) days from the day and year specified at the beginning of the Agreement.

JCP&L shall complete the Extension in accordance with the terms of the Agreement and by no later than September 1, 2026. JCP&L agrees that within thirty (30) days of receipt of the payment for the Project, it will order all necessary parts and materials to complete the Extension, and further agrees to store all necessary parts and materials to complete the Project at a JCP&L owned site specifically designated for materials solely for this Extension. JCP&L shall be responsible for securing said materials. FMERA agrees to pay an additional fee of up to \$250,000 to store the necessary parts and materials separate and apart from the general JCP&L supply. These designated parts, materials, and equipment shall not be used for any other purpose, other than to complete the Extension.

In accordance with the FMERA’s request, the Extension will not include the installation of any transformation facilities or the connection of any specific distribution service. Distribution service shall be provided to future customers at the parcels shown in Attachment A upon individual request by said customers. The provision of such distribution service shall be subject to the requesting customer’s execution of a separate agreement for an extension of electric distribution facilities and service shall be provided in accordance with BPU regulations and the Tariff.

JCP&L and FMERA agree to execute Company’s Right-of-Way Agreement, which becomes an integral part of the Agreement and includes provisions for applicable environmental covenants of record, application of New Jersey tort law to the agreement, and any applicable indemnification provisions required by law.

If upon commencing installation of the line Extension, JCP&L encounters unanticipated conditions such as environmental concerns, digging in conditions requiring additional equipment, or other obstacles that do not allow standard design methods of construction to be employed, then the costs that were developed for this Agreement, which were based upon standard design, shall be deemed null and void. JCP&L will redesign the Extension job based upon actual field conditions and present FMERA with modified costs and/or methods of installation which will constitute an addendum to the Agreement.

FMERA has requested and JCP&L has agreed to perform the trenching and installing of conduit in such trench in accordance with JCP&L’s specifications at FMERA’s expense. The trenching and conduit installation shall be coordinated and performed by JCP&L so as to coincide with the installation schedule of JCP&L and Communications Companies. To the extent and for so long as the trenching and conduit installation is not so performed or does not comply, neither JCP&L nor any Communications Company shall have any obligation to install its facilities therein or otherwise supply service for the Extension.

All service installation work to be performed by FMERA at the Premises in order to accommodate the Extension is to be done in accordance with the applicable National Electric Code and the most current edition of the JCP&L’s Customer Guidance for Electric Service and any changes, revisions or amendments thereto. If applicable, FMERA is also required to furnish and install a JCP&L approved meter-mounting device, as well as the 3” meter riser conduit on the utility side and any necessary service conduit on the load side of the meter-mounting device.

The payments by FMERA under the Agreement, totaling \$5,425,583 (“Project Costs”) shall be paid in full prior to JCP&L commencing any construction work on the Extension. Upon completion of the Extension, JCP&L shall provide FMERA with an accounting of the total actual costs for completion of the Extension (“Final Extension Costs”), including a breakdown of the division of costs between the work associated with the Deposit and the Contribution. In the event that Final Extension Costs exceed the total payments made by FMERA under this Agreement, FMERA shall make a final reconciliation payment to JCP&L, which may consist of amounts that will be put toward either the Contribution or the Deposit as appropriate, in the amount of the difference between the Final Extension Costs and the total amount previously paid by the Customer under the Agreement; provided, however, payments by FMERA above ten (10%) percent of the \$5,425,583.00 shall be subject to FMERA’s Board’s approval.

In the event FMERA requests additional modification(s) not contemplated by this Agreement, JCP&L shall be under no obligation to undertake such modification(s) until: (i) Customer submits a detailed written request for any and all additional modification(s); (ii) JCP&L provides a revised cost estimate for the Extension including the requested modification(s) (“Revised Cost Estimate”); (iii) JCP&L and FMERA determine whether the Revised Cost Estimate would be within the ten percent (10%) margin not subject to FMERA’s Board Approval; (iv) JCP&L provides written confirmation that they have necessary approvals to incur the Revised Cost Estimate; and (v) no change, amendment or modification to this Agreement to perform FMERA’s additional modification(s) will be binding upon JCP&L without JCP&L’s written approval.

In addition, staff requests delegated authority to FMERA’s Executive Director to increase the Project Costs by an amount not to exceed 10% of the Project Costs for unforeseen costs associated with this Project. Any increase in costs beyond this amount is subject to FMERA’s Board approval.

The attached Agreement for Installation of Electric Distribution Facilities between FMERA and JCP&L is in substantially final form. The final terms of the agreement will be subject to the approval of JCP&L, FMERA’s Executive Director and a review as to the form of the agreement by the Attorney General’s Office. The Audit Committee has reviewed the request and recommends it to the Board for approval.

Recommendation

Staff requests that the Board approve: 1) an Agreement between Jersey Central Power & Light Company and the Fort Monmouth Economic Revitalization Authority for the installation of Electric Distribution Facilities on the Main Post of Fort Monmouth up to an amount not to exceed \$5,425,583; 2) grant delegated authority to FMERA’s Executive Director for costs exceeding 10% of the total costs, and 3) approve costs for storage of the project materials up to an amount not to exceed \$250,000.



Kara Kopach

Attachments: FMERA and JCP&L Agreement
Prepared by: Regina McGrade & Sarah Giberson