

BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY, NEW JERSEY

REQUEST FOR PROPOSALS
FOR THE CONDITIONAL DESIGNATION OF A REDEVELOPER
FOR THE ACQUISITION AND REDEVELOPMENT OF THE
WOJIE WAY REDEVELOPMENT AREA
BLOCK 356, LOT 1.06

Anticipated Development Program:
Senior Residence Facility and Senior Center Facility

Issue Date:	Tuesday, July 7, 2026
Questions Due:	Friday, July 31, 2026 at 4:00 P.M.
Proposal Due Date:	Wednesday, September 9, 2026 at 4:00 P.M.
Physical Submission Location:	Attn: Borough Clerk Borough of South River 48 Washington Street South River, New Jersey 08882
Electronic Submission:	Borough Clerk, Alyssa Hager, RMC: ahager@southrivernj.org with copy to Borough Attorney, John J. DeLuca, Jr., Esq.: deluca@centraljerseylaw.com

Important: The Borough of South River has designated the Wojie Way Redevelopment Area as a Non-Condemnation Area in Need of Redevelopment. A redevelopment plan has not yet been adopted for the Wojie Way Redevelopment Area. This RFP is intended to solicit conceptual redevelopment proposals and qualifications, and to identify a prospective conditionally designated redeveloper with whom the Borough may collaborate in the preparation of a redevelopment plan. No redevelopment project may be undertaken, no final redeveloper rights shall vest, and no sale, conveyance, lease, redevelopment agreement, or other final transaction shall occur unless and until a redevelopment plan is adopted by ordinance and all required agreements and approvals are duly authorized.

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I. BACKGROUND AND STATUTORY AUTHORITY

The Borough of South River (the "Borough") issues this Request for Proposals (this "RFP") pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), Chapter 261 of the Code of the Borough of South River, and all other applicable law. This RFP seeks proposals and statements of qualifications from qualified developers or redevelopment teams (each, a "Respondent") interested in being considered for conditional designation as redeveloper for the Wojie Way Redevelopment Area, consisting of Block 356, Lot 1.06 on the official tax maps of the Borough (the "Redevelopment Area," the "Property," or the "Project Site"). By Resolution 2026-178, adopted on June 8, 2026, the Mayor and Council authorized the issuance of this RFP and established an advisory evaluation process for review of proposals received in response hereto.

The governing body of the Borough is established under Chapter 261 as the Borough of South River Redevelopment Entity (the "Redevelopment Entity"). The Mayor and Council, acting as the Redevelopment Entity, will retain sole discretion to determine whether to select a Respondent, conditionally designate a redeveloper, reject any or all Proposals, request revisions, issue addenda, terminate this process, or take no action.

The Redevelopment Area has been designated as a Non-Condemnation Area in Need of Redevelopment pursuant to the LRHL. The Borough shall not exercise the power of eminent domain to acquire property within the Redevelopment Area in connection with this designation. The Property is owned by the Borough.

This RFP is not a public bid, lowest-price auction, or procurement of construction services. It is a solicitation for redeveloper proposals and qualifications under the LRHL. Any conveyance, lease, or other disposition of the Property, and any final redeveloper designation, shall be subject to adoption of a redevelopment plan by ordinance, execution of a redevelopment agreement, approval of any necessary purchase, lease, financial, or other transaction documents, and compliance with all applicable law.

II. SITE DESCRIPTION

The Project Site is commonly referred to as "Wojie Way" and is identified as Block 356, Lot 1.06 on the official tax maps of the Borough of South River. The Property is owned by the Borough and is currently undeveloped vacant land. Available tax and assessment information indicates that the Property consists of approximately 8.5 to 10.4 acres; all acreage, dimensions, boundaries, easements, encumbrances, environmental conditions, wetlands, flood hazard areas, access rights, and utility conditions are subject to independent verification by Respondents, survey, title review, environmental due diligence, engineering review, and the Borough's further confirmation.

The Property is located in a residential context and is surrounded in substantial part by single-family residential uses. Respondents shall therefore give careful attention to neighborhood compatibility, building height and massing, setbacks, landscaped buffers, lighting, traffic, access, parking, stormwater management, emergency access, and potential impacts on surrounding residential properties.

The Borough makes no representation or warranty concerning the accuracy, completeness, or sufficiency of information in this RFP. Respondents are responsible for conducting their own investigation and due diligence concerning the Property and all legal, physical, regulatory, financial, environmental, and market conditions affecting the Property and any proposed project.

III. STATUS OF REDEVELOPMENT PLAN AND PURPOSE OF THIS RFP

No redevelopment plan has yet been adopted for the Wojie Way Redevelopment Area. The Borough intends to use this RFP process to identify a qualified Respondent whose concept, qualifications, financial capacity, public benefits, and proposed terms best advance the Borough's objectives. Following a conditional designation, the Borough anticipates that the conditionally designated redeveloper will collaborate with the Borough, the Borough Planner, Borough Attorney, Borough Engineer, Borough CFO, and other Borough professionals, as applicable, in the preparation and refinement of a redevelopment plan for the Redevelopment Area.

Any redevelopment plan shall be prepared, referred, reviewed, and adopted in accordance with the LRHL. The governing body retains full legislative discretion with respect to the content, adoption, amendment, or rejection of any redevelopment plan. Submission of a Proposal, selection for interview, recommendation by the Advisory Evaluation Committee, conditional designation, or execution of the Interim Cost and Conditional Designation Agreement shall not entitle any Respondent or Conditional Redeveloper to adoption of a redevelopment plan containing any particular use, density, bulk standard, design standard, financial term, or project approval.

Respondents are expressly invited to propose land uses, building requirements, bulk standards, design standards, buffering standards, parking standards, access improvements, open space requirements, community benefits, and other regulatory provisions that the Respondent believes should be considered for inclusion in a future redevelopment plan. The Borough may accept, reject, modify, or disregard any such proposed standards in its sole discretion.

IV. DEVELOPMENT PROGRAM GOALS

The Borough desires a project that provides meaningful senior-oriented public benefit. The Mayor and Council's guidance to Respondents is that the Property should be developed with a senior residence facility and a senior center facility, or a coordinated project that includes both senior residences and a senior center/community center for seniors. Respondents may propose a single integrated building, multiple buildings, a campus arrangement, a public/private partnership, a sale, lease, ground lease, condominium or easement structure, or another structure that advances the Borough's goals.

The Borough seeks Proposals that address one or more of the following objectives:

- A high-quality senior residence facility, which may include age-restricted independent senior housing, affordable senior housing, mixed-income senior housing, assisted living or other licensed senior residential concepts, or another senior residential model, provided that

the Respondent clearly explains the proposed age restriction, affordability structure, licensing/regulatory pathway, operating model, and legal basis for restricting occupancy to older adults.

- A senior center or community center for seniors that provides accessible space for social, recreational, wellness, educational, governmental, cultural, transportation, or supportive-service programming for older adults in the Borough.
- A clear proposal for the ownership, operation, maintenance, insurance, security, public access, hours of operation, programming responsibilities, capital funding, and lifecycle costs of any senior center/community center component.
- A site design that is compatible with surrounding single-family residential uses and includes appropriate height, scale, setbacks, buffers, landscaping, open space, screening, lighting controls, and transitions.
- Safe and efficient vehicular access, pedestrian circulation, emergency access, senior-accessible design, ADA compliance, and adequate parking without undue impact on surrounding residential streets.
- A fiscally responsible proposal that minimizes Borough financial exposure while providing a fair financial return, public benefit, or other consideration to the Borough for the use, sale, lease, or development of the Property.
- A feasible financing plan, demonstrated development capacity, realistic schedule, and credible project team with experience in senior housing, senior/community facilities, affordable housing, public-private redevelopment, or similar projects.
- A stormwater, environmental, utility, and infrastructure approach that is feasible for an undeveloped site and sensitive to the Property and surrounding neighborhood.
- A proposal that can serve as the basis for preparation of a future redevelopment plan under the LRHL.

V. RFP RESPONSE: GENERAL REQUIREMENTS AND DEADLINES

- A. Questions and Addenda.** During the RFP period, no oral interpretation of this RFP shall be binding. Questions shall be submitted in writing by email to the Borough Clerk, Alyssa Hager, RMC, at ahager@southrivernj.org, with a copy to the Borough Attorney, John J. DeLuca, Jr., Esq., at deluca@centraljerseylaw.com, **no later than Friday, July 31, 2026 at 4:00 P.M.** Responses to timely submitted questions, if any, will be issued by written addendum no later than Monday, August 17, 2026 and made available via the Borough website or upon request submitted in writing by email to the Borough Clerk. Respondents are solely responsible for monitoring the Borough's website and for obtaining and reviewing all addenda issued by the Borough prior to submitting a Proposal. Oral statements,

interpretations, or representations by any Borough official, employee, or professional shall not be binding upon the Borough unless confirmed by written addendum.

- B. Submission Deadline.** Proposals must be received by the Borough **no later than 4:00 P.M. on Wednesday, September 9, 2026**. Late submissions may be rejected. The Borough shall not be responsible for loss, delay, non-delivery, corrupted electronic files, or the condition of materials submitted by mail, courier, hand delivery, or electronic transmission.
- C. Submission Format.** Proposals shall be submitted both electronically and physically. Proposals shall be submitted in **PDF format** electronically to the Borough Clerk, Alyssa Hager, at ahager@southrivernj.org, with a copy to the Borough Attorney, John J. DeLuca, Jr., Esq., at deluca@centraljerseylaw.com. Proposals shall also be submitted physically including **ten (10) paper copies and one electronic copy on USB drive** by hand delivery, courier, or mail. The Borough may waive, modify, or supplement submission requirements by addendum.
- D. Application Fee.** Each Proposal shall include the non-refundable application fee required by Chapter 261 of the Borough Code, currently **\$5,000.00**, payable to the Borough of South River. A Proposal submitted without the required application fee may be rejected.
- E. Costs of Proposal.** Each **Respondent** shall bear all costs associated with preparing, submitting, supplementing, presenting, negotiating, or otherwise pursuing its Proposal. The Borough shall have no obligation to reimburse any Respondent for any such costs.
- F. No Unauthorized Communications.** From the issuance of this RFP until the Borough takes final action or terminates the process, Respondents shall not communicate regarding this RFP with members of the governing body, the Advisory Evaluation Committee, Borough officials, Borough professionals, or Borough employees except through the designated RFP contact or as otherwise authorized by the Borough. This restriction shall not prohibit communications at public meetings or communications expressly authorized by the Borough.
- G. Ownership of Submissions.** All Proposals and materials submitted shall become the property of the Borough and will not be returned.

VI. FORMAT AND CONTENT OF PROPOSALS

To allow clear comparison of Proposals, each Proposal should be organized using the headings below. The Borough is not obligated to search unformatted materials for information. If a Proposal contains conflicting information, the Borough may request clarification or deem the Proposal nonresponsive.

- 1. Title Page.** Identify the proposed project name, Respondent, primary contact, address, telephone number, email address, and all entities comprising the development team.

2. **Executive Summary.** Provide a concise summary of the proposed project, public benefits, senior residence component, senior center/community center component, financial terms, schedule, requested Borough participation, and reasons the Respondent is best suited for the Project.
3. **Respondent and Project Team.** Describe the Respondent, ownership structure, principals, affiliates, development team, attorneys, architects, engineers, planners, contractors, construction managers, property managers, operators, service providers, financing partners, and any proposed nonprofit or public agency partners. Identify the role and qualifications of each team member.
4. **Project Narrative.** Provide a detailed description of the proposed project, including intended use(s), number and type of senior residential units, age restriction, affordability structure, bedroom mix, amenity spaces, common areas, senior center/community center components, outdoor areas, parking, access, internal circulation, operations, maintenance, and phasing.
5. **Senior Residence Program.** Identify whether the residential component is proposed as market-rate, affordable, mixed-income, tax-credit, subsidized, independent living, assisted living, supportive housing, or another model. Explain the legal basis for any age restriction, the anticipated regulatory requirements, any licensing requirements, income restrictions, resident services, management structure, waiting list/tenant-selection concepts, and long-term compliance obligations.
6. **Senior Center / Community Center Program.** Describe the size, location, design, intended users, programs, ownership, lease/license structure, public access rights, scheduling, hours, operating budget, staffing, maintenance, insurance, security, capital replacement obligations, and proposed Borough responsibilities for any senior center or community center for seniors.
7. **Concept Plans and Illustrative Materials.** Include conceptual site plans, building footprints, floor plans, massing, height studies, parking layouts, access plans, pedestrian circulation, open space plans, buffer plans, architectural elevations, renderings, site sections, and other illustrative materials sufficient to understand the proposed project and its neighborhood relationship.
8. **Proposed Redevelopment Plan Standards.** Because no redevelopment plan has yet been adopted, identify proposed standards to be considered for inclusion in a future redevelopment plan, including permitted uses, maximum units, density, height, setbacks, lot coverage, impervious coverage, open space, landscaping, buffers, lighting, signage, parking, loading, refuse, stormwater, design standards, affordable housing standards, EV charging, and deviation/waiver procedures.
9. **Neighborhood Compatibility and Impact Analysis.** Describe how the proposed project will address surrounding single-family residential uses, including height and massing

transitions, screening, landscape buffers, traffic, parking, noise, lighting, refuse collection, deliveries, emergency access, pedestrian safety, stormwater, views, and construction impacts.

- 10. Project Financing and Financial Capacity.** Provide sources and uses, estimated total development cost, evidence of financial capacity, anticipated debt/equity sources, grant or tax-credit assumptions, proposed tax exemption or PILOT request, operating pro forma summary, senior center operating assumptions, and evidence that the project can be financed and completed.
- 11. Proposal for Acquisition, Lease, Ground Lease, or Other Disposition of Borough Property.** State the Respondent's proposed financial offer or consideration for the Property; proposed transaction structure; timing of closing; due diligence period; contingencies; deposit; allocation of costs; title, survey, environmental, and utility responsibilities; and any requested Borough approvals or obligations.
- 12. Government Responsibilities and Requested Incentives.** Identify all responsibilities, commitments, approvals, financial incentives, infrastructure obligations, grants, tax exemptions, payment-in-lieu-of-taxes arrangements, municipal contributions, public improvements, off-site improvements, easements, licenses, operating responsibilities, or other participation requested from the Borough or any other governmental entity.
- 13. Schedule.** Provide a schedule for conditional designation, redevelopment plan preparation, redevelopment agreement negotiation, due diligence, approvals, financing, closing, construction commencement, construction completion, certificates of occupancy, and opening/operation of the senior residence and senior center components.
- 14. Experience and Comparable Projects.** Identify comparable projects completed, under construction, or under development by the Respondent and key team members, with special emphasis on senior housing, senior centers, community centers, affordable housing, public-private redevelopment, adaptive community facilities, and projects near residential neighborhoods.
- 15. Legal, Litigation, Default, and Compliance Disclosures.** Disclose material litigation, defaults, foreclosures, bankruptcies, debarments, license issues, termination from public projects, unsatisfied judgments, regulatory actions, or other matters that may bear on Respondent's qualifications. Include required pay-to-play, non-collusion, ownership, equal employment opportunity, and other certifications required by law or requested by the Borough.
- 16. Risks and Assumptions.** Identify key risks and assumptions that could affect feasibility, cost, schedule, approvals, financing, access, environmental conditions, utilities, stormwater, traffic, senior center operation, market demand, or other project elements.
- 17. Confidentiality Index.** Identify any specific portions of the Proposal for which the Respondent asserts a claim of confidentiality, trade secret, proprietary commercial or

financial information, or other exemption from disclosure. Do not mark the entire Proposal confidential. The Borough will evaluate any public-records request in accordance with applicable law and shall not be bound by a Respondent's confidentiality designation.

VII. EVALUATION PROCESS AND ADVISORY EVALUATION COMMITTEE

The Borough anticipates that Proposals will be reviewed by an advisory evaluation committee consisting of the Mayor, one member of the Borough Council, the Borough Planner, the Borough Attorney, and the Borough CFO, together with such other Borough staff and professionals as may be consulted by the Borough (the "Advisory Evaluation Committee"). The Advisory Evaluation Committee is advisory only. It shall have no authority to designate a redeveloper, approve a sale, approve a lease, approve a redevelopment plan, approve a redevelopment agreement, bind the Borough, or take final action on behalf of the Redevelopment Entity.

The Advisory Evaluation Committee may review Proposals, request clarification, conduct interviews with some or all Respondents, request supplemental information, select a short list, consult with Borough professionals, and make a recommendation to the Mayor and Council, acting as the Redevelopment Entity. Final action, if any, shall be taken only by the Mayor and Council, acting as the Redevelopment Entity, by resolution at a duly noticed public meeting.

Evaluation criteria may include, without limitation:

- Completeness, responsiveness, and clarity of the Proposal.
- Consistency with the Borough's senior residence and senior center/community center objectives.
- Quality, feasibility, and public benefit of the proposed senior residence component.
- Quality, feasibility, public access, and long-term operating plan for the senior center/community center component.
- Neighborhood compatibility, including height, scale, buffers, parking, traffic, lighting, and stormwater considerations.
- Proposed financial consideration to the Borough and overall fiscal impact.
- Financial feasibility, financing capacity, and ability to close and construct.
- Development team qualifications and comparable experience.
- Realistic schedule and ability to cooperate in preparation of a redevelopment plan.
- Degree of Borough financial, operational, legal, or construction risk.

- Whether the proposal avoids or adequately addresses any public bidding, public construction, prevailing wage, public financing, or other legal/regulatory issues that may arise from the senior center/community center component.
- Requested incentives, PILOT, public funding, grants, infrastructure commitments, or other Borough responsibilities.
- Overall advancement of the public health, safety, welfare, and redevelopment objectives of the Borough.

The Borough reserves the right to evaluate Proposals in its sole discretion, to assign or not assign relative weight to criteria, to request additional information, to interview some or all Respondents, to negotiate with one or more Respondents, to reject any or all Proposals, to reissue the RFP, to modify the process, or to take no action.

VIII. CONDITIONAL DESIGNATION, REDEVELOPMENT PLAN, AND REDEVELOPMENT AGREEMENT

- A. Conditional Designation.** The Borough may, but is not obligated to, conditionally designate one Respondent as Conditional Redeveloper. Conditional designation is intended to permit exclusive or preferred negotiations and collaboration during an interim period. Conditional designation shall not constitute final redeveloper designation, approval of a redevelopment project, adoption of a redevelopment plan, approval of a sale or lease, or approval of any development application.
- B. Interim Cost and Conditional Designation Agreement.** Upon conditional designation, the selected Respondent shall execute an Interim Cost and Conditional Designation Agreement substantially in the form attached as Exhibit C, with such modifications as may be approved by the Borough. The Conditional Redeveloper shall post escrow/project funds and reimburse the Borough for professional fees, planning costs, legal costs, engineering costs, financial review costs, environmental review costs, and other reasonable costs incurred by the Borough in connection with the conditional designation, Proposal review, preparation of a redevelopment plan, negotiation of agreements, and related matters.
- C. Preparation of Redevelopment Plan.** The Conditional Redeveloper shall cooperate with the Borough and its professionals in the preparation of a redevelopment plan for the Redevelopment Area. The plan shall be prepared and adopted, if at all, in accordance with the LRHL. The Borough is not obligated to adopt any plan proposed by or negotiated with the Conditional Redeveloper.
- D. Redevelopment Agreement and Transaction Documents.** No final redeveloper rights shall arise unless and until the Borough and the selected redeveloper execute a redevelopment agreement and any related purchase, lease, ground lease, financial, easement, license, operating, or other agreements approved by the Mayor and Council. Any such agreements shall include all covenants, conditions, controls, deadlines, use restrictions,

transfer restrictions, default remedies, performance guarantees, indemnities, insurance requirements, and other provisions required by the LRHL and deemed necessary by the Borough.

- E. Development Review.** Any development application shall be subject to review and approval by the appropriate board or agency in accordance with the Municipal Land Use Law, the LRHL, the adopted redevelopment plan, and all other applicable laws and regulations. No development application for the Project shall be submitted or approved until permitted by the Borough and consistent with the applicable redevelopment plan and redevelopment agreement.

IX. OPRA, CONFIDENTIALITY, AND PUBLIC RECORDS

Proposals and related submissions received by the Borough are government records and may be subject to disclosure under the New Jersey Open Public Records Act, common law right of access, or other applicable law. Respondents should assume that non-exempt portions of Proposals may be disclosed.

If a Respondent believes that specific portions of its Proposal contain trade secrets, proprietary commercial or financial information, information that would give an advantage to competitors or bidders, or other information exempt from disclosure, the Respondent shall clearly identify those specific portions in a confidentiality index and state the legal and factual basis for the claimed exemption. The Borough will make the final determination concerning disclosure, redaction, or withholding in response to any records request and shall not be bound by a Respondent's designation.

X. DISCLAIMERS AND RESERVATIONS OF RIGHTS

- This RFP is an invitation for submissions and does not constitute an offer, promise, contract, obligation, or commitment by the Borough.
- The Borough reserves the right to reject any Proposal, reject all Proposals, waive technical defects, request clarification, request supplemental information, modify the schedule, amend this RFP, reissue this RFP, negotiate with one or more Respondents, or take no action.
- The Borough is not bound by any statement, estimate, condition, assumption, or information in this RFP or any related materials. Respondents must conduct their own due diligence.
- The Borough has not adopted a redevelopment plan for the Redevelopment Area. The Borough retains full legislative discretion with respect to the content, adoption, amendment, or rejection of any redevelopment plan.
- Submission of a Proposal, selection for interview, recommendation, conditional designation, or execution of an interim agreement shall not create any vested right, contract

right, property interest, or entitlement to final designation, adoption of a redevelopment plan, purchase or lease of the Property, site plan approval, tax exemption, PILOT, public funding, or redevelopment agreement.

- Any proposal requiring the Borough to fund, procure, own, construct, or operate a senior center/community center or other public improvement may raise public procurement, public bidding, prevailing wage, bonding, public finance, tax, insurance, and other legal issues. The Borough reserves the right to reject, restructure, or require modification of any such proposal.
- Any successful Respondent shall comply with all applicable federal, State, county, and local laws, regulations, ordinances, and approvals, including, to the extent applicable, the LRHL, the Municipal Land Use Law, the Law Against Discrimination, affordable housing requirements, fair housing requirements, Housing for Older Persons Act requirements, licensing requirements, prevailing wage requirements, public bidding/procurement requirements, campaign contribution/pay-to-play laws, and equal employment opportunity/affirmative action requirements.
- Respondents accept the terms of this RFP by submitting a Proposal. Nothing herein shall be construed to waive any rights that cannot lawfully be waived.

EXHIBIT A

SUBMISSION CHECKLIST

- Title Page and contact information.
- Executive Summary.
- Respondent/team description and organizational chart.
- Project narrative and senior residence program.
- Senior center/community center program and operations plan.
- Conceptual plans/renderings/massing/site layout.
- Proposed redevelopment plan standards.
- Neighborhood compatibility and impact analysis.
- Parking, access, circulation, traffic, emergency access, and pedestrian plan.
- Stormwater, environmental, utilities, and infrastructure narrative.
- Sources and uses, financing plan, evidence of financial capacity, and requested incentives.
- Financial offer/consideration and proposed transaction structure.
- Borough/government responsibilities requested.
- Project schedule.
- Comparable experience and references.
- Legal/litigation/default/compliance disclosures.
- OPRA/confidentiality index, if applicable.
- Required certifications and acknowledgments.
- Non-refundable application fee required by Chapter 261.

EXHIBIT B

REQUIRED ACKNOWLEDGMENTS AND CERTIFICATIONS

Each Respondent shall include executed acknowledgments and certifications in form acceptable to the Borough. The following may be expanded, revised, or replaced by the Borough Attorney prior to issuance or by addendum:

- Acknowledgment of receipt of all addenda.
- Acknowledgment that no redevelopment plan has been adopted and that the Borough retains legislative discretion.
- Acknowledgment that no rights arise until final execution of a redevelopment agreement and related transaction documents.
- Non-collusion certification.
- Ownership disclosure certification.
- Political contribution / pay-to-play compliance certification.
- Equal employment opportunity / affirmative action compliance certification, as applicable.
- Disclosure of conflicts of interest.
- Disclosure of litigation, defaults, bankruptcies, debarments, and regulatory actions.
- OPRA/confidentiality index certification.

EXHIBIT C

INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT

**BY AND BETWEEN THE BOROUGH OF SOUTH RIVER AND [CONDITIONAL
REDEVELOPER]**

THIS INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT (this "Agreement") is made as of _____, 20__ (the "Effective Date"), by and between the BOROUGH OF SOUTH RIVER, a municipal corporation of the State of New Jersey, having offices at 48 Washington Street, South River, New Jersey 08882 (the "Borough"), acting as the Borough of South River Redevelopment Entity pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") and Chapter 261 of the Code of the Borough of South River, and _____, a _____ of the State of _____, having an address at _____ (the "Conditional Redeveloper").

WITNESSETH

WHEREAS, the LRHL provides a process for municipalities to participate in the redevelopment and improvement of areas designated as areas in need of redevelopment or areas in need of rehabilitation; and

WHEREAS, the Property commonly referred to as Wojie Way and identified as Block 356, Lot 1.06 on the official tax maps of the Borough (the "Project Site" or "Redevelopment Area") has been designated as a Non-Condemnation Area in Need of Redevelopment pursuant to the LRHL; and

WHEREAS, the Borough owns the Project Site; and

WHEREAS, the Borough has not yet adopted a redevelopment plan for the Project Site; and

WHEREAS, the Borough issued a Request for Proposals for the Wojie Way Redevelopment Area dated July 7, 2026 (the "RFP") seeking proposals and qualifications from parties interested in being considered for conditional designation as redeveloper; and

WHEREAS, on or about _____, the Conditional Redeveloper submitted to the Borough a proposal and accompanying information in response to the RFP (collectively, the "Proposal"); and

WHEREAS, by Resolution adopted on _____, the Mayor and Council, acting as the Redevelopment Entity, conditionally designated the Conditional Redeveloper for the limited purposes set forth in this Agreement; and

WHEREAS, the Borough and the Conditional Redeveloper desire to negotiate concerning the potential redevelopment of the Project Site based generally upon the Proposal as a starting point for discussions, subject to further review, public process, statutory requirements, adoption of a redevelopment plan by ordinance, negotiation of a redevelopment agreement, and approval of all required transaction documents; and

WHEREAS, during the Interim Period, the Borough anticipates that the Conditional Redeveloper will cooperate with the Borough and its professionals in the preparation and refinement of a redevelopment plan for the Project Site, without limiting the Borough's legislative discretion concerning whether to adopt, modify, or reject any redevelopment plan; and

WHEREAS, the Borough requires that the Conditional Redeveloper pay the reasonable costs incurred by the Borough associated with the conditional designation, review of the Proposal, preparation and review of a redevelopment plan, drafting and negotiation of a redevelopment agreement and related documents, and related professional review; and

WHEREAS, payment of such costs by the Conditional Redeveloper in no way assures adoption of any redevelopment plan, final redeveloper designation, approval of a redevelopment agreement, conveyance or lease of the Project Site, site plan approval, tax exemption, public funding, or any other particular result.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants, and agreements herein set forth, and intending to be legally bound, the parties agree as follows:

1. **Conditional Designation.** Upon complete execution of this Agreement, the Conditional Redeveloper shall be conditionally designated as redeveloper of the Project Site for the limited purposes of exclusive or preferred negotiations, collaboration with the Borough and its professionals, preparation and review of a potential redevelopment plan, and negotiation of a potential redevelopment agreement and related transaction documents. Conditional designation is not final redeveloper designation and shall not create any vested right, property interest, contract right, entitlement, approval, or obligation of the Borough except as expressly stated in this Agreement.
2. **Interim Period.** The term "Interim Period" shall mean the period of 180 calendar days commencing on the date of full execution of this Agreement, unless extended in writing by the Borough as may be required by law. Following expiration of the initial Interim Period, either party may terminate this Agreement upon written notice. During the Interim Period, the Borough may negotiate exclusively with the Conditional Redeveloper concerning the Proposal and the potential redevelopment of the Project Site, subject to the Borough's rights under this Agreement and applicable law. Either party may terminate negotiations if the other party is not diligently negotiating in good faith, or if it is determined that a redevelopment plan, redevelopment agreement, or transaction documents cannot be successfully prepared, adopted, negotiated, approved, or executed for any reason.
3. **Effect of Termination.** Upon termination of this Agreement, the conditional designation shall automatically terminate and the Conditional Redeveloper shall have no further rights with respect to the Project Site or the Proposal, except that the Conditional Redeveloper shall remain responsible for payment of all Interim Costs incurred through the effective date of termination and any other obligations that expressly survive termination. Neither party shall be liable to the other for damages arising from the termination of negotiations or failure to execute a

redevelopment agreement, except for payment and reimbursement obligations expressly set forth herein.

- 4. Payment of Interim Costs.** The Conditional Redeveloper shall pay or reimburse the Borough for all reasonable professional fees, costs, and expenses incurred by the Borough beginning on the Effective Date and continuing until execution of a redevelopment agreement or termination of this Agreement, as more particularly set forth below.

A. Definition of Interim Costs: The term "Interim Costs" shall include, without limitation, all costs incurred by the Borough in connection with or arising out of the conditional designation, review of the Proposal, review of supplemental submissions, preparation, review, referral, revision, and consideration of a redevelopment plan, negotiation and drafting of a redevelopment agreement, purchase agreement, lease, ground lease, license, easement, financial agreement, operating agreement, or other transaction document, environmental, planning, engineering, traffic, financial, appraisal, title, survey, OPRA, public notice, and legal review, and professional fees charged by the Borough Attorney, Borough Planner, Borough Engineer, Borough CFO or financial consultant, environmental consultant, traffic consultant, appraiser, title consultant, or any other consultant, contractor, or vendor retained or used by the Borough in connection with the foregoing.

B. Litigation or Third-Party Challenge Costs: Unless otherwise agreed by the parties or prohibited by law, Interim Costs shall include fees, costs, and expenses incurred by the Borough in connection with any third-party challenge, claim, appeal, OPRA proceeding, prerogative writ action, or other proceeding relating to this Agreement, the conditional designation, the RFP process, the Proposal, or the potential redevelopment of the Project Site. Interim Costs shall not include fees, costs, and expenses of litigation instituted by the Borough against the Conditional Redeveloper or by the Conditional Redeveloper against the Borough unless awarded by a court or agreed by the parties.

C. Deposit of Project Funds: Concurrently with execution of this Agreement, the Conditional Redeveloper shall deposit with the Borough the amount required under Chapter 261 of the Borough Code based upon the estimated total project cost, anticipated to be Fifteen Thousand Dollars (\$15,000.00) for a project with a total estimated project cost greater than \$10,000,000, or such other amount as may be lawfully required and agreed by the Borough and Conditional Redeveloper (the "Project Funds"). The Project Funds shall be maintained by the Borough in a separate, non-interest-bearing escrow account and drawn down to pay Interim Costs. The Borough shall provide invoices or summaries of charges reflecting the work, time expended, and costs incurred. When the Project Funds have been depleted by two-thirds of the original deposit, or otherwise reach Five Thousand Dollars (\$5,000.00) or less, the Conditional Redeveloper shall replenish the Project Funds within 15 days after written notice from the Borough. If Interim Costs exceed available Project Funds, the Conditional Redeveloper shall pay the deficiency within 15 days after receipt of billing from the Borough.

- D. Unused Funds:** Upon termination of this Agreement, the Borough shall draw down the Project Funds to pay all Interim Costs incurred through termination. Within 30 days after final reconciliation of invoices, the Borough shall return any remaining Project Funds to the Conditional Redeveloper. If a redevelopment agreement is executed, remaining Project Funds may remain on deposit and be applied to future Borough costs in accordance with the redevelopment agreement or returned as provided therein.
- 5. Scope of Negotiations.** The Proposal shall provide the basis for commencing discussions, but the parties are not bound by the description, concept, standards, terms, conditions, or obligations set forth in the Proposal unless and until such matters are incorporated into a duly adopted redevelopment plan, redevelopment agreement, and related transaction documents approved by the Borough. Continuing negotiations may address, without limitation, the senior residence program, senior center/community center program, property disposition structure, financial terms, public access rights, operations and maintenance, schedule, financing, affordable housing, PILOT or tax exemption, infrastructure, environmental issues, buffers, traffic, parking, stormwater, utilities, and redevelopment plan standards.
- 6. Redevelopment Plan.** The Conditional Redeveloper acknowledges that no redevelopment plan has been adopted for the Project Site. Any redevelopment plan shall be prepared, reviewed, referred, considered, adopted, amended, or rejected in accordance with the LRHL and applicable law. The Borough retains full legislative discretion concerning the content, adoption, amendment, or rejection of any redevelopment plan. Nothing in this Agreement shall obligate the Borough to adopt any redevelopment plan, adopt any standard proposed by the Conditional Redeveloper, or adopt a plan that permits the Proposal.
- 7. No Conveyance or Final Agreement Prior to Required Approvals.** The parties acknowledge that no sale, lease, ground lease, conveyance, development approval, final redeveloper designation, redevelopment agreement, financial agreement, or other final transaction shall occur unless and **until** authorized by the Borough in accordance with applicable law, including, as applicable, adoption of a redevelopment plan by ordinance and public action by the Mayor and Council.
- 8. Access and Due Diligence.** The Conditional Redeveloper shall not enter upon the Project Site for testing, borings, invasive due diligence, surveys, or other field work without the Borough's prior written authorization and, if required by the Borough, a separate right-of-entry or access agreement containing insurance, indemnity, restoration, and other requirements acceptable to the Borough.
- 9. OPRA and Public Records.** The Conditional Redeveloper acknowledges that this Agreement, the Proposal, and related records may be government records subject to disclosure under the New Jersey Open Public Records Act, common law right of access, or other applicable law, subject to any lawful exemptions or redactions determined by the Borough.

- 10. Assignment.** The Conditional Redeveloper shall not assign this Agreement, the conditional designation, or any rights hereunder without the prior written consent of the Borough, which consent may be granted, withheld, or conditioned in the Borough's sole discretion.
- 11. Notices.** All notices under this Agreement shall be in writing and delivered by hand, certified mail, recognized overnight courier, or email with confirmation to the addresses set forth below, or to such other address as a party may designate by notice.

If to Borough:

Attn: Borough Clerk
Borough of South River
48 Washington Street
South River, New Jersey 08882
ahager@southrivernj.org

If to Conditional Redeveloper:

[INSERT NAME, ADDRESS, EMAIL, AND CONTACT PERSON].

- 12. Compliance with Law.** The Conditional Redeveloper shall comply with all applicable federal, State, county, and local laws, rules, regulations, ordinances, approvals, and requirements, including those concerning redevelopment, land use, fair housing, senior housing, affordable housing, public contracting, public works, prevailing wage, campaign contributions, equal employment opportunity, environmental protection, stormwater, and accessibility, to the extent applicable.
- 13. Entire Agreement.** This **Agreement** contains the entire agreement of the parties with respect to its subject matter and supersedes prior negotiations, agreements, and understandings concerning conditional designation and interim costs. This Agreement may be amended only by a writing signed by both parties and approved by the Borough to the extent required by law.
- 14. Governing Law.** This **Agreement** shall be governed by and construed in accordance with the laws of the State of New Jersey. Venue for any dispute shall be in the Superior Court of New Jersey, Middlesex County, unless otherwise required by law.
- 15. Counterparts and Electronic Signatures.** This **Agreement** may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

[CONDITIONAL REDEVELOPER]

BOROUGH OF SOUTH RIVER

By: _____

By: _____

Name: _____

Name: _____

Title:

Title:

Date: _____

Date:

ATTEST:

Alyssa Hager, RMC

Borough Clerk

ACKNOWLEDGMENT - CONDITIONAL REDEVELOPER

[illegible]

I CERTIFY that on _____, 20__, _____
personally came before me and acknowledged under oath, to my satisfaction, that this person is the
_____ of _____, the entity named in this Agreement,
and signed and delivered this Agreement as his/her voluntary act and deed on behalf of said entity.

Signed and sworn to before me on _____, 20__.

Notary Public

ACKNOWLEDGMENT - BOROUGH

[illegible]

I CERTIFY that on _____, 20__, Alyssa Hager, RMC, personally came before me and acknowledged under oath, to my satisfaction, that: (a) she is the Borough Clerk of the Borough of South River; (b) she is the attesting witness to the signing of this Agreement by the proper Borough official; (c) this Agreement was signed and delivered by the Borough of South River as its voluntary act duly authorized by resolution; and (d) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me on _____, 20__.

Notary Public