



Board Meeting

Thursday, September 24, 2026

10:00 a.m.



**AGENDA
REGULAR SESSION**

Two DeKorte Park Plaza, Lyndhurst, NJ
Thursday, September 24, 2026

I. **PLEDGE OF ALLEGIANCE**

II. **OPENING STATEMENT**

III. **ROLL CALL**

IV. **SPECIAL RECOGNITION**

V. **EXECUTIVE SESSION**

Resolution 2026-30 Consideration of a Resolution Authorizing the New Jersey Sports and Exposition Authority to conduct a meeting, to which the general public shall not be admitted for the purposes of discussing:

- Execution of a Settlement Agreement in the Matter of The Borough of East Rutherford v. Ameream, LLC, et al Docket Number BER-L-001209-23.

VI. **APPROVAL OF MINUTES AND CASH DISBURSEMENTS** (Action)

- Approval of Regular Session Meeting Minutes of July 23, 2026.
- Approval and/or Ratification of Cash Disbursements over \$100,000 for the months of July 2026 and August 2026.

VII. **PUBLIC PARTICIPATION ON RESOLUTIONS**

VIII. **APPROVALS**

Resolution 2026-31 Consideration of a Resolution Authorizing the Execution of a Settlement Agreement in the Matter of The Borough of East Rutherford v. Ameream, LLC, et al, Docket Number BER-L-001209-23.

IX. **CONTRACTS / AWARDS**

Resolution 2026-32 Consideration of a Resolution Authorizing the Award of a Contract for Engineering Services related to a Preliminary Flood Assessment Study of the Meadowlands Sports Complex in East Rutherford.

Resolution 2026-33 Consideration of a Resolution Authorizing a Second Amendment to the Electricity Procurement Agreement with New Meadowlands Stadium Company and Authorizing an Electric Supply Service Agreement with PSEG Energy Solutions, LLC.

X. **PUBLIC PARTICIPATION**

XI. **MOTION TO ADJOURN**

EXECUTIVE SESSION

RESOLUTION 2026-30

**RESOLUTION AUTHORIZING THE
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
TO CONDUCT A MEETING TO WHICH
THE GENERAL PUBLIC SHALL NOT BE ADMITTED**

WHEREAS, the Open Public Meetings Act, NJSA 10:4-12 (b), permits the holding of closed sessions by public bodies in certain circumstances; and

WHEREAS, the New Jersey Sports and Exposition Authority (NJSEA) is of the opinion that those circumstances presently exist.

BE IT RESOLVED by the New Jersey Sports and Exposition authority ("Authority") that it shall conduct a meeting to which the general public shall not be admitted to discuss:

- Execution of a Settlement Agreement in the Matter of The Borough of East Rutherford v. Ameream, LLC, et al Docket Number BER-L-001209-23.

This resolution shall become effective immediately.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Sports and Exposition Authority at their meeting of September 24, 2026.

Christine Sanz
Secretary

REGULAR SESSION MINUTES



REGULAR SESSION BOARD MEETING MINUTES

DATE: July 23, 2026

TIME: 10:00 a.m.

PLACE: Two DeKorte Park Plaza, Lyndhurst, NJ

Members in Attendance:

John Ballantyne, Chairman

Joseph Buckelew, Vice Chairman

Jill Hirsch, President and CEO

Anthony Abrantes, Member (via phone)

John Duthie, Member

Armando Fontoura, Member

Daniel Gumble, Member

Michael Griffin, Member (via phone)

Woody Knopf, Member (via phone)

Tom Mullahey, Member

Sam Parker, Member

Marguerite Schaffer, Esq., Member

Louis J. Stellato, Member

Absent:

Gail B. Gordon, Esq., Member

Eric Pennington, Esq., Member

Also Attending:

Christine Sanz, Executive Vice President

Laurie Ewing, Chief of Staff

John Duffy, Senior Vice President of Sports Complex Operations & Facilities

Robert Davidow, Senior Vice President of Legal & Regulatory Affairs

Adam Levy, Senior Vice President of Legal Affairs & Strategic Council

Sara Sundell, Senior Director of Land Use Management and Chief Engineer

Michael Eleneski, Governor's Authorities Unit

Colleen Mercado, Executive Administrative Specialist

Chairman Ballantyne called the meeting to order.

- I. **PLEDGE OF ALLEGIANCE**
- II. **OPENING STATEMENT** – Chairman Ballantyne read the Notice of Meeting required under the Sunshine Law.
- III. **ROLL CALL** - Ms. Mercado took roll call.
- IV. **PRESIDENT'S REMARKS**

President Hirsch commended NJSEA staff for their outstanding efforts in successfully hosting eight FIFA World Cup matches. She recognized the collective contributions of employees across all departments, noting their professionalism, teamwork, flexibility, and dedication in working long hours and addressing challenges throughout the event. President Hirsch stated that the successful execution of the matches showcased the very best of the NJSEA and thanked all employees for their exceptional work in making the event a historic success.

V. **CHAIRMAN'S REMARKS**

Chairman Ballantyne recognized Tony Vagueiro, Officer in Charge of Medical Services, for 45 years of service to the Authority and acknowledged his upcoming retirement on August 1. He stated that Tony began his emergency medical services career in 1979 with the Pinkerton Medical Team and joined the NJSEA as a full-time EMT in 1981. He said that over his distinguished 45-year career, Mr. Vagueiro advanced through the ranks to Officer in Charge, demonstrating exceptional leadership, unwavering dedication, and a steadfast commitment to providing life-saving care to Sports Complex patrons. He noted that Mr. Vagueiro was also a tireless supporter of community service, leading blood drives and charitable fundraising efforts, and was recognized with numerous honors, including two Team Spirit Awards and the Chairman's Award for Outstanding Performance. Chairman Ballantyne extended sincere gratitude to Mr. Vagueiro on behalf of the Authority for his outstanding service and wished him a happy and well-deserved retirement.

Chairman Ballantyne reported that the Authority's Meadowlands Research and Restoration Institute would be hosting the City of Water Day at River Barge Park in Carlstadt on Saturday, July 25. He also noted that Butterfly Day would be held on Sunday, July 26 at DeKorte Park.

VI. **SPECIAL PRESENTATION**

Resolution 2026-26 Consideration of a Resolution Honoring Frances Guthrie, R.N.
for 49 Years of Exceptional Public Service to the New Jersey Sports
and Exposition Authority and the People of the State of New Jersey.

Chairman Ballantyne recognized France Guthrie, R.N., Chief of Medical Services, on her upcoming retirement after an extraordinary 49-year career with the NJSEA. He stated that Ms. Guthrie began her career with the NJSEA as a part-time nurse on October 6, 1977, and over the course of her remarkable 49-year career served in numerous leadership roles. He highlighted that throughout her tenure, Ms. Guthrie provided exceptional leadership in emergency medical services, played a vital role in safeguarding employees and the public during the COVID-19 pandemic, and successfully led medical operations for major events, including the 2026 FIFA World Cup at MetLife Stadium. He described Ms. Guthrie as a respected mentor and compassionate leader and stated that her unwavering dedication, professionalism, and commitment to public service had left a lasting legacy at the Authority. Chairman Ballantyne extended sincere congratulations and gratitude to Ms. Guthrie on behalf of the Board.

Chairman Ballantyne presented Resolution 2026-26. Upon motion by Commissioner Duthie and seconded by Commissioner Fontoura, Resolution 2026-26 was approved by a vote of 13-0.

Ms. Guthrie expressed her gratitude for the recognition, stating that she was honored to accept the resolution and was appreciative of the support she received from the Authority throughout her career. She reflected on her years of service, emphasizing that caring for people and ensuring their safety was the most rewarding part of her work. She credited the success of the Medical Services team to the dedication, compassion, and professionalism of her colleagues,

who consistently provided exceptional care during emergencies at the Sports Complex. Ms. Guthrie concluded by expressing her confidence in Sean Scott's leadership and encouraged everyone to support him as he carries on the legacy of the department.

VII. **APPROVAL OF MINUTES AND CASH DISBURSEMENTS**

Chairman Ballantyne presented the minutes from the June 24, 2026 Regular Session Board meeting.

Upon motion made by Commissioner Fontoura and seconded by Commissioner Stellato, the minutes of the Regular Session Board Meeting held on June 24, 2026, were approved by a vote of 13-0.

Chairman Ballantyne presented the report of cash disbursements over \$100,000 for the month of June, 2026.

Upon motion by Commissioner Duthie and seconded by Commissioner Mullahey the cash disbursements over \$100,000 for the month of June, 2026 were approved by a vote of 13-0.

VIII. **PUBLIC PARTICIPATION ON RESOLUTIONS** – none.

IX. **APPROVALS**

<u>Resolution 2026-27</u>	Consideration of a Resolution on the Petition of Kingsland Development Urban Renewal, LLC to Amend the Kingsland Redevelopment Plan for the Former Avon Landfill Property at Block 233, Lot 14, in the Township of Lyndhurst (File No. SP-806).
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Ms. Sundell reported that the Authority received a petition submitted by Christopher H. Minks, Esq., on behalf of the property owner, Kingsland Development Urban Renewal, LLC. She stated that the Petitioner was requesting to reclassify a 25-acre portion of the former Avon Landfill (Avon West) from the Sustainable Energy Park to the Lyndhurst Commerce Center, permitting a trailer parking facility with up to 648 trailer spaces, 187 container spaces, and a bridge connecting the site to the adjacent warehouse development. She noted that a public hearing was held on April 14, 2026. She stated that the petition was evaluated by staff in accordance with NJSEA regulations and the results of the staff's evaluation were compiled in a recommendation report dated July 2026. She explained that based on the property's role as an environmental buffer, its ecological significance, concerns regarding impacts to the capped landfill, nearby water infrastructure, and wetlands, the availability of alternative trailer parking sites within the existing Lyndhurst Commerce Center, and the site's continued suitability for renewable energy uses, staff recommended that the Board deny the requested redevelopment plan amendments.

Chairman Ballantyne presented Resolution 2026-27. Upon motion by Commissioner Mullahey and seconded by Vice Chairman Buckelew, Resolution 2026-27 was approved by a vote of 13-0.

<u>Resolution 2026-28</u>	Consideration of a Resolution Issuing a Decision on the Variance Application Submitted as part of File No. 23-291 5903 Westside Ave. LLC - Site Improvement (Variances), Block 453.02, Lot 3.0761, in the Township of North Bergen.
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Ms. Sundell reported that two bulk variances were received from Neil Cohen of Western Carriers, Inc. for its property located on West Side Avenue in North Bergen to permit accessory trailer parking in the front yard of the property and an 8-foot-high screening fence. She described the

property as irregularly shaped, having multiple easements, and overhead PSE&G transmission lines and associated equipment located across the site's frontage. She explained that the applicant was proposing parking up to 52 trailers in an existing front-yard automobile parking lot, constructing the screening fence, and land-banking up to 245 automobile parking spaces in the trailer parking area should they be needed in the future. She stated that the staff recommended the conditional approval of the accessory trailer parking subject to four conditions that are contained within the recommendation report and the approval of the bulk variance for the location of the screening fence for the reasons stated in detail in the recommendation report.

Chairman Ballantyne presented Resolution 2026-28. Upon motion by Commissioner Fontoura and seconded by Commissioner Schaffer, Resolution 2026-28 was approved by a vote of 13-0.

X. CONTRACT / AWARDS

Resolution 2026-29 Consideration of a Resolution Authorizing the Issuance of a Change Order to Creamer-Sanzari, A Joint Venture, for Additional Work under the Design-Build Services Contract for the Construction of a New Pedestrian Bridge in Preparation for FIFA World Cup 2026 at the Meadowlands Sport Complex.

Mr. Duffy explained that the resolution authorizes a change order to close out the North Pedestrian Bridge construction project. He noted that the project was completed on an accelerated schedule and successfully accommodated tournament crowds, with more than 50,000 fans using the bridge safely and efficiently during each match, including over 61,000 pedestrians during the final. He explained that the Board awarded the original \$33,507,000.00 construction contract to Creamer-Sanzari, a Joint Venture, in December 2024. During construction, unforeseen site conditions, adverse weather, and evolving project and regulatory requirements necessitated additional work. He said that following negotiations with the contractor, staff reviewed and validated the additional work and recommended approval of a change order in the amount of \$2,453,878.34, bringing the total contract value to \$35,960,878.34.

Chairman Ballantyne presented Resolution 2026-29. Upon motion by Commissioner Stellato and seconded by Commissioner Duthie, Resolution 2026-29 was approved by a vote of 12-0, with Vice Chairman Buckelew recusing.

XI. PUBLIC PARTICIPATION

Donald Smith, Gloversville, New York

- Mr. Smith thanked the Chairman and staff for their contributions to the 2026 FIFA World Cup that showcased the United States.
- Mr. Smith commented on the landscaped lawns located along the Russo property on Valley Brook Avenue in Lyndhurst, saying that the manicured lawns create a feeding habitat for Canada geese. and that the FAA frowns upon this. He suggested that the Authority create rules and regulations for what can and cannot be tolerated as far as landscaping in the District.
- Mr. Smith commented on the Meadowlands Interagency Mitigation Advisory Committee (MIMAC) which reviews wetlands mitigation proposals within the Meadowlands District and that the NJSEA is part of the advisory committee. He complained that MIMAC does not have a public participation session, and he hoped that the Authority could influence MIMAC to include one at their meetings.

Paulette DeKorte Ramsay, Franklin Lakes, New Jersey

- Mrs. Ramsay complimented the Authority on its work in supporting the 2026 FIFA World Cup. She reflected on the history of the Meadowlands, noting that the area was once

associated with garbage and traffic. She said it was fascinating to see the world come to the Meadowlands for the event and referenced former Governor Thomas Kean's quote, "New Jersey and You, Perfect Together."

XII. **EXECUTIVE SESSION**

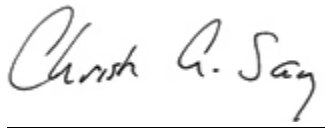
Chairman Ballantyne noted that there was no need for Executive Session.

XIII. **ADJOURNMENT**

With no further business, motion was made to adjourn by Commissioner Fontoura and seconded by Vice Chairman Buckelew followed by all in favor.

Meeting adjourned at 10:42 a.m.

I certify that on information and belief this is a true and accurate transcript of the Minutes of the Regular Session of the New Jersey Sports and Exposition Authority Board Meeting held on July 23, 2026.



Christine Sanz
Secretary

July 23, 2026

Commissioner	Roll Call	2026-26	2026-27	2026-28	2026-29
Ballantyne, Chairman	P	Y	Y	Y	Y
Buckelew, Vice Chair	P	Y	Y	Y	R
Hirsch	P	Y	Y	Y	Y
Abrantes - via phone	P	Y	Y	Y	Y
Duthie	P	Y	Y	Y	Y
Fontoura	P	Y	Y	Y	Y
Gordon	--	--	--	--	--
Gumble	P	Y	Y	Y	Y
Knopf - via phone	P	Y	Y	Y	Y
Mullahey	P	Y	Y	Y	Y
Parker	P	Y	Y	Y	Y
Pennington	--	--	--	--	--
Schaffer	P	Y	Y	Y	Y
Stellato	P	Y	Y	Y	Y
Treasury Rep Griffin - via phone	P	Y	Y	Y	Y

P = Present A = Abstain -- Absent R = Recuse Y = Affirmative N = Negative

APPROVALS



CASH DISBURSEMENTS
\$100,000 OR MORE
JULY 2026

EAST RUTHERFORD - SPORTS COMPLEX

<u>PAYEE</u>	<u>\$ AMOUNT</u>	<u>REFERENCE LETTER</u>	<u>ACCOUNT DESCRIPTION</u>
ABSOLUTE FIRE PROTECTION COMPANY, INC.	407,488.67	A	PURCHASE OF E1 TRUCK WITH MINI PUMPER & LIGHTS UPGRADE
BOROUGH OF EAST RUTHERFORD	2,525,797.80	I	PAYMENT IN LIEU OF TAXES: 3RD QUARTER 2026
COLONNELLI BROTHERS, INC.	318,500.00	A	MARSH DISCOVERY TRAIL PROJECT
CONSTELLATION NEW ENERGY, INC.	1,378,560.71	A	ELECTRICITY CHARGES: MAY-JUN 2026
CREAMER SANZARI JOINT VENTURE	5,901,501.97	A	DESIGN/CONSTRUCTION OF NORTH PEDESTRIAN BRIDGE PROJECT
DECKER ELECTRIC, INC.	120,569.00	A	DAKTRONICS DISPLAY REPAIR & REPLACEMENT
EII, INC.	320,299.19	A	PUMP STATION GENERATOR REPLACEMENT
HBC COMPANY, INC.	231,552.07	A	MASSTR PREVENTATIVE MAINTENANCE SERVICES: APR-JUN 2026
HONEYWELL INTERNATIONAL, INC.	121,133.63	J/L	JUL-SEP 2026 HVAC MAINTENANCE SERVICES AND VARIOUS MECHANICAL REPAIRS AT MEDICAL & ENGINEERING DEPARTMENTS
LADI CONSTRUCTION, INC.	147,003.00	A	PUMP STATION SYSTEM REPAIRS AND REHAB
MEADOWLANDS REGIONAL CHAMBER	205,987.06	A	CONSULTING SERVICES FOR CONVENTION CENTER SCOPING STUDY
MOTOROLA SOLUTIONS, INC.	132,640.89	A	PURCHASE OF DISPATCH EQUIPMENT & ACCESSORIES
NEW MEADOWLANDS STADIUM CO., INC.	252,155.59	A	WORLD CUP REIMBURSEMENTS: JUL 2026
NEW JERSEY STATE POLICE	881,652.98	A/L	MAY-JUN 2026 SALARIES & OVERTIME AND 2026 OPERATIONAL DISPATCH UNIT CHARGES
PSE&G CO.	328,141.25	J/L	ELECTRIC TRANSMISSION: MAY-JUN 2026
SECURITY GUARDS LOCAL 1412 WELFARE FUND	108,461.17	A	UNION EMPLOYER & EMPLOYEE CONTRIBUTIONS - WELFARE FUND: JUN-JUL 2026
SPARTAN CONSTRUCTION, INC.	222,313.77	A	LYNDHURST ADMINISTRATION BUILDING IMPROVEMENTS
STATE OF NEW JERSEY TREASURY DEPARTMENT	122,697.97	A	WORKERS' COMPENSATION COVERAGE: 4TH QTR 2026
TRIUS, INC.	332,356.00	A	PURCHASE OF REGENERATIVE AIR SWEEPER
EAST RUTHERFORD SC TOTAL	14,058,812.72		

LYNDHURST

<u>PAYEE</u>	<u>\$ AMOUNT</u>	<u>REFERENCE LETTER</u>	<u>ACCOUNT DESCRIPTION</u>
RAMAPO COLLEGE FOUNDATION	275,000.00	I	OPERATIONS BUDGET - CY2026 FINAL PAYMENT
LYNDHURST TOTAL	275,000.00		



CASH DISBURSEMENTS
\$100,000 OR MORE
AUGUST 2026

EAST RUTHERFORD - SPORTS COMPLEX

<u>PAYEE</u>	<u>\$ AMOUNT</u>	<u>REFERENCE LETTER</u>	<u>ACCOUNT DESCRIPTION</u>
DELRIC CONSTRUCTION CO., INC.	305,250.43	A	FIREHOUSE GARAGE ADDITIONS & RENOVATIONS
EAST RUTHERFORD - SC TOTAL	<u>305,250.43</u>		

LYNDHURST

<u>PAYEE</u>	<u>\$ AMOUNT</u>	<u>REFERENCE LETTER</u>	<u>ACCOUNT DESCRIPTION</u>
JERSEY CITY, CITY OF	461,668.00	I	TAX SHARING - 2ND INSTALLMENT : CY 2026
KEARNY, TOWN OF	2,748,022.00	I	TAX SHARING - 2ND INSTALLMENT : CY 2026
KEARNY MUNICIPAL UTILITIES AUTHORITY	400,114.37	A	SEWER USE CHARGES - KEEGAN & 1A/1E: 1ST QTR 2026
NORTH ARLINGTON, BOROUGH OF	451,948.00	I	TAX SHARING - 2ND INSTALLMENT : CY 2026
RIDGEFIELD, BOROUGH OF	428,036.00	I	TAX SHARING - 2ND INSTALLMENT : CY 2026
SCS ENGINEERS	101,190.01	A	KEEGAN LANDFILL ENGINEERING & REGULATORY SUPPORT, 1E LANDFILL WELLFIELD FLARE OPERATIONS & MAINTENANCE, AND REMOTE CONTROL MONITORING SERVICES
SPARTAN CONSTRUCTION, INC.	447,476.13	A	LYNDHURST ADMINISTRATION BUILDING IMPROVEMENTS
LYNDHURST TOTAL	<u>5,038,454.51</u>		

MONMOUTH PARK RACETRACK

<u>PAYEE</u>	<u>\$ AMOUNT</u>	<u>REFERENCE LETTER</u>	<u>ACCOUNT DESCRIPTION</u>
BOROUGH OF OCEANPORT	312,348.00	I	REAL ESTATE TAXES: 3RD QTR 2026
MONMOUTH PARK RACETRACK TOTAL	<u>312,348.00</u>		



CASH DISBURSEMENTS
\$100,000 OR MORE

REFERENCE LETTER	TYPE
A	CONTRACT ON FILE
B	PURCHASE AWARDS - APPROVED AT MONTHLY BOARD MEETING
C	STATE REQUIREMENT FOR RACING
D	STATE VENDOR
E	SOLE SOURCE*
F	APPOINTED BY RACING COMMISSION
G	ADVERTISED BID
H	PRESIDENT/CEO APPROVAL
I	STATUTORY PAYMENT
J	UTILITIES
K	LOWEST PROPOSAL
L	REIMBURSABLE
M	OUTSTANDING PROFESSIONAL INVOICES APPROVED AT MONTHLY BOARD MEETING
N	PURCHASES ON BASIS OF EXIGENCY
*	PURCHASES DIRECT FROM SOURCE
	EXPENDITURE TO BE CHARGED TO MAINTENANCE RESERVE FUND

RESOLUTION 2026-31

**RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT
AGREEMENT IN THE MATTER OF THE BOROUGH OF EAST RUTHERFORD V.
AMEREAM, LLC, ET AL
DOCKET NUMBER BER-L-001209-23**

WHEREAS, the New Jersey Sports and Exposition Authority has negotiated an acceptable resolution to the matter of The Borough of East Rutherford v. Ameream, LLC, et al, docket number BER-L-001209-23; and

WHEREAS, the form of settlement agreement for execution is attached hereto.

NOW THEREFORE, BE IT RESOLVED, that the President and CEO or authorized designee are authorized to execute a settlement agreement, in substantially similar form as the document attached hereto, to fully resolve The Borough of East Rutherford v. Ameream, LLC, et al, docket number BER-L-001209-23.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Sports and Exposition Authority at their meeting of September 24, 2026.

Christine Sanz
Secretary

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “**Settlement Agreement**”) is entered into as of the ____ day of _____, 2026 (the “**Effective Date**”) by and among the Borough of East Rutherford (“**Borough**”); Ameream LLC (“**Ameream**”), Meadow Hotel, LLC (“**Meadow Hotel**”), Meadow A-B Office, LLC (“**Meadow A-B**”), Meadow C-D Office, LLC (“**Meadow C-D**”), and Meadow Baseball, LLC (“**Meadow Baseball**” and each of Meadow Baseball, Meadow Hotel, Meadow A-B and Meadow C-D being an “**Ancillary Parcel Entity**”, and collectively with Ameream, the “**AD Parties**”); and the New Jersey Sports and Exposition Authority (“**NJSEA**”). Each of the parties hereto is referred to herein individually as a “**Party**” and, collectively, as the “**Parties.**”

WHEREAS, on or about March 3, 2023, the Borough filed a complaint (the “**Complaint**”) initiating a civil lawsuit (the “**Lawsuit**”) in the Superior Court of New Jersey, Law Division, Bergen County (the “**Court**”) assigned case number BER-L-001209-23 (the “**Action**”) against the NJSEA and the AD Parties alleging the failure of the NJSEA and the AD Parties to make certain payments asserted to be due or to become due to the Borough; and

WHEREAS, on or about July 31, 2023, the Parties entered into a Partial Interim Settlement Agreement (the “**Partial Settlement Agreement**”), setting forth certain provisions relating to partial payments and the relative rights of the Parties with respect to the issues yet to be resolved within the litigation; and

WHEREAS, since the execution of the Partial Settlement Agreement, the Parties have come to a resolution of all the remaining issues involved in the Lawsuit and now seek to enter this Settlement Agreement memorializing the final resolution of all such remaining issues, including the modification to certain agreements between and/or amongst the Parties; and

NOW THEREFORE, based on the promises and covenants set forth below, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Non-Admission of Liability.** This Settlement Agreement is in compromise of the disputed claims between the Parties. No provision of this Settlement Agreement is to be construed as any admission of liability by any Party.

2. **Stipulation of Settlement.** The Parties agree to enter a Stipulation of Settlement for approval by the Court containing the terms hereof (the “**Stipulation**”, attached hereto as **Exhibit A**), thereby resolving the Lawsuit.

3. Notwithstanding anything to the contrary in the agreements governing the Project and the Ancillary Parcels (as defined below), as well as the relationship between the Borough on one hand and NJSEA and the AD Parties on the other hand with respect to the Project and the Ancillary Parcels, including, but not limited to (collectively, the “**Project Documents**”): (i) that certain Amended and Restated Financial Agreement entered into on June 9, 2017, amongst the Borough, NJSEA, and Ameream (the “**ERC Financial Agreement**”), (ii) that certain Financial Agreement entered into on June 9, 2017, amongst the Borough, NJSEA, and Meadow A-B Office (the “**A-B Office Financial Agreement**”), (iii) that certain Financial Agreement entered into on June 9, 2017, amongst the Borough, NJSEA, and Meadow C-D Office (the “**C-D Office Financial Agreement**”), (iv) that certain Financial Agreement entered into on June 9, 2017, amongst the Borough, NJSEA, and Meadow Hotel (the “**Hotel Financial Agreement**”), (v) that certain Financial Agreement entered into on June 9, 2017, amongst the Borough, NJSEA, and Meadow Baseball (the “**Baseball Financial Agreement**” and, collectively with the A-B Office Financial Agreement, the C-D Office Financial Agreement, and the Hotel Financial Agreement, the “**Ancillary Financial Agreements**” and individually an “**Ancillary Financial Agreement**”), and (vi) that certain Settlement Agreement entered into on January 1, 1990, between the Borough and NJSEA (as amended, including, but not limited to that certain Fourth Addendum to Settlement Agreement entered into on June 9, 2017 by the Borough and NJSEA, the “**Borough/NJSEA Settlement Agreement**”) (collectively all of the above being the “**Governing Agreements**”) the Parties hereby agree as follows:

a. **Settlement Payment.** As complete settlement of all amounts due by Ameream or the NJSEA to the Borough through and including December 31, 2026 with

respect to: (i) all Fixed PILOT payments, pursuant to all of the Ancillary Financial Agreements, and (ii) all other claims raised in the lawsuit to date, including any amounts allegedly owed to the Borough by the NJSEA for the Fixed Pilots as defined in paragraph 3 f. hereof, the AD Parties shall pay to the Borough Seven Million and 00/100 Dollars (\$7,000,000.00) (the “**Settlement Amount**”), to be payable as follows: (i) Five Million and 00/100 Dollars (\$5,000,000.00) within ten (10) days of the entry of the Stipulation; and (ii) Two Million and 00/100 Dollars (\$2,000,000.00) on or before the one-year anniversary of the effective date of the Stipulation¹. The Borough can utilize these payments in its sole discretion as permitted by law.

b. **Ancillary PILOT Payments.** Commencing January 1, 2027, and continuing until each applicable Parcel Opening Date (as defined below), the total annual Fixed PILOT payment under each Ancillary Financial Agreement that will be due from the applicable Ancillary Parcel Entity is Sixty-Two Thousand Five Hundred (\$62,500.00). Upon an Ancillary Parcel’s Parcel Opening Date, the annual Fixed PILOT payment schedule for that specific Ancillary Parcel under its Ancillary Financial Agreement shall commence. For clarity, the year in which a Parcel Opening Date occurs shall be considered Year 1 under such Ancillary Financial Agreement. “**Parcel Opening Date**” shall mean the date on which the applicable, hotel, office, baseball stadium or other NJSEA masterplan approved new permanent development on all or any portion of the applicable Ancillary Parcel is issued a certificate of occupancy or temporary certificate of occupancy (excluding any parking, connection bridge, pedestrian walkway, or the like). “**Ancillary Parcel**” shall mean the parcel of land to be developed under an Ancillary Financial Agreement (collectively, the “**Ancillary Parcels**”).

c. **Contingent One-Time Development Payment.** Should one or more of the Ancillary Parcels be developed by an AD Party, assignee of any AD Party or an

¹ The Stipulation shall provide that in the event of a default in the payment of any portion of the Settlement Amount, the Borough may enforce the Stipulation in the full amount of the unpaid Settlement Amount in the manner and with the rights and waivers set forth in this Settlement Agreement.

affiliated AD Party primarily with a casino or a convention center (excluding any parking, connection bridge, pedestrian walkway, or the like), a one-time payment of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) will be due to the Borough from the applicable Ancillary Parcel Entity within ten (10) days of the applicable Parcel Opening Date. For clarity, while this payment shall be due for either a casino or a convention center, it would not be due for both and must only be paid one (1) time. For purposes of this paragraph an affiliated AD Party shall mean any legal entity, including any corporation, limited liability company, partnership, not-for-profit corporation, estate planning vehicle or trust, which is majority owned by the Ghermezian family.

d. **Provision of Services by the Borough.** Nothing in this Settlement Agreement shall require the Borough to have any obligation to provide any services, even after an Ancillary Parcel is developed.

e. **Payment of Sewer Charges.** The applicable AD Party will continue to pay all amounts due as provided for under the Amended and Restated Sewer Agreement dated on or about June 9, 2017, between the Borough and Ameream.

f. **NJSEA Payment in Lieu of Taxes.** Commencing January 1, 2027, the NJSEA's obligation to pay 21% of the sum of (i) "Borough's PILOT Share of the American Dream PILOTs" and (ii) the "Revised Meadowlands Xanadu PILOT Payments" (collectively the "**Fixed PILOTS**") as a component of the Sports Authority's Payment in Lieu of Taxes set forth in in Section 4.a of the Fourth Amendment shall be capped at One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) per year in the aggregate (the "**Additional Payment Cap**") and shall be paid to the Borough by Ameream.

The Settlement Agreement shall not modify, amend or release the NJSEA's (i) remaining obligation pursuant to Section 4.a. of the Fourth Addendum, to pay the Borough as the Sports Authority's Payment in Lieu of Taxes for each calendar year including 2026, a flat 21% of the sum of the "total tax levy for the Borough as found in the Abstract of Ratables for the County of Bergen under Section D entitled 'Total Tax Levy on Which Rate is Computed'" for the then-current calendar year and (ii) obligation pursuant to Section 4.e of the Fourth Addendum to make the Revised Meadowlands

Xanadu PILOT Payments/Fixed PILOTS in the event, and to the extent, that any Ancillary Ground Tenant fails to make an installment or portion thereof of Fixed PILOTS pursuant to the applicable Ancillary Parcel Financial Agreement as amended by this Agreement.

g. **AD Parties' Obligations Joint and Several.** The obligations of the AD Parties with respect to the Settlement Amount shall be joint and several.

4. **Settlement of all claims.** The execution of this Settlement Agreement and the entry of the Stipulation constitute the final resolution of the Lawsuit and shall extinguish all of the Parties' respective claims therein.

5. **Other Existing Terms Remain Effective.** The terms of this Settlement Agreement and Stipulation shall supersede any terms or provisions of the Governing Agreements which may be inconsistent with the terms set forth this Settlement Agreement and the Stipulation. Other than as expressly set forth in this Settlement Agreement or the Stipulation, all other provisions of the Governing Agreements, shall remain in full force and effect remain in full force and effect.

6. **Borough's Enforcement Rights.** In the event the AD Parties default in any one of the terms set forth in this Settlement Agreement, the Borough may move to enforce the terms of the this Settlement Agreement by way of notice of motion filed in the Bergen County Superior Court, which shall retain exclusive jurisdiction for the enforcement of the terms of this Settlement Agreement, and the Borough shall be entitled to all reasonable attorney's fees and costs expended in enforcing the terms of this Settlement Agreement. The AD Parties unconditionally waive any and all present and future defenses, cause of actions, counterclaims or set off which they may have (whether asserted or not asserted) as the date of this Settlement Agreement to any action by the Borough in enforcing this Settlement Agreement.

7. **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, successors and assigns, and nothing in this Settlement Agreement, express or implied, is intended to confer any rights on any other person.

8. **Amendments, Waivers.** This Settlement Agreement may not be modified, amended, or supplemented, except by a writing signed by the Party against whom enforcement thereof is sought. No waiver by any party, whether express or implied, of any right or remedy arising under this Settlement Agreement on any one occasion shall bar such party from exercising any of its rights or remedies arising under this Settlement Agreement on any subsequent occasion, and no waiver of any provision of this Settlement Agreement shall be binding unless it is in a writing by signed by the Party against whom enforcement thereof is sought. No course of dealing, custom or usage between or among any persons having any interest in this Settlement Agreement shall be deemed effective to modify, amend, or discharge any part of this Settlement Agreement or any rights or obligations of any Party under or by reason of this Settlement Agreement.

9. **Confidentiality.** The Parties understand, acknowledge, and agree that as a public body politic, the Borough and NJSEA are subject to the New Jersey Open Public Records Act (“**OPRA**”), N.J.S.A. § 47:1A-1 et seq., and as such the terms and conditions of this Settlement Agreement, including the amount to be paid hereunder, is subject to disclosure pursuant to OPRA. If a request for a copy of this Settlement Agreement is made pursuant to OPRA, the Borough or NJSEA, as applicable, shall notify the other Parties of such a request. If any Party objects to the requested disclosure, they shall file an action seeking a protective Order or take such other action as is appropriate under the circumstances. In the event such an action is not filed within ten (10) days of notice (or such additional time as permitted by law or agreement by the Borough or NJSEA, as applicable), the recipient of the OPRA request shall proceed in its usual manner, which may include the release this Settlement Agreement to the requesting party. Notwithstanding OPRA’s application, the terms and conditions of this Settlement Agreement are not to be disclosed by the Parties, their respective counsels, or representatives, except as required by law, or as set forth herein, to any person, firm, association, corporation, or entity at any time. Notwithstanding the foregoing, the Parties and the Parties’ counsel may make disclosure of settlement amounts to its lenders, accountants, or tax advisors, or if necessary, to resolve any outstanding liens, or as

otherwise required by law or any court order, and the Borough may disclose such amounts and terms as required for budget and any and all other required governmental purposes. In the event of any conflict between any provision of this Section and any provision of or obligation under OPRA and/or any other provision of New Jersey law, it is expressly understood that OPRA and/or New Jersey law shall control, and that OPRA and such other law shall operate to supersede any conflicting provisions of this Paragraph.

Any disclosure other than that permitted by the preceding sentence of the amount or terms and conditions of this Settlement Agreement may be made only upon receipt of written consent from the applicable Party or upon receipt of a court order, provided however that the AD Parties hereby consent to the Borough's public disclosure of the benefits of this Settlement Agreement to the public provided that any such disclosure shall not be initiated with public news outlets and shall not include any negative or disparaging comments or information regarding the AD Parties or the American Dream project.

Notwithstanding any other provision of this Settlement Agreement, the sole remedy available against the Borough or NJSEA by any other Party for a violation of this paragraph shall be the commencement of an appropriate judicial action against the Borough or NJSEA to compel the allegedly violating Party to fulfill its responsibilities under this Section of this Settlement Agreement. The AD Parties agree that any alleged breach of this paragraph shall not serve as a defense to any of the AD Parties' payment obligations under this Settlement Agreement or any other agreements with the Borough or NJSEA.

10. **Governing Law.** This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to any choice of law provisions that might otherwise make the law of a different jurisdiction control or apply.

11. **Interpretation.** The language used in this Settlement Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and shall be construed as if drafted jointly by the Parties. No provision of this Settlement Agreement or any related document shall be construed against or interpreted to the disadvantage of any

Party to this Settlement Agreement because such party did, or is deemed to have, structured, or drafted such provision.

12. **Headings.** The headings of the paragraphs and sections of this Settlement Agreement are not part of this Settlement Agreement; they are for convenience of reference only and shall not be used to interpret the provisions of this Settlement Agreement.

13. **Electronic Signatures.** The parties agree that electronic signatures in the form of handwritten signatures on a facsimile transmittal, scanned and digitized images of a handwritten signature (e.g., scanned document in PDF format), and typed signatures on email transmissions, shall have the same force and effect as original, manual signatures.

14. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be considered an original instrument, and all of which together shall constitute one and the same instrument. Any signature page to any counterpart may be detached from the original counterpart to which it was attached, and then attached to another counterpart that is identical to the original counterpart, without impairing the legal effect of the signatures thereon. Delivery of an executed counterpart of a signature page of this Settlement Agreement by electronic means will for all purposes be treated as the equivalent of delivery of a manually executed counterpart of this Agreement.

15. **Entire Agreement and Successors in Interest.** This Settlement Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes and cancels all prior agreements and understandings, oral and written, between the Parties with respect to such subject matter. No Party hereto has made any representation or warranty to any other Party except as expressly set forth in this Settlement Agreement.

16. **Consultation with Counsel.** The Parties acknowledge to each other that each of them has read the full contents of this Settlement Agreement, has consulted with counsel regarding the terms contained herein, understands that this Settlement Agreement constitutes a contract, and enters into this Settlement Agreement voluntarily. Each Party shall bear all attorneys' fees and costs arising from the actions of its counsel in connection

with this Settlement Agreement, the matters and documents referred herein, and all related matters.

[SIGNATURE PAGE FOLLOWS]

This Settlement Agreement has been executed by and on behalf of the parties hereto as of the Effective Date.

BOROUGH OF EAST RUTHERFORD

By: _____

Name: Jeffrey Lahullier

Title: Mayor

**NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY**

By: _____

Name: _____

Title: _____

AMEREAAM LLC

By: _____

Name: _____

Title: _____

MEADOW HOTEL, LLC

By: _____

Name: _____

Title: _____

MEADOW A-B OFFICE, LLC

By: _____

Name: _____

Title: _____

MEADOW C-D OFFICE, LLC

By: _____

Name: _____

Title: _____

MEADOW BASEBALL, LLC

By: _____

Name: _____

Title: _____

AWARDS / CONTRACTS

RESOLUTION 2026-32

**RESOLUTION AUTHORIZING THE AWARD OF A
CONTRACT FOR ENGINEERING SERVICES RELATED TO A
PRELIMINARY FLOOD ASSESSMENT STUDY OF THE
MEADOWLANDS SPORTS COMPLEX IN EAST RUTHERFORD**

WHEREAS, weather conditions, New Jersey storm water regulations and flood elevations have changed since the Sports Complex was built over fifty (50) years ago, necessitating a preliminary flood assessment study of the property; and

WHEREAS, the NJSEA issued RFQ-083, wherein it requested submissions from on-call civil engineering consulting firms for on-call professional services and, following an evaluation of the submissions, a short-list of qualified firms was selected to be on-call and available to undertake specific engineering projects through a Task Order Solicitation process; and

WHEREAS, in this case, the NJSEA staff determined that Langan Engineering, located in Parsippany, NJ, was best suited to provide the civil engineering necessary to better understand current and future risks of tidal floodwaters impacting the sports complex, based on Langan Engineering's experience and expertise as design professionals familiar with the Sports Complex and the surrounding waterways as wells as NJDEP Resilient Environments and Landscape (REAL) rules and requirements; and

WHEREAS, Langan Engineering's responsibilities will include completing the tasks necessary to assess the physical condition and effectiveness of the existing engineered flood controls and to provide a preliminary analysis of potential tidal flooding that can be used to plan for and mitigate flooding concerns; and

WHEREAS, NJSEA Engineering Staff has determined that the estimated cost of the contract is acceptable and recommends entering into a contract with Langan Engineering for an amount not to exceed \$141,000.00.

NOW, THEREFORE, BE IT RESOLVED by the New Jersey Sports and Exposition Authority that the President and CEO, and any Authority Authorized Official, are hereby authorized to enter into a contract with Langan Engineering for the civil engineering services described above in connection with the preliminary flood assessment study of the Meadowlands Sports Complex in East Rutherford, in the amount not to exceed \$141,000.00.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Sports and Exposition Authority at their meeting of September 24, 2026.

Christine Sanz
Secretary

RESOLUTION 2026 -33

**RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE
ELECTRICITY PROCUREMENT AGREEMENT WITH NEW MEADOWLANDS
STADIUM COMPANY AND AUTHORIZING AN ELECTRIC SUPPLY SERVICE
AGREEMENT WITH PSEG ENERGY SOLUTIONS, LLC**

WHEREAS, the New Jersey Sports and Exposition Authority ("NJSEA") and New Meadowlands Stadium Company, LLC ("NMSC") previously entered into a Stadium Ground Lease under which NMSC has the right to purchase and manage the utilities for MetLife Stadium, including the purchase of electricity from qualified third party suppliers, and NJSEA has an obligation to make electricity available to NMSC through electrical equipment and infrastructure owned, operated, and maintained by NJSEA; and

WHEREAS, to effectuate this arrangement, the NJSEA previously entered into an Electricity Procurement Agreement dated December 15, 2011, and a subsequent First Amendment effective February 1, 2022, with NMSC, which, among other things, made the Electricity Procurement Agreement coterminous with the Ground Lease; and

WHEREAS, under the Ground Lease, NMSC has exclusive rights to exercise all advertising and sponsorship rights with respect to MetLife Stadium; and

WHEREAS, both the NJSEA and NMSC desire to continue the savings in electricity costs that they enjoy under the Electricity Procurement Agreement, including benefits accruing to both parties from the associated sponsorship agreement between NMSC and the third-party supplier; and

WHEREAS, NMSC and the NJSEA have evaluated third-party supplier pricing and desire to enter into a Commodity Master Agreement with PSEG Energy Solutions LLC to serve as a third-party electric power supplier; and

WHEREAS, NMSC and the NJSEA further desire to memorialize the future schedule of Annual Fees paid by NMSC to the NJSEA by entering into a second amendment to the Electricity Procurement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the New Jersey Sports and Exposition Authority that the President and Chief Executive Officer is hereby authorized to execute a second amendment to the Electricity Procurement Agreement with NMSC.

BE IT FURTHER RESOLVED that the President and Chief Executive Officer is hereby authorized to execute a Commodity Master Agreement with PSEG Energy Solutions LLC, and to take all such further actions and to execute and deliver all such further instruments and documents, as the President and CEO or the Authorized Authority Official shall determine to be reasonable or necessary to fully carry out the intent and to accomplish the purposes of the foregoing resolution.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Sports and Exposition Authority at its meeting of September 24, 2026.

Christine Sanz
Secretary