

**Fort Monmouth Economic Revitalization Authority  
Board Meeting  
July 19, 2023  
Public Meeting and Teleconference**

**MINUTES OF THE MEETING**

**Members of the Authority and/or Designees present:**

- Anthony Talerico, Jr. – Mayor of Eatontown – V (Serving as Vice-Chairperson)
- Lillian Burry – Monmouth County Commissioner – V
- Stephen Gallo – Public Member – V
- Jay Coffey – Mayor of Oceanport – V
- Tracy Buckley – Tinton Falls Councilwoman – V – Designee
- Jamera Sirmans – Associate Counsel, Governor’s Authorities Unit – V – Designee
- Jorge Santos – Chief Real Estate Development Officer, NJEDA – V – Designee
- Elizabeth Dragon – Assistant Commissioner Community Investment and Economic Revitalization - Designee
- Robert Long – Deputy Commissioner, NJ Department of Community Affairs – Designee
- Wayne Smith – State Veterans Program Coordinator, NJ Department of Labor & Workforce Development – Designee
- William Riviere – Principal Planner, NJ Department of Transportation – Designee

V – Denotes Voting Member

**Members of the Authority and/or Designees not present:**

**Also present:**

- Kara Kopach, Executive Director
- FMERA staff:
  - Regina McGrade – Administrative Manager
  - Jennifer Lepore – Accounting Manager
  - Sarah Giberson – Senior Marketing & Real Estate Development Officer
  - Kristy Dantes – Director of Facilities & Infrastructure
  - Joe Fallon – Senior Environmental Officer
  - Laura Drahushak – Director of Legal Affairs
- Matt Reagan, Deputy Attorney General (DAG)

The meeting was called to order by Mayor Anthony Talerico, Jr. at 5:01 p.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 June 21<sup>st</sup> regular meeting minutes. A motion was made to approve the minutes by Steve Gallo and seconded by Jay Coffey.

Kara Kopach conducted a roll call vote.

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

Motion to Approve: STEVE GALLO  
 Ayes: 7

Second: JAY COFFEY

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

There was no public comment.

**EXECUTIVE DIRECTOR/SECRETARY’S REPORT & UPDATE**

Tonight the Board is scheduled to vote on a new JCP&L Distribution Agreement to replace the Main Post Distribution grid and it couldn’t have come at a more perfect time. In the past several weeks, the Fort has experienced power failures caused by unforeseen and uncontrolled incidents.

On Monday, June 5<sup>th</sup>, a vehicle struck a utility pole on Sherrill Avenue. The resulting outage affected a dozen homes in the East Gate development, the Fitness Center and other end users. The repair was accomplished over two separate days with our high voltage line crew completing a temporary reconfiguration of our grid. Two weeks later a permanent repair was completed, which included another brief outage.

On Tuesday, July 5<sup>th</sup>, power on the north side of the Fort was interrupted when a transient surge, or power spike, occurred on the JCP&L transmission line that feeds our power grid. The spike blew out several lightning arrestors and line fuses, which protects our electrical grid from major damage. Electric power to the East Gate development, and Pulte homes was affected for several hours.

While neither of these incidents occurred due to the FMERA system failures, and our team was able to respond, diagnose, and repair the issues within a reasonable amount of time, we understand how frustrating these power outages are for the end users and appreciate the patience of our customers. We continue to work to improve and implement ways to communicate and update our customers when incidents occur and are thrilled at the idea that JCP&L will own the entire system in a few short years.

**COMMITTEE REPORTS**

1. AUDIT COMMITTEE

Anthony Talerico, Jr. stated that the Committee met on July 17<sup>th</sup> and discussed the following:

- Discussion regarding an Agreement between FMERA and JCP&L for 1) the installation of Electric Distribution Facilities on the Main Post up to an amount not to exceed \$5,425,583; 2) the grant of delegated authority to the 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. The Committee reached a consensus and agreed to recommend to the Board for approval.

2. REAL ESTATE COMMITTEE

Anthony Talerico, Jr. stated that the Real Estate Committee met on July 11<sup>th</sup> and discussed the following:

- Discussion regarding an MOU and Grant Agreement between FMERA and the Two Rivers Water Reclamation Authority for the funding, design, and survey for the Gravity Sanitary Sewer Extension Lines to serve Parcels 7 and 8 and the grant of delegated authority to the Executive Director to increase Project Costs by an amount not to exceed 10%. The Committee reviewed the request and recommended it to the Board for approval.

- Discussion regarding the 2<sup>nd</sup> Amendment to the MOU between FMERA and Two Rivers Water Reclamation Authority to amend the Construction and Installation work to include an extension to the Russel Hall property, across a portion of Avenue of Memories. Costs for the extension are estimated to be \$91,233.12. The Committee reviewed the request and recommended it to the Board for approval.

**Other Items:**

- 1) JCP&L Distribution Agreement (Board Action)
- 2) Monmouth County Woodlands Parcel
- 3) Mega Parcel Reuse Plan Amendment
- 4) Squier Hall Baseball Fields

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

The Committee did not meet this month.

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

The Committee did not meet this month.

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

The Committee did not meet this month.

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

The Committee did not meet this month.

**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.

Laura Drahushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 1.

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

Kara Kopach conducted a roll call vote.

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

Motion to Approve: STEVE GALLO

Second: JAY COFFEY

Ayes: 7

- 2) Consideration of Approval of the Second Amendment to the Phase II Memorandum of Understanding between FMERA and the Two Rivers Water Reclamation Authority.

Laura Drahushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 2.

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

Kara Kopach conducted a roll call vote.

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

Motion to Approve: LILLIAN BURRY Second: JAY COFFEY

Ayes: 7

- 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.

Laura Draushak read a summary of the Board memo.

The resolution is attached hereto and marked Exhibit 3.

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

Kara Kopach conducted a roll call vote.

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

Motion to Approve: STEVE GALLO Second: LILLIAN BURRY

Ayes: 7

**OTHER ITEMS**

There were no other items before the Board.

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

There was no public comment.

There being no further business, on a motion by Jamera Sirmans and seconded by Lillian Burry 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**  
**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**

**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**

**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**