

**Fort Monmouth Economic Revitalization Authority  
In-Person & Telephonic Board Meeting  
502 Brewer Avenue, Oceanport, N.J. 07757  
Dial In: 888-431-3598 / Access Code: 1123026  
Agenda – September 18, 2024**

1. **Call to Order**
2. **Notice of Public Meeting**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Welcome**
6. **Approval of Previous Month's Board Meeting Minutes**
7. **Executive Director/Secretary Report & Update**
8. **Public Comment Regarding Board Action Items**
  - Appointment of Audit Committee and Real Estate Committee Members
  - Staff Review of Executive Session Minutes
9. **Committee Reports**
  - 1) Audit Committee – Anthony Talerico, Jr., Chairman
  - 2) Real Estate Committee – McKenzie Wilson, Chairwoman
  - 3) Environmental Staff Advisory Committee – Elizabeth Dragon, Chairwoman
  - 4) Historical Preservation Staff Advisory Committee – Tom Tvrdek, Chairman
  - 5) Housing Staff Advisory Committee – Vacant, Chairperson
  - 6) Veterans Staff Advisory Committee – Tom Arnone, Chairperson
10. **Board Actions**
  - 1) Consideration of Approval of Organizational Matters
    - i) Appointment of Vice-Chairperson
    - ii) Secretary and Treasurer of the Authority
    - iii) Assistant Secretaries of the Authority
    - iv) OPRA Records Custodian and Ethics Liaison
    - v) Meeting Schedule for October 2024 – September 2025
  - 2) Consideration of Approval of Staff Advisory Committee Membership.
  - 3) Consideration of Approval of the First Amendment to the Direct Loan Promissory Note and First Modification of the Direct Loan Agreement
  - 4) Consideration of Approval of a Memorandum of Understanding & Grant Agreement between the FMERA and the Two Rivers Water Reclamation Authority for the Funding and Design of the Sanitary Sewer Lateral to service the McAfee Center in Oceanport.
  - 5) Consideration of Approval of the Fourth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement with Netflix, Inc for the Mega Parcel in Eatontown and Oceanport.
11. **Other Items**
12. **Public Comment Regarding any FMERA Business**
13. **Adjournment**



## MEMORANDUM

**To:** Members of the Board

**From:** Kara Kopach  
Executive Director

**Date:** September 18, 2024

**Subject:** Monthly Status Report

### Summary

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

### Treasurer's Report

The budget process for 2025 is now underway. In the coming weeks, FMERA staff will hold budget sessions and begin drafting the 2025 FMERA Budget. The draft budget will then be presented to the Audit Committee for their review. The 2025 FMERA Budget is scheduled to be brought to the Board for its consideration and approval at the December meeting. FMERA controls spending to the extent possible, until land sales occur, and proceeds are received, at which point we determine which projects in our budget can be completed. With the end of the 3<sup>rd</sup> quarter approaching, FMERA is targeted to remain under budget in all categories through year-end.

### Executive Director's Report

#### • Update on Utilities and Infrastructure

- Two Rivers Water Reclamation Authority will begin the demolition of seven abandoned former Army sanitary pump stations this fall.
- The abatement and demolition project, which will ultimately clear Buildings 550 and 551 is expected to be completed by mid-October 2024.
- FMERA continues to work with Jersey Central, Power & Light toward the construction of a new 22-megawatt electrical substation and 15KVA distribution system on the main post. JCP&L recently received the CAFRA permit for the substation portion of the buildout from the New Jersey Department of Environmental Protection. This new infrastructure will systematically replace the existing 4160V electrical grid and make JCP&L the primary power provider, eventually taking FMERA out of the power supply business. FMERA continues to repair, replace, and maintain aged electrical infrastructure on the fort pending the commissioning of the new substation and distribution system.
- Field data collection and evaluation of stormwater infrastructure located on the Main Post of the Fort continues. The project involves identifying and recording necessary repairs and/or replacements to pipes, manholes, catch basins and outfall structures. The goal is to convey ownership of stormwater infrastructure to the Boroughs of Eatontown and Oceanport once the stormwater infrastructure study is completed and all necessary repairs are made.
- Three new infrastructure projects will commence in the coming months. Working with The Two Rivers Water Reclamation Authority, the Parcel 7&8 Sanitary Main Extension Project will connect to the upstream end of the South Interceptor and continue the sanitary main westerly along Oceanport Way to the western end of the Eatontown Housing parcel. Thereafter, working with New Jersey American Water, the Phase 4 Water Main Extension Project will extend water service easterly along Todd Avenue and Oceanport Way supplying water to the Eatontown Housing Parcel. Finally, we are working with Colliers Engineering and Design exploring possible remedies to drainage issues along Todd Avenue.
- The On-site Maintenance Team continues to maintain fire suppressions systems of buildings to be reused by the Mega Parcel purchaser.
- Review of Netflix demolition and development plans for Phases 1B is on-going in support of the development Team.

## 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 eighteen properties:

- Former Patterson Army Hospital on December 13, 2013, with AcuteCare Systems.
- Monmouth County Adult Shelter on November 17, 2016, with Monmouth County.
- 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 and medical offices.
- Oceanport Municipal Complex on August 16, 2017, where the Borough of Oceanport purchased the property for their new Oceanport Borough Hall, Police Department, Department of Public Works and Office of Emergency Management.
- Fitness Center on September 26, 2017, enabling Fort Partners Group, LLC, to renovate and expand the facility to emphasize basketball and medically based fitness and wellness programs, and individualized group training and classes.
- Dance Hall Parcel on April 4, 2018, to The Loft Partnership, LLC. The developer renovated the Dance Hall as a banquet facility. They have booked over 200 weddings and events since opening.
- 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. NJCU is currently partnering with RWJ to utilize the university's state-of-the art training facilities.
- 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 in 2022, Baseline Social, a full-service state of the art bar and restaurant opened last summer and Mr. Green Tea, the specialty mochi and ice cream distributor is also open.
- 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, being developed with up to 185 new and renovated historic housing units. Townhouses are for sale, many of which have already been sold and are occupied. The riverwalk for this site is also fully constructed and connects to the walking trail on the RPM property.
- 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, business lofts, and open space/recreation uses. Construction is underway on this site as both the business lofts and retail are being built while other site prep like the retention basins are ongoing.
- Nurses Quarters, on June 25, 2024, with RPM Development, LLC for the renovation of the 24-unit residential complex along with 10 new townhomes on Main Street adjacent to the former Patterson Army Hospital.

In **Eatontown**, FMERA has closed on the following four properties:

- Motor Pool, on November 17, 2016, with Monmouth County for a public works facility.

- Suneagles Golf Course, on December 18, 2020, with Martelli Development, LLC, who has upgraded the existing Golf Course and renovated the historic Gibbs Hall. Martelli Signature Homes 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.
- 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, additional recreational amenities, and accompanying bathrooms.

Also in **Eatontown**, FMERA has executed or approved contracts on the following property:

- Howard Commons, with Lennar Corporation for the construction of 275 Housing Units along Pinebrook Road, together with a retail component consisting of a maximum building square footage of 40,000 fronting on Hope Road and the paved and parking areas located within the property. Lennar has an obligation to provide twenty units of supportive housing on the property. Lennar will demolish over 480 vacant soldier housing units as part of the redevelopment and construct a 5-acre parcel for the Borough of Eatontown to use as open space.

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, with the intention of retaining some space for its operations via lease.
- Building 2525, on February 5, 2016, with Aaski Technologies for technology and office uses. Aaski sold a portion of the property to the Kiely Company following project completion.
- Child Development Center, on March 18, 2016, with Trinity Hall, for the all-girls high school. Trinity Hall completed their second-generation project on the site and is currently pursuing its third-generation expansion.
- 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, was originally transferred to Commvault Systems, Inc. for use as corporate office and training space. The Charles Wood Fire Station is now targeted for use as a regional emergency services center.
- 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 has broken ground and is constructing its cancer center.

Also in **Tinton Falls**, FMERA has executed contracts on three 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. A closing is planned this summer.
- 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.
- County Woodlands Parcel, with Monmouth County for a 23.78-acre property for county open space preservation.

### 3. **Development & Marketing Update**

FMERA continues to make good progress on the Fort's redevelopment, with about 86% of the Fort's 1,126 acres sold, under contract, in negotiations, or entering the request for proposals process. To date, FMERA has sold 36 parcels, and another 5 parcels are under contract or have Board-approved contracts for a first-generation project. FMERA closed on the Fabrication Shops parcel last week and anticipates a closing on the Monmouth County Woodlands parcel in the next several weeks.

FMERA's redevelopment continues to move forward, with new homes, business, and amenities coming online on a rolling basis. In the Oceanport section of the Fort, Allison Hall is rehabilitating three structures on the site and has made significant progress on the construction of its new facilities. The Allison Hall parcel, known as Riverwalk Center, plans to welcome a wide array of tenants from restaurants, recreation, fitness, a brewery, and more. New homes continue to populate the Parkers Creek development by Pulte, and Baseline Social has become a local hot spot, offering dining and interactive experiences, like golf caves and live music. Mr. Green Tea, the specialty mochi and ice cream distributor and Birdsmouth Brewery are also open for business at the former Commissary. The developer of the property is currently finalizing its plans for the next phase of on-site development. In Eatontown, Martelli Development continues to make excellent progress on the residential component of Suneagles Golf Course, The Ridge, and is also nearing completion on its affordable housing units. Lennar's professionals have started work on-site at the Howard Commons property. In Tinton Falls, most of the Charles Wood area is already developed. However, construction of RWJBarnabas Health's medical campus is on-going with the 100,000 sf Cancer Center. Trinity Hall's expansion is currently underway.

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 otherwise be seen Fort-wide. As for the Mega Parcel, Netflix's plans for Phase 1A have been reviewed by FMERA and a Mandatory Conceptual Review letter has been issued. The plans will ultimately be reviewed by the municipalities and the County for Planning Board approvals, as well. FMERA has started preliminary reviews for Netflix's next phase of redevelopment, to be approved under a second MCR once a final submission is made. Significant administrative work remains. At present, Netflix's contractor is beginning to clear out Vail Hall, which is slated for reuse. In addition, subject to Board approval, Netflix intends to begin pre-closing abatement and demolition work, which will begin the process of removing over a million square feet of blight.

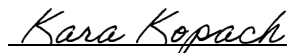
FMERA staff is in the process of drafting its next Request for Offers to Purchase for an affordable housing development on the Eatontown Housing Parcel, which is also subject to Plan Amendment #20. FMERA anticipates issuing an RFOTP for this parcel in the next several months.

FMERA is actively working to promote the services and opportunities now available at the Fort through media, meetings, and additional speaking engagements.

Thank you to everyone who participated in last week's blood drive in conjunction with RWJBarnabas and Monmouth County. Don't miss the 5k Skeleton Run on October 26<sup>th</sup> in support of HABcore.

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.

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

  
Kara Kopach

Prepared by: Regina McGrade

**Resolution Regarding the  
Re- Appointment of a Vice-Chairperson  
Re-appointment of a Secretary, Treasurer and Assistant Secretaries  
Re-appointment of OPRA Records Custodian and Ethics Liaison, and  
Approval of October 2024 – September 2025 Meeting Dates**

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

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

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves the re-appointment of Mayor Anthony Talerico, Jr. to serve as Vice-Chairperson.
2. The Authority approves the re-appointment of the Executive Director as Secretary and the Accounting Manager as Treasurer.
3. The Authority approves the re-appointment of the Office Administrative Manager and the Managing Director and Director of Legal Affairs as Assistant Secretaries.
4. The Authority affirms the re-appointment of Fred Cole as Ethics Liaison Officer and Marcus Saldutti as OPRA Records Custodian.
5. The Authority approves the October 2024 – September 2025 Meeting Dates attached hereto.
6. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, Saturdays, Sundays, and public holidays excepted, after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor of the State of New Jersey for his approval, unless during such 10-day period the Governor of the State of New Jersey shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

**ATTACHMENT**

**Dated: September 18, 2024**

**EXHIBIT 1**

**MEMORANDUM**

**TO:** Members of the Board

**FROM:** McKenzie Wilson  
Chairwoman

**DATE:** September 18, 2024

**SUBJECT:** Annual Meeting

The Fort Monmouth Economic Revitalization Authority's ("FMERA") By-Laws provide that an annual reorganization meeting be held in September of each year.

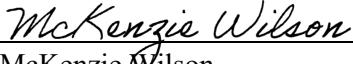
At the annual meeting, one of the purposes of the meeting is to appoint a Vice-Chairperson of the Authority for the coming year. In September 2023, Eatontown Mayor Anthony Talerico, Jr. was appointed as the Vice-Chairperson. I recommend that Mayor Anthony Talerico, Jr. be re-appointed as Vice-Chairperson.

The By-Laws of the Authority provide for the appointment of a Secretary and Treasurer. I am recommending re-appointing Executive Director Kara Kopach as Secretary and Accounting Manager Jennifer Lepore as Treasurer. The By-Laws also provide for the appointment of one or more Assistant Secretaries. Specifically, the By-Laws state that the Authority may by resolution appoint one or more Assistant Secretaries and provide them with the power to perform any and all duties as Secretary, by request of the Secretary or if he or she is absent or disabled. Therefore, I hereby recommend the reappointment of Administrative Manager Regina McGrade and Managing Director and Director of Legal Affairs Laura Drahushak as Assistant Secretaries.

I am also seeking the Board to reaffirm the appointment of the NJEDA's Senior Vice President of Business Support, Fred Cole as Ethics Liaison Officer and the NJEDA's Senior Legal Affairs Officer, Marcus Saldutti as OPRA Records Custodian.

In addition, attached is a proposed schedule of the monthly Board meetings for October 2024 – September 2025.

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

  
\_\_\_\_\_  
McKenzie Wilson

Attachment: 2024-2025 Board Meeting Calendar



## FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

### 2024-2025 Board Meeting Calendar

DATE	TIME	
<b>Wednesday, October 16, 2024</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, November 20, 2024</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, December 18, 2024</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, January 15, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, February 19, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, March 19, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, April 16, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, May 21, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, June 18, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, July 16, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, August 20, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026
<b>Wednesday, September 17, 2025</b>	5:00 PM	502 Brewer Avenue, Oceanport, NJ 07757 Dial In: 888-431-3598 / Access Code: 1123026

Please note that all meeting dates, times and locations are subject to change. New dates, times and locations will be posted accordingly.





**Resolution Regarding  
Staff Advisory Committee Membership Criteria**

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

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

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

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

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

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

**THEREFORE, BE IT RESOLVED THAT:**

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

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

**ATTACHMENT**

**Dated: September 18, 2024**

**EXHIBIT 2**

**MEMORANDUM**

**TO:** Members of the Board

**FROM:** Kara Kopach  
Executive Director

**DATE:** September 18, 2024

**SUBJECT:** Staff Advisory Committee Membership Criteria

**Request**

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

**Background**

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

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

**Recommendation**

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

  
Kara Kopach

Prepared by: Regina McGrade

**Resolution Regarding  
Third Loan from New Jersey Economic Development Authority**

**WHEREAS**, the EDA is an independent State authority that serves as the State's "bank for business" by financing small and mid-sized businesses, administering tax incentives to retain and grow jobs, revitalizing communities through redevelopment initiatives, and supporting entrepreneurial development by providing access to training and mentoring programs.; and

**WHEREAS**, under the FMERA Act (N.J.S.A. 52:27I-21 et seq.), the EDA may make a loan to FMERA on terms and conditions acceptable to the EDA and FMERA. The EDA Board approved a \$5 million Direct Loan Agreement to FMERA at its August 13, 2019 meeting, and the FMERA Board approved the Direct Loan Agreement at its August 21, 2019 meeting, and

**WHEREAS**, the \$5 million Direct Loan Agreement was for general working capital purposes, with a 60-month term and a 12-month draw period, at an interest rate of 2%. The loan closed on September 26, 2019 and matures on October 1, 2024. The entire \$5 million was drawn down. The loan was utilized to fund general working capital needs which comprised primarily of salaries, general and administrative expenses, program costs (which consist of professional services, property maintenance, utilities) and debt service; and

**WHEREAS**, FMERA had been selling properties in order to generate revenue; however, the timing and closing of those sales took longer than anticipated and created the demand for the loan. The current balance on the loan is \$4,213,389. In addition to the monthly interest payments, there have been three principal payments to EDA generated from the net sales proceeds of Phase 1 Parcels aggregating to \$786,611; and

**WHEREAS**, due to delays in property sales as a result of the COVID-19 pandemic along with a determination by FMERA's Board that the highest and best use of the majority of the remaining property was the issuance of a request for offers to purchase of an approximately 292-acre Mega parcel for uses in alignment with the Governor's Economic Plan's strategic priorities, FMERA requires additional time to pay off this loan; and

**WHEREAS**, to permit both FMERA and EDA time to assess how to modify the Direct Loan Agreement to ensure FMERA has enough time to pay off the loan, on August 22, 2024, EDA under its delegated authority, approved a six-month loan extension from the original maturity date of October 1, 2024 to April 1, 2025 subject to FMERA's Board approval. All other material terms remain unchanged; and

**WHEREAS**, additionally, EDA staff has delegated authority to agree to an additional six-month extension, extending the term from April 1, 2025 to October 1, 2025, if more time is required. In addition, staff requests the grant of delegated authority to the FMERA's Executive Director to execute an additional six-month extension (to October 1, 2025) to the Direct Loan Promissory Note and the Direct Loan Agreement and any related financing documents required by EDA in connection with the loan extension; and

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

**THEREFORE, BE IT RESOLVED THAT:**

1. The Authority approves 1) the authorization of the execution of a First Amendment to the Direct Loan Promissory Note and First Modification of the Direct Loan Agreement for a six-month extension until April 1, 2025 to the Direct Loan Agreement with the New Jersey Economic Development Authority and any related financing documents required by EDA in connection with the loan extension and 2) the grant of delegated authority to FMERA's Executive Director to execute an additional six-month extension (to October 1, 2025) to the Direct Loan Promissory Note and the Direct Loan Agreement and any related financing documents required

by EDA in connection with the loan extension.

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

**ATTACHMENT**

**Dated: September 18, 2024**

**EXHIBIT 3**

Draft

**MEMORANDUM**

**TO:** Members of the Board

**FROM:** Kara Kopach  
Executive Director

**RE:** First Amendment to the Direct Loan Promissory Note and First Modification of the Direct Loan Agreement

**DATE:** September 18, 2024

**Request**

I am requesting that the Board 1) authorize the execution of a First Amendment to the Direct Loan Promissory Note and First Modification of the Direct Loan Agreement (collectively “Direct Loan Extension”) for a six-month extension until April 1, 2025 to the Direct Loan Agreement with the New Jersey Economic Development Authority (“EDA”) and any related financing documents required by EDA in connection with the loan extension and 2) the grant of delegated authority to FMERA’s Executive Director to execute an additional six-month extension (to October 1, 2025) to the Direct Loan Promissory Note and the Direct Loan Agreement and any related financing documents required by EDA in connection with the loan extension.

**Background**

The EDA is an independent State authority that serves as the State’s “bank for business” by financing small and mid-sized businesses, administering tax incentives to retain and grow jobs, revitalizing communities through redevelopment initiatives, and supporting entrepreneurial development by providing access to training and mentoring programs. Under the FMERA Act (N.J.S.A. 52:27I-21 et seq.), the EDA may make a loan to FMERA on terms and conditions acceptable to the EDA and FMERA. The EDA Board approved a \$5 million Direct Loan Agreement to FMERA at its August 13, 2019 meeting, and the FMERA Board approved the Direct Loan Agreement at its August 21, 2019 meeting.

The \$5 million Direct Loan Agreement was for general working capital purposes, with a 60-month term and a 12-month draw period, at an interest rate of 2%. The loan closed on September 26, 2019 and matures on October 1, 2024. The entire \$5 million borrower was drawn down. The loan was utilized to fund general working capital needs which comprised primarily of salaries, general and administrative expenses, program costs (which consist of professional services, property maintenance, utilities) and debt service. FMERA had been selling properties to generate revenue; however, the timing and closing of those sales took longer than anticipated and created the demand for the loan. The current balance on the loan is \$4,213,389. In addition to the monthly interest payments, there have been three principal payments to EDA generated from the net sales proceeds of Phase 1 Parcels aggregating to \$786,611.

**Direct Loan Extension**

Due to delays in property sales as a result of the COVID-19 pandemic along with a determination by FMERA’s Board that the highest and best use of the majority of the remaining property was the issuance of a request for offers to purchase of an approximately 292-acre Mega parcel for uses in alignment with the Governor’s Economic Plan’s strategic priorities, FMERA requires additional time to pay off this loan. To permit both FMERA and EDA time to assess how to modify the Direct Loan Agreement to ensure FMERA has enough time to pay off the loan, on August



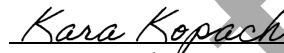
22, 2024, EDA under its delegated authority, approved a six-month loan extension from the original maturity date of October 1, 2024 to April 1, 2025 subject to FMERA's Board approval. All other material terms remain unchanged.

Additionally, EDA staff has delegated authority to agree to an additional six-month extension, extending the term from April 1, 2025 to October 1, 2025, if more time is required. In addition, staff requests the grant of delegated authority to FMERA's Executive Director to execute an additional six-month extension (to October 1, 2025) to the Direct Loan Promissory Note and the Direct Loan Agreement and any related financing documents required by EDA in connection with the loan extension.

The Audit Committee has reviewed the request and recommends it to the Board for approval.

**Recommendation**

In summary, I am requesting that the Board 1) authorize the execution of a First Amendment to the Direct Loan Promissory Note and First Modification of the Direct Loan Agreement for a six-month extension until April 1, 2025 to the Direct Loan Agreement with the New Jersey Economic Development Authority and any related financing documents required by EDA in connection with the loan extension and 2) the grant of delegated authority to FMERA's Executive Director to execute an additional six-month extension (to October 1, 2025) to the Direct Loan Promissory Note and the Direct Loan Agreement and any related financing documents required by EDA in connection with the loan extension.

  
Kara Kopach

Prepared by: Jennifer Lepore

**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**, the Parties enter into this MOU to reflect the mutual understanding of the Parties relative to the funding and design, bidding, and construction and installation services for the Sanitary Sewer Lateral to service the McAfee Center in the Borough of Oceanport. The purpose of the Project is to design, engineer and construct a Sanitary Sewer Lateral to serve the McAfee Center in the Borough of Oceanport in compliance with all applicable environmental regulations.

**WHEREAS**, the Project includes the preparation of Plans and Specifications to publicly bid the ultimate construction and installation of the extension. This Project does not include installation of new lines to service the future development areas other than the McAfee Center. All future tie-ins shall be the responsibility of any developer(s) of adjacent properties. The Project also includes the construction services (administration and observation) during the installation of the Sanitary Sewer Lateral; and

**WHEREAS**, FMERA shall pay 100% of the costs of the “Project” not to exceed One Hundred and Eighty Thousand Seven Hundred and Eighty-Eight (\$180,788.00) Dollars (“Project Costs”), including but not limited to consulting fees, design fees, permit costs, and all design and engineering costs associated with or arising from the Project. FMERA hereby confirms that FMERA will pay the Project Costs associated with the Design, Engineering Work, and Construction and Installation Work; and



**WHEREAS**, TRWRA shall not be required to utilize any of its own funds to pay costs or expenses of the Design and Engineering Work and Construction and Installation Work. 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**, contemporaneously with the MOU, FMERA is entering into a Grant Agreement with TRWRA in order to permit FMERA to disburse One Hundred and Eighty Thousand Seven Hundred and Eighty-Eight (\$180,788.00) Dollars ("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; 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 the 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 approve 1) a Memorandum of Understanding and Grant Agreement between the FMERA and the Two Rivers Water Reclamation Authority regarding the funding and design (including preparation of all applications and associated engineering services), bidding, and construction and installation services for the Sanitary Sewer Lateral to service the McAfee Center in the Borough of Oceanport and 2) the grant of delegated authority to FMERA's Executive Director to increase the cost by an amount not to exceed 10% for unforeseen costs.

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

**Attachment**

**Dated: September 18, 2024**

**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:** September 18, 2024

### **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") (the "Parties") regarding the funding and design (including preparation of all applications and associated engineering services), bidding, and construction and installation services for the Sanitary Sewer Lateral to service the McAfee Center in the Borough of Oceanport and 2) the grant of delegated authority to FMERA's Executive Director to increase the cost by an amount not to exceed 10% for unforeseen costs.

### **Background**

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

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

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

### **Memorandum of Understanding with TRWRA**

The Parties enter into this MOU to reflect the mutual understanding of the Parties relative to the Design, Engineering, Construction and Installation Work of the necessary Sanitary Sewer Lateral to service the McAfee Center (the "Project"). The purpose of the Project is to design, engineer and construct a Sanitary Sewer Lateral to serve the McAfee Center in the Borough of Oceanport in compliance with all applicable environmental regulations. The Project Site is known as the McAfee Center.

The Project includes the preparation of Plans and Specifications to publicly bid the ultimate construction and installation of the extension. This Project does not include installation of new lines to service the future development areas other than the McAfee Center. All future tie-ins shall be the responsibility of any developer(s) of adjacent properties. The Project also includes the construction services (administration and observation) during the installation of the Sanitary Sewer Lateral.

FMERA shall pay 100% of the costs of the "Project" not to exceed One Hundred and Eighty Thousand Seven Hundred and Eighty-Eight (\$180,788.00) Dollars ("Project Costs"), including but not limited to consulting fees, design fees, permit costs, and all design and engineering costs associated with or arising from the Project. FMERA hereby confirms that FMERA will pay the Project Costs associated with the Design, Engineering Work, and Construction and Installation Work.

TRWRA shall not be required to utilize any of its own funds to pay costs or expenses of the Design and Engineering Work and Construction and Installation Work. 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 Design which will be used 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.

#### **Grant Agreement with TRWRA**

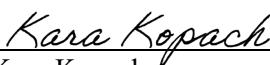
Contemporaneously with the MOU, FMERA is entering into a Grant Agreement with TRWRA in order to permit FMERA to disburse One Hundred and Eighty Thousand Seven Hundred and Eighty-Eight (\$180,788.00) Dollars ("Grant Funds") from the Appropriated Funds to TRWRA for the costs of the Project ("Project Costs"). 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 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.

#### **Recommendation**

In summary, I am requesting that the Board approve 1) a Memorandum of Understanding and Grant Agreement between the FMERA and the Two Rivers Water Reclamation Authority regarding the funding and design (including preparation of all applications and associated engineering services), bidding, and construction and installation services for the Sanitary Sewer Lateral to service the McAfee Center in the Borough of Oceanport and 2) the grant of delegated authority to FMERA's Executive Director to increase the cost by an amount not to exceed 10% for unforeseen costs.

  
Kara Kopach

**Resolution Regarding**  
**Fourth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement with Netflix, Inc. for the**  
**Mega Parcel in Eatontown and Oceanport**

**WHEREAS**, on January 13, 2023, FMERA and Netflix executed a PSARA for the Mega Parcel (the “Property”) an approximately 292± acre parcel) of land containing former residential, administrative and R&D buildings, warehouses, workshops and additional general-purpose facilities in the Boroughs of Eatontown and Oceanport, within the Main Post section of Fort Monmouth. The Mega Parcel is conveniently located adjacent to State Route 35, providing easy access to the Garden State Parkway, Route 18, NJ Transit Bus Lines & adjacent to County Route 11 (Oceanport Avenue), which provides direct access to the Little Silver NJ Transit Train Station. The westernmost 51.1 acres of the Mega Parcel lie within the Phase 1 area of Fort Monmouth, which requires profit sharing with the U.S. Department of the Army. The remaining Mega Parcel acreage lies within the Phase 2 area of Fort Monmouth; and

**WHEREAS**, pursuant to the terms of the PSARA, Netflix will pay Forty-Seven Million Dollars for the Mega Parcel. Additionally, Netflix has agreed to pay a utility contribution of Five Million Dollars, and the FMERA office relocation fee of Three Million Dollars. The Total Amount due at Closing shall be Fifty-Five Million Dollars, subject to any adjustment relative to the Environmental Carve-Out Holdback. Netflix’s total Capital Investment is estimated at Eight Hundred and Forty-Eight Million Dollars which shall be allocated between Phase 1 representing Eight Hundred Six Million Dollars of investment and Phase 2 representing Forty-Two Million Dollars of investment in furtherance of the Redevelopment Project; and

**WHEREAS**, the Due Diligence Period will run for ninety days from the PSARA execution date and may be extended under the Executive Director’s delegated authority for two additional thirty day periods to complete the due diligence tests, inspections, and reviews; and

**WHEREAS**; FMERA granted Purchaser’s request for the Second Due Diligence Period Extension on April 28, 2023, as permitted under the terms of the PSARA, and the FMERA Board approved the request for a Third and Fourth Due Diligence Extension Period in the First Amendment to the PSARA on May 17, 2023. The First Amendment was executed on June 6, 2023; and

**WHEREAS**, Purchaser requested and the FMERA Board approved the Second Amendment to the PSARA, executed on October 11, 2023, extending Purchaser’s right to terminate the Agreement and receive a refund of the Second Deposit should the Parties be unable to mutually agree upon the terms of the Wilson Avenue Agreement prior to the first day of the Approval Period subject to those terms expressly set forth therein; and

**WHEREAS**, on February 21, 2024, the FMERA Board approved Netflix’s request to a) amend the Project Phases to reflect Phase 1(a), Phase 1(b) and Phase 2, b) provide a definition of a “Twin Soundstage” and c) make the Second Deposit refundable should Purchaser not have executed the Wilson Avenue Agreement, in a form and substance reasonably acceptable to Purchaser, by May 31, 2024. The Third Amendment was executed on March 19, 2024; and

**WHEREAS**, Purchaser notified FMERA via email dated June 19, 2024 that it desires to commence demolition of certain buildings on the Property that Purchaser has not identified for reuse as part of the Project. Additionally, Purchaser wishes to commence limited renovation activities within Vail Hall (Building 1150). FMERA staff has reviewed these requests and supports the expedited site work, abatement, and demolition of existing improvements, subject to the terms and conditions set-forth in the proposed Fourth Amendment (“Fourth Amendment”) to the PSARA; and

**WHEREAS**, the Parties mutually agree to add Section 7(g) to the PSARA, as more particularly described in the attached amendment, to provide the right to enter the Property to perform all necessary abatement and demolition work, subject to FMERA’s written consent. Purchaser shall be responsible at its sole cost and expense to obtain all necessary permits, authorizations, approvals, or entitlements of any nature from any governmental entity prior to commencing work. Purchaser shall also be required to provide architectural or engineering plans and specifications for the proposed abatement and demolition for each effort for FMERA’s review and approval. Additional details regarding the demolition, insurance indemnification, environmental provisions, prevailing wage, and other applicable law are set forth in the attached

memorandum and Fourth Amendment; and

**WHEREAS**, the Fourth Amendment would also permit the repair, replacement, or modification of the structural portions of Vail Hall as necessary to secure its structural soundness and the repair or replacement its roof; and

**WHEREAS**, the Parties wish to delete Section 47(h)(iv) Property Maintenance Costs and replace this section with the following: No more often than once per three (3) month period, Seller shall submit to Purchaser a reasonably detailed statement showing the calculation of the Property Maintenance Costs due and owing to Seller, accompanied by backup materials (e.g., paid invoices or paid bills) substantiating such amounts and calculations (collectively, a "Property Maintenance Costs Statement"). Purchaser shall pay to Seller all Property Maintenance Costs set forth on the Property Maintenance Costs Statement within thirty (30) days following Purchaser's receipt of the Property Maintenance Costs Statement for the applicable period; and

**WHEREAS**, Sections 47(h)(ii) and 47(h)(v) of the Original Agreement shall also be deleted; and

**WHEREAS**, the attached Fourth Amendment to the PSARA between FMERA and Netflix is in substantially final form. The final terms of the Fourth Amendment to the PSARA are 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 execution of the Fourth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement with Netflix, Inc. for the Mega Parcel Property in Eatontown and Oceanport on the terms substantially consistent to those set forth in the attached memorandum and authorizes the Executive Director to execute the Amendment.

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

**Attachment**

**Dated: September 18, 2024**

**EXHIBIT 4**

**MEMORANDUM**

**TO:** Members of the Board

**FROM:** Kara Kopach  
Executive Director

**RE:** Fourth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement with Netflix, Inc. for the Mega Parcel in Eatontown and Oceanport.

**DATE:** September 18, 2024

**Request**

I am requesting that the Board approve the execution of the Fourth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement (“PSARA”) with Netflix, Inc. (“Netflix” or “Purchaser”) for the Mega Parcel Property in Eatontown and Oceanport..

**Background**

On January 13, 2023 FMERA and Netflix executed a PSARA for the Mega Parcel (“the Property”), an approximately 292± acre parcel of land containing former residential, administrative and R&D buildings, warehouses, workshops and additional general-purpose facilities in the Boroughs of Eatontown and Oceanport, within the Main Post section of Fort Monmouth. The Mega Parcel is conveniently located adjacent to State Route 35, providing easy access to the Garden State Parkway, Route 18, NJ Transit Bus Lines & adjacent to County Route 11 (Oceanport Avenue), which provides direct access to the Little Silver NJ Transit Train Station. The westernmost 51.1 acres of the Property lie within the Phase 1 area of Fort Monmouth, which requires profit sharing with the U.S. Department of the Army. The remaining Mega Parcel acreage lies within the Phase 2 area of Fort Monmouth.

**Purchase and Sale & Redevelopment Agreement**

Pursuant to the terms of the PSARA, Netflix will pay Forty-Seven Million (\$47,000,000) Dollars for the Mega Parcel. Additionally, Purchaser has agreed to pay a utility contribution of Five Million (\$5,000,000.00) Dollars, and the FMERA office relocation fee of Three Million (\$3,000,000.00) Dollars. The Total Amount due at Closing shall be Fifty-Five Million (\$55,000,000.00) Dollars, subject to any adjustment relative to the Environmental Carve-Out Holdback, as further described below. The Purchaser’s total Capital Investment is estimated at Eight Hundred and Forty-Eight Million (\$848,000,000) Dollars which shall be allocated between Phase 1 representing Eight Hundred Six Million (\$806,000,000) Dollars of investment and Phase 2 representing Forty-Two Million (\$42,000,000) Dollars of investment in furtherance of the Redevelopment Project.

The original terms provide that the Due Diligence Period will run for ninety (90) days from the PSARA execution date and may be extended under the Executive Director’s delegated authority for two (2) additional thirty (30) day periods to complete the due diligence tests, inspections, and reviews.

With respect to the Environmental Carve-Out Parcels, Purchaser and Seller agreed to deposit Two Million Four Hundred Thirty Three Thousand Seven Hundred One Dollars and Ninety-Nine Cents (\$2,433,701.99) of the Purchase Price (“Environmental Carve-Out Holdback”) in escrow at Closing, to be held and disbursed in accordance with the terms of an Environmental Carve-Out Escrow Agreement (provided that if and to the extent one or more Environmental Carve-Out Parcels are included in the Property conveyed by Seller to Purchaser at the Initial Closing, this amount shall be reduced by the amount(s) allocated to such Environmental Carve-Out Parcels and such amount(s) shall be added to the balance of the Purchase Price to be paid by Purchaser at the Initial Closing). Purchaser shall have a separate period of thirty (30) days (“ECP Confirmation Period”) following the date that FMERA receives title to each Environmental Carve-Out Parcel from

the Army. This ECP Confirmation Period shall be for the sole and express purpose of confirming any FOST or Final Remediation Document issued with respect to each such Environmental Carve-Out Parcel and shall commence the Subsequent Closing(s) within forty-five (45) days of FMERA's receipt of title. Purchaser shall have the option, subject to Army and FMERA approval, to close title to one or more of the Environmental Carve-Out Parcels at any time earlier than the Subsequent Closing date, provided that (1) Purchaser waives the requirement of a FOST issuance by the Army prior to such accelerated Subsequent Closing, (2) Purchaser shall be deemed to have waived its ECP Confirmation Period with respect to the Environmental Carve-Out Parcel which is the subject of such accelerated Subsequent Closing, (3) FMERA shall not be obligated to assume any environmental liability in connection with any such accelerated Subsequent Closing, (4) the conveyance of title to such Environmental Carve-Out Parcel from FMERA to Purchaser shall occur on the same date, and immediately after, FMERA acquires title to such Environmental Carve-Out Parcel from the Army, and (5) the Parties execute a mutually acceptable agreement or other documentation setting forth the Parties' conditions and obligations with respect to the accelerated Subsequent Closing and the applicable Environmental Carve-Out Parcel(s) following the date of such accelerated Subsequent Closing. Purchaser acknowledges that the Subsequent Closings are not options, but that Purchaser is obligated to consummate each and every one of the Subsequent Closings thereby taking title to each Environmental Carve-Out Parcel.

Purchaser will apply for and diligently pursue the required approvals for the Project. The Approval Period shall be thirty-six (36) months and shall commence upon the later of i) the expiration of the Due Diligence Periods, or ii) the date that the Seller delivers to Purchaser a final non-appealable Reuse Plan Amendment, provided that if the Purchaser fails to deliver a final Conceptual Site Plan within forty-five (45) days of the expiration of the Due Diligence Period, then the commencement of the Approval Period shall be the date the Reuse Plan Amendment would have been delivered had the Purchaser timely delivered the Final Conceptual Site Plan. The Purchaser may request extension(s) of the original Approval Period, under the Executive Director's delegated authority, for two (2) additional three (3) month period(s) which shall be granted if the Seller determines that the Purchaser is diligently and in good faith pursuing all Approvals. Reuse Plan Amendment #20 was adopted in February 2024.

Closing shall occur no later than ninety (90) days after satisfaction of all conditions precedent to closing, including but not limited to: i) confirmation by both Parties that all conditions precedent to closing have been satisfied; ii) approval of the Purchaser as redeveloper of the property by the NJEDA Board; iii) Purchaser's completion of Due Diligence (except with respect to the Environmental Carve-Out Parcels); iv) the receipt of all Approvals within the timeframes set forth in the PSARA; v) JCP&L shall have fulfilled its obligations under its agreement with FMERA with respect to the delivery of the substation and distribution lines to the Property intended to service the Project with a minimum of 10MV of power; vi) a written agreement with JCP&L, acceptable to JCP&L and the Purchaser, for up to an additional 33 MV of power; vii) Seller having performed all covenants, agreements and conditions required by the Agreement; viii) Seller shall have satisfied all conditions relating to the conveyance of fee simple marketable title insurable at regular rates (except with respect to the Environmental Carve-Out Parcels); and ix) Seller shall have approved and delivered a Reuse Plan Amendment for the Property. In the event that JCP&L cannot accommodate the required electric loads for the Project and/or fails to consummate an agreement with Purchaser to provide the required power despite diligent, good faith efforts by the Purchaser in accordance with the timelines set forth in Section 47(q) of the PSARA, Purchaser shall have the right to terminate this agreement and receive a refund of its full Deposit regardless of whether or not the Due Diligence and Approval Period(s) have expired.

The Project shall consist of a sustainable and integrated film studio campus which shall be completed in Phases. Phase 1 shall include the construction of twelve (12) soundstages that will range in size from 15,000 square feet to 40,000 square feet each with a maximum interior clear height of 50 feet and a maximum exterior height of 70 feet (the soundstages shall have, in the aggregate, a minimum buildout of 180,000 square feet and a maximum buildout of 480,000 square feet), including associated improvements and uses customary and incidental to the principal film use. The Phase 1 improvements may additionally include, but are not limited to, mill space, production support buildings, office buildings, production services buildings, commissary/cafeteria, basecamp with trailer parking, a helipad, designated space for large temporary or permanent exterior sets (i.e. backlots), swim tank(s) for film production, ancillary surface and/or structured parking, consumer experience centers and/or attractions, retail components (including food and beverage facilities), a theater, a visitor center and/or a hotel, wind or small solar systems, and rooftop solar. As part of Phase 1, Purchaser may renovate and/or reuse one or more existing buildings located on the Property for its proposed use, which may include the FMERA offices (Building 502), Mallette Hall (Buildings 1206-1207), McAfee Building (Building 600) and Expo Theater (Building 1215).



Phase 2 of the Project shall consist of the development of additional production support space for the film studio campus, such as basecamps and backlots. The Phase 2 improvements may additionally include, but are not limited to, sound stages, mill space, production support buildings, office buildings, production services buildings, commissary/cafeteria, swim tank(s) for film production, ancillary surface and/or structured parking, consumer experience centers and/or attractions, retail components (including food and beverage facilities), a theater, a visitor center and/or a hotel, wind or small solar systems, and rooftop solar. Purchaser may renovate and/or reuse one or more existing buildings located on the Property for its proposed use, which may include Vail Hall Buildings (Buildings 1150-1152), Artist Barracks (Buildings 1102-1107), as well as Buildings 276, 277, 279, 280, 281 and 482 in the 400 Area, which shall at minimum cover at least fifty-one (51%) percent of the Developable Acreage within the Phase 2 area of the Project.

Additionally, within two (2) years of Closing and as part of the Project, the Purchaser shall be obligated to: (a) as part of both Phase 1 and Phase 2, demolish all existing buildings on the Property it has not identified for reuse, provided that for buildings located on Environmental Carve-Out Parcels, the date shall be two (2) years from the subsequent closing for the relevant Environmental Carve-Out Parcel; (b) as part of Phase 1, preserve Greely Field and Cowan Park as deed-restricted publicly accessible open space at the Initial Closing, preserve, repair, and maintain the World War II memorial located in Greely Field and the flagpole & plaque located in Cowan Park, which shall not be disturbed, (c) as part of Phase 1 and Phase 2, construct/improve the trail system applicable to each such Phase, and (d) as part of Phase 1 and Phase 2, construct/improve the sidewalk applicable to each such Phase.

Purchaser shall Complete Construction of Phase 1 of the Project no later than forty-eight (48) months from the date of the Initial Closing. Seller may extend the date for Completion of Construction of Phase 1 for two (2) additional periods of six (6) months each, under the Executive Director's delegated authority, provided Purchaser is diligently and in good faith pursuing the Completion of Construction of Phase 1. Purchaser shall Complete Construction of Phase 2 of the Project no later than eighty-four (84) months from date of the Initial Closing. Seller may extend the date for Completion of Construction of Phase 2 for two (2) additional periods of six (6) months each under the Executive Director's delegated authority, provided Purchaser is diligently and in good faith pursuing the Completion of Construction of Phase 2.

As described in the PSARA, the total New Jersey employment attributable to Purchaser's construction investment at the Project will reach a maximum of Three Thousand Five Hundred and Twenty-Eight (3,528) full-time equivalent jobs. Purchaser represents that thereafter, the total New Jersey employment attributable to Purchaser's production investment at the Property will be a total of One Thousand Four Hundred and Seven (1,407) jobs within twenty-four (24) months of the issuance of the Certificate of Completion of Phase 1 of the Project and an additional total of One Hundred and Twenty-Eight (128) jobs within twelve (12) months of the issuance of the Certificate of Completion of Phase 2 of the Project. Purchaser shall pay a penalty of \$1,500 for each job not created within the timelines set forth in the PSARA.

#### **First Amendment to the PSARA**

FMERA granted Purchaser's request for the Second Due Diligence Period Extension on April 28, 2023, as permitted under the terms of the PSARA, and the FMERA Board approved the request for a Third and Fourth Due Diligence Extension Period in the First Amendment to the PSARA on May 17, 2023. The First Amendment was executed on June 6, 2023.

#### **Second Amendment to the PSARA**

Purchaser requested and the FMERA Board approved the Second Amendment to the PSARA, executed on October 11, 2023, extending Purchaser's right to terminate the Agreement and receive a refund of the Second Deposit should the Parties be unable to mutually agree upon the terms of the Wilson Avenue Agreement prior to the first day of the Approval Period subject to those terms expressly set forth therein.

#### **Third Amendment to the PSARA**

On February 21, 2024, the FMERA Board approved Netflix's request to a) amend the Project Phases to reflect Phase 1(a), Phase 1(b) and Phase 2, b) provide a definition of a "Twin Soundstage" and c) make the Second Deposit refundable should Purchaser not have executed the Wilson Avenue Agreement, in a form and substance reasonably acceptable to Purchaser, by May 31, 2024. The Third Amendment was executed on March 19, 2024.

#### **Fourth Amendment to the PSARA & Delegated Authority**

Purchaser notified FMERA via email dated June 19, 2024 that it desires to commence demolition of certain buildings on the Property that Purchaser has not identified for reuse as part of the Project as set forth on **Exhibit A**. Additionally, Purchaser wishes to commence limited renovation activities within Vail Hall (Building 1150). FMERA staff has reviewed

these requests and supports the expedited site work, abatement, and demolition of existing improvements, subject to the terms and conditions set-forth in the proposed Fourth Amendment ("Fourth Amendment") to the PSARA.

The Parties mutually agree to add Section 7(g) to the PSARA, as more particularly described in the attached amendment, to provide the right to enter the Property to perform all necessary abatement and demolition work, subject to FMERA's written consent. Purchaser shall be responsible at its sole cost and expense to obtain all necessary permits, authorizations, approvals, or entitlements of any nature from any governmental entity prior to commencing work. Purchaser shall also be required to provide architectural or engineering plans and specifications for the proposed abatement and demolition for each effort for FMERA's review and approval. Blasting or explosive demolition shall be prohibited. Purchaser shall be the generator of all debris, waste, and/or hazardous materials collected during abatement and demolition and Purchaser shall be responsible for the appropriate management, disposal, and recycling of same. In the event the Agreement is terminated prior to the Initial Closing, Purchaser shall (i) complete all then-ongoing Demolition in accordance with the approved Plans, and (ii) promptly thereafter remove all of its personal property and equipment from the Property and repair any damage caused by Purchaser, its employees, agents, contractors or consultants, or any of their invitees during Purchaser's access to the Property. Additional details related to insurance, indemnification, environmental provisions, prevailing wage, and other applicable law are found within the body of the Fourth Amendment.

The Fourth Amendment would also permit the repair, replacement, or modification of the structural portions of Vail Hall as necessary to secure its structural soundness and the repair or replacement its roof.

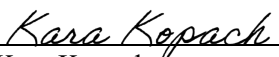
Lastly, the Parties wish to delete Section 47(h)(iv) Property Maintenance Costs and replace this section with the following: No more often than once per three (3) month period, Seller shall submit to Purchaser a reasonably detailed statement showing the calculation of the Property Maintenance Costs due and owing to Seller, accompanied by backup materials (e.g., paid invoices or paid bills) substantiating such amounts and calculations (collectively, a "Property Maintenance Costs Statement"). Purchaser shall pay to Seller all Property Maintenance Costs set forth on the Property Maintenance Costs Statement within thirty (30) days following Purchaser's receipt of the Property Maintenance Costs Statement for the applicable period.

Sections 47(h)(ii) and 47(h)(v) of the Original Agreement shall also be deleted.

The attached Fourth Amendment to the PSARA between FMERA and Netflix is in substantially final form. The final terms of the Fourth Amendment to the PSARA are 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.

#### **Recommendation**

In summary, I am requesting that the Board approve the execution of the Fourth Amendment to the Purchase and Sale Agreement & Redevelopment Agreement with Netflix, Inc. for the Mega Parcel Property in Eatontown and Oceanport.

  
Kara Kopach

Prepared by: Sarah Giberson