

**BOROUGH OF NORTH ARLINGTON**

**REQUEST FOR PROPOSALS**

**REDEVELOPMENT OF BLOCK 30, LOT 1**

**ISSUE DATE: JUNE 1, 2023<sup>1</sup>**

**RESPONSE DUE DATE: SEPTEMBER 1, 2023**

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<sup>1</sup> Revised June 2, 2023

The Borough of North Arlington (the “**Borough**”) issues this request for proposals (“**RFP**”) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “**Redevelopment Law**”) and all other applicable laws. Any successful Respondent (defined below) is required to redevelop the Redevelopment Site (as defined in Section II herein), or any portion thereof, or such other area that may be added to the Redevelopment Site as may be approved by the Borough, in accordance with the Redevelopment Law and as set forth in a Redevelopment Agreement (defined below).

All responses to this RFP (a “**Proposal**”) shall be prepared at the cost and expense of the prospective redeveloper who proposes to construct the project in response to the RFP (the “**Respondent**”). The Borough is not responsible for paying any costs or expenses associated with the preparation of a Proposal.

Respondent and its contractors and subcontractors must always comply with all applicable obligations pursuant to The New Jersey Campaign Contributions and Expenditure Reporting Act, *N.J.S.A. 19:44A-1, et seq.*, and any local or municipal restrictions adopted in accordance with said Act.

This RFP constitutes an invitation for responsive submissions to the Borough and does not represent an offer, obligation, or agreement on the part of the Borough. The Borough reserves the right to protect the best interests of the Borough, to waive any technical errors, to request clarification of any submission, to reject any submission (or any part thereof) for any reason whatsoever, or to reject all Proposals for any reason whatsoever. The Borough reserves the right at any time to withdraw this RFP or modify the schedule or requirements set forth herein.

The Borough reserves the right, if it is deemed to be in the public interest, to enter directly into negotiations with one or more Respondents, or to reissue a request for proposals in order to advance the planning and disposition process. This RFP does not commit the Borough to any disposition process or to enter negotiations with any Respondent. While every effort has been made to provide accurate information within this RFP regarding the Redevelopment Site, the Borough is not bound by any of the statements or assumptions set forth herein.

## **I. BACKGROUND**

The Borough is approximately 2.6 square miles in area, situated in the southwest of Bergen County, located in northern New Jersey. The Borough is advantageously situated between Hudson County and Essex County. The Borough is in an area which easily allows for citizens to commute to New York City.

The Borough has undertaken planning activities to make the community a vital and sustainable place to live and work for its citizens, including its senior citizens and veterans. Among various efforts in creating this vision and in order to address conditions within the Borough and stimulate private investment, the Mayor and Council of the Borough (the “**Mayor and Council**”) have determined that the appropriate course of action is to redevelop portions of the Borough in accordance with the Redevelopment Law.

By Ordinance No. 2374, adopted May 11, 2023, the Mayor and Council adopted the 200 River Road American Legion Veterans of Foreign Wars (VFW) Site Redevelopment Plan (the “**Redevelopment Plan**”) for Block 30, Lot 1 (the “**Redevelopment Site**”).

## **II. SITE DESCRIPTION**

The Borough seeks one or more Respondents to respond to this RFP with submissions of a Proposal and statements of their qualifications to redevelop the Redevelopment Site.

The Borough seeks to identify Respondent(s) with the ability and capacity to commence a redevelopment project as described in this RFP. **Proposals must be for the entire Redevelopment Site.** The details regarding the Redevelopment Site are found below, and the Redevelopment Plan is attached to this RFP.

The Redevelopment Site is owned by the Borough. The Redevelopment Site is located on River Road, which includes a mix of uses including but not limited to residential, commercial, industrial, and parks and recreation. River Road is a main south-to-north corridor of the Borough running parallel to the Passaic River and connects to Lyndhurst Township and the Town of Kearny. One (1) story buildings are located to the north and south of the Redevelopment Site, while a two (2) story building containing the Borough’s firehouse is across from the Redevelopment Site.

The Redevelopment Site currently includes a one (1) story building occupied by the Veterans of Foreign Wars (VFW) and contains approximately thirty-seven (37) parking spaces. The Redevelopment Site is located within the R-1 zone of the Borough (One Family Residence Zone).

## **III. DEVELOPMENT PROGRAM GOALS**

The Borough seeks Proposal(s) which achieve the goals of the Redevelopment Plan, maximize the Redevelopment Site’s and immediate areas potential and benefit and complement the surrounding area. In particular, the Borough envisions the development of a multi-use facility that provides affordable housing and first floor meeting areas for its senior citizens (with a preference for veterans). Specifically, the Borough seeks Proposals that:

- Provide age-restricted units in compliance with Section 807(b)(2)(C) of the Fair Housing Act, 42 U.S.C. § 3607, whereby at least eighty percent (80%) of the approximate forty (40) units included in the development are intended and operated for occupancy by persons fifty-five (55) years of age or older;
- Allocate all or a portion of such residential units to those with less than 120% of the median family income in Bergen County;
- Provide a preference for veterans in a portion of the units;
- Provide approximately 2,500 square feet of space on the ground floor to the Borough for use as a meeting place for its veterans as described below (“**Veterans Space**”);
- Provide a separate approximately 2,500 square feet of space to the Borough for use as a Senior Citizen Center as described below (“**Senior Center**”);

- Provide a separate entranceway specifically for the Veterans Space on the southernmost side of the building, alongside Belmont Avenue;
- Including an outdoor ceremony area in close proximity to the entranceway for the Veterans Space that can accommodate three flag poles and ceremonies;
- Providing a separate entranceway specifically for the Senior Center;
- Ensure sufficient parking for the project so as to prevent overflow parking onto River Road and other areas;
- Preserve the present character of the Borough as an established, mature community; and
- Incorporate easy access into and out of the site to allow for the residents' use of public transportation as described below.

To accommodate the individuals being picked up and dropped off, the project should also include a covered area to shield individuals from any inclement weather. The access into and out of the Redevelopment Site will preferably include ingress from Belmont Avenue, and egress on to River Road, to allow for an easy pathway and reduce traffic.

The ground floor Veterans Space and Senior Center shall be separate spaces to be integrated into the final design following a collaborative effort with the Borough. Each space will have separate entrances. The entranceway for the Veterans Space shall be along the southernmost side of the building, alongside Belmont Avenue. The Veterans Space shall also include an outdoor ceremony area to allow for flag ceremonies and other gatherings, in close proximity to its specific entranceway. Both spaces shall include a kitchenette and two handicap accessible bathrooms. The Veterans Space shall also include a bar. The Senior Center is not required to be connected to the Veterans Space. Each of the Veterans Space and the Senior Center shall be separate condominium units in the building owned by the Borough but shall not be assessed any common area charges. The Borough shall be responsible for all utilities serving such space as such spaces shall each be separately metered.

#### **IV. RFP RESPONSE**

##### **A. GENERAL REQUIREMENTS AND DEADLINES**

During the RFP application period, no oral interpretation of any requirement of the RFP will be given to any prospective Respondents. Questions regarding this RFP may be submitted periodically via email to: Stephen Lo Iacono, Borough Administrator, at [administrator@northarlington.org](mailto:administrator@northarlington.org), with a copy to Joseph P. Baumann, Esq., at [jbaumann@msbnj.com](mailto:jbaumann@msbnj.com), until no later than 4:00 p.m. on August 17, 2023. Responses to questions will be periodically posted on the Borough website as and when received. **It is the responsibility of all prospective Respondents to check the Borough's website periodically for updates to this RFP as well as any responses to questions.**

**Proposals may be submitted via email, hand delivered to the Borough's offices, sent by email, U.S. certified mail return receipt requested, or sent by private courier service. Proposals submitted via email must be sent in PDF format to Stephen Lo Iacono, Borough Administrator, at [administrator@northarlington.org](mailto:administrator@northarlington.org), with a copy to Joseph P. Baumann,**

Esq., at [jbaumann@msbnj.com](mailto:jbaumann@msbnj.com) no later than 12:00 PM on September 1, 2023. Proposals submitted via certified mail, private courier service or hand delivery must include three (3) paper copies and one (1) electronic copy (on CD or USB drive format preferred) of the Proposal. All Proposals that are sent directly to the Borough (i.e. not via email) shall be delivered no later than 12:00 PM on September 1, 2023, to the Borough of North Arlington, Attn. Stephen Lo Iacono, Borough Administrator, 214 Ridge Road, North Arlington, NJ 07031. The Borough shall not be responsible for the loss, non-delivery, or physical condition of Proposals sent by mail or courier service.

All Proposals must include a non-refundable submission fee of \$1,500.00, which must be paid at the time of submission of the Proposal, except if a Respondent's Proposal is submitted via email, then such Respondent shall mail the submission fee to the Borough, and the Borough shall receive the submission fee, no later than August 31, 2023. Proposals that include payment of the submission fee by check, which check is dishonored for insufficient funds, shall be considered to have not included the submission fee and may be rejected. Any Proposals received after the deadline or without a submission fee may be rejected.

**All Proposals will become the property of the Borough and will not be returned to the Respondent.**

Respondent should not rely on the information contained in this RFP, but instead should conduct their own investigation and inquiry regarding the Redevelopment Site and independently assure themselves of the conditions and regulations affecting the Redevelopment Site, including but not limited to environmental conditions. Respondents should be creative in their responses and propose creative and innovative solutions to traditional redevelopment challenges. The Borough will consider Proposals that include financial incentives, including a payment in lieu of taxes, but the Borough does not guarantee that such financial incentives will be awarded. The Borough will consider Proposals that include properties outside the Redevelopment Site under control of the Respondent.

## **B. FORMAT OF PROPOSALS**

The Borough requires a standard format for all Proposals submitted to ensure that clear, concise, and complete statements are available from each Respondent in response to the RFP requirements. It is recommended that Respondent utilize headings, section numbers and/or page numbers to organize its Proposals. The Borough is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted Proposal. Where a Proposal contains conflicting information, the Borough at its option may either request clarification or may consider the information submitted unresponsive.

Each Proposal submitted must contain, in sequence and with the appropriate heading, each of the following sections:

1. Title Page
2. Executive Summary
3. Proposal for the Project

4. Project Financing
5. Proposal for acquisition of Borough owned portions of the Redevelopment Site, if such property is the subject of the Proposal
6. Proposal for sale, lease, joint venture, or other relationship with owners of private property that is part of the Proposal
7. Government Responsibilities
8. Experience and Qualifications; Key Personnel
9. Examples of Successful Projects completed by Respondent

These required sections are further described and defined as follows:

**1. Title Page**

The Proposal must include a title page, which identifies the proposed project, the Respondent's firm, name of the Respondent's primary contact, Respondent's address, telephone number and e-mail address.

**2. Executive Summary**

A summary of the key points and highlights of the Proposal which should illustrate why the Respondent is best suited for the project.

**3. Proposal for the Project**

Include a detailed description of the Respondent's proposed project, including capital improvements, concept plans, three-dimensional massing models, architectural elevations, perspective renderings, site sections, and similar illustrative materials, etc. Respondent should highlight any risks it deems to be significant enough in nature which could delay or stop the proposed project. All Proposals shall comply with the zoning and planning requirements of the Redevelopment Plan, although the Borough will consider reasonable changes to the Redevelopment Plan that may be included in a Proposal, provided it meets the Borough's goals. Proposed Redevelopment Plan amendments should be set forth in the Proposal.

**4. Project Financing**

Provide a breakdown of the total of all projected development costs and the sources of all anticipated funds to meet those costs.

The Respondent must state their financial offer for the purchase of the portion of the Redevelopment Site owned by the Borough.

The Borough makes no representation as to the state of remediation of the Redevelopment Site or delivery of environmentally remediated property including Borough-owned property.

**5. Proposal for acquisition of the Redevelopment Site**

The Proposal should include a proposal to acquire/lease the Project Site from the Borough for the proposed redevelopment project. The Borough is open to the sale of the Project Site but has a preference for a long-term ground lease.

**6. Government Responsibilities**

The Respondent should specifically describe the expectations relating to the responsibilities and/or financial commitments (or otherwise) the Respondent is expecting of the Borough throughout the life of the proposed project including payments-in-lieu-taxes and such financial incentives that may be required from the State.

**For purposes of evaluating the Respondent’s Proposal, the Borough makes no representation as to responsibility for remediation of the Redevelopment Site or delivery of environmentally remediated property.**

**7. Experience and Qualifications; Key Personnel**

Include a brief history of the Respondent and how its experience is analogous to and qualifies it to meet the requirements of the RFP. The citation of specific projects that are currently being developed or have been completed in the past is strongly encouraged.

Identify the proposed project team, the role that each proposed team member will assume and detailing the qualifications for the role that the team member possesses. This should include the Respondent as well as attorneys, architects, engineers, contractors, builders, and financiers.

**8. Experience and Qualifications; Key Personnel**

Include a list of projects of similar scope and size that the Respondent believes highlights its strengths and creativity.

**V. REDEVELOPMENT AGREEMENT**

The successful Respondent(s) (the “**Redeveloper**”) will be required to enter into a redevelopment agreement with the Borough (the “**Redevelopment Agreement**”). Upon conditional designation as the Conditional Redeveloper, the successful Respondent(s) shall enter into an Interim Cost and Conditional Designation Agreement with the Borough to defray the Borough’s expenses pending execution of the Redevelopment Agreement.

Neither the Borough’s acceptance of a Proposal nor the Borough’s conditional designation of successful Respondent(s) as a redeveloper will create any rights or obligations regarding such Respondent(s) until the full execution of the Redevelopment Agreement. The Borough will have the option to terminate negotiation of a Redevelopment Agreement at any time without cause, including on the basis that the Borough is not satisfied with the progress of negotiations. The successful Respondent shall have no cause of action or right to damages arising from the termination of negotiations with the Respondent prior to the Borough’s execution of a Redevelopment Agreement with the Respondent(s).

## **VI. EVALUATION PROCESS**

The Borough will evaluate Proposals based on their completeness, feasibility, responsiveness to the RFP requirements and redevelopment goals described herein, strength of the development approach, innovation of the Proposal, and Respondent's comparable experience and capacity to successfully complete the proposed project.

The Borough will evaluate Proposals based consideration of key criteria, which includes, but is not limited to:

- Conformance to RFP format requirements
- Appropriateness of proposed project to RFP requirements and the goals of the Redevelopment Plan
- Timeframe for completion of the proposed project
- Development team qualifications, comparable prior experience, and capacity
- Soundness of the Respondent's financial plan and commitments
- Vision and quality of development approach
- Public benefits from the proposed project, including the proposed number of affordable housing units and the goals articulated in Section III above
- Commitment to diversity regarding utilization of minority and women-owned business enterprises and local businesses and workers
- Financial feasibility and capacity
- Adherence to the Development Program Goals set forth in Section III
- Creative solutions to preserve, integrate and/or document the historic nature of buildings and properties within the Redevelopment Site

The Borough shall not be obligated to explain the results of the evaluation process to any Respondent. The Borough may elect to ask some or all Respondents to give presentations on their Proposals. The Proposal(s) determined by the Borough and its professionals to best satisfy the criteria and goals of the Redevelopment Plan and RFP requirements will be recommended to the Mayor and Council for consideration. The Mayor and Council will consider the recommendation and, at its discretion, vote on whether to: recommend the Proposal(s), conditionally designate the successful Respondent(s) as redeveloper and authorize the execution of Interim Cost and Conditional Designation Agreement(s) (a form of which is included in Exhibit B). It is expected that the successful Respondent(s) will execute Redevelopment Agreement(s) within 6 months of designation by the Mayor and Council.

The Borough reserves the right to:

- Select a short list of Respondents;
- Enter exclusive negotiations with selected Respondent(s) with the intent of entering into a redevelopment agreement(s).
- Request additional information from any Respondent, including references related to past or current projects; or

- Take no action.

## **VII. DISCLAIMERS**

- A. Respondent is responsible for ensuring that its Proposal is compliant with all applicable Federal, State, and local laws, regulations, and ordinances.
- B. Respondent acknowledges that the preparation and submission of a Proposal is at its own risk and expense, and in no event may it seek reimbursement or contribution from the Borough.
- C. In an effort to foster the timely redevelopment of the Redevelopment Site, each Respondent acknowledges that by submitting a Proposal, such Respondent waives its right to file or maintain, through itself or any other party with which it is affiliated, any action or proceeding challenging determinations made by the Borough pursuant to this RFP.
- D. The successful Respondent must have sufficient monetary resources to provide for all predevelopment costs associated with the proposed project. The Borough will not provide any funding to pay for predevelopment costs including, but not limited to, architectural and engineering fees, legal fees, environmental reports or testing, financing and syndication costs, and surveys.
- E. Designation of a successful Respondent as redeveloper for a proposed project will not create any rights whatsoever in the successful Respondent until the execution by the Borough of a redevelopment agreement.
- F. The Borough in its sole discretion will have the option to terminate negotiations at any time if not satisfied with the progress of negotiations.
- G. The Borough reserves the right to reject all Proposals.
- H. Any successful Respondent is required to comply with requirements of the Law Against Discrimination, P.L. 1975, Ch. 127, *N.J.A.C.* 10:5-31, *et seq.*, the Affirmative Action Rules, *N.J.A.C.* 17:27-1.1, *et seq.*, the Americans with Disabilities Act of 1990, 42 U.S.C. § 2101, *et seq.*

# Exhibit A

## **200 RIVER ROAD AMERICAN LEGION VETERANS OF FOREIGN WARS (VFW) SITE REDEVELOPMENT PLAN**

# Exhibit B

## **Interim Cost and Conditional Designation Agreement**

**INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT**  
**BY AND BETWEEN THE BOROUGH OF NORTH ARLINGTON**  
**AND [ \_\_\_\_\_ ]**

**THIS AGREEMENT** dated as of \_\_\_\_\_, 2023 (“**Effective Date**”), by and between the **BOROUGH OF NORTH ARLINGTON**, (the “**Borough**”), located at 214 Ridge Road, North Arlington, New Jersey 07031, acting pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “**Redevelopment Law**”), and [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] company of the State of [New Jersey], located at [ \_\_\_\_\_ ] (“**Conditional Redeveloper**”).

**WITNESSETH**

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

**WHEREAS**, the Borough desires that the land located in an area which has been determined to be an area in need of redevelopment in accordance with the Redevelopment Law, designated as Block 30, Lot 1 on the tax maps of the Borough ( the “**Project Site**”), be redeveloped in accordance with the 200 River Road American Legion Veterans of Foreign Wars (VFW) Site Redevelopment Plan adopted by the Mayor and Council on \_\_\_\_\_ (the “**Redevelopment Plan**”); and

**WHEREAS**, on or about \_\_\_\_\_, the Conditional Redeveloper submitted to the Borough a Proposal in response to a Request for Proposals issued by the Borough (“**RFP**”) and certain accompanying information seeking to be designated as the Redeveloper of the Project Site (collectively, the “**Proposal**”); and

**WHEREAS**, the Borough and the Conditional Redeveloper desire to negotiate a redevelopment agreement to redevelop the Project Site based generally upon the Proposal as a starting point for negotiations, subject to the provisions herein, and further review by the Borough; and

**WHEREAS**, the Borough shall, during the Interim Period, as that term is defined herein, negotiate exclusively with the Conditional Redeveloper regarding the Proposal for the redevelopment of the Project Site; and

**WHEREAS**, the Borough requires that the Conditional Redeveloper pay the reasonable costs incurred by the Borough associated with the review of the Proposal, the drafting and negotiation of a redevelopment agreement and any other related agreements or documents, and all other reasonable costs and expenses related to this matter prior to the execution of any redevelopment agreement, should such an Agreement ultimately be executed, or the determination by the Borough that such a redevelopment agreement cannot be executed, should that result occur; and

**WHEREAS**, payment of such costs by the Conditional Redeveloper in no way assures any particular result,

**NOW, THEREFORE**, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the parties hereto, each binding itself, its successors, and assigns, do mutually promise, covenant, and agree as follows:

1. **Conditional Designation**. Upon the complete execution of this Agreement, the Conditional Redeveloper shall be designated as the Conditional Redeveloper of the Project Site. The Borough and Conditional Redeveloper shall negotiate in good faith all the issues identified herein and execute a redevelopment agreement within the Interim Period set forth herein. In the

event that the parties are unable to reach agreement on the terms of a redevelopment agreement, this Agreement shall be terminated, and the designation set forth herein shall be automatically terminated, subject to the provisions herein and Conditional Redeveloper shall cease to have any liability to pay any further Borough professional costs and fees that were incurred after termination of this Agreement.

2. **Interim Period.** The term “**Interim Period**” shall mean the period of 180 calendar days commencing on the date of the full execution of this Agreement; provided however, that the Parties may continue to negotiate with each other beyond the initial 180 calendar days of the Interim Period without the necessity for any formal amendment to this Agreement, and this Agreement will remain in effect during such ongoing negotiations provided that either party may, in its sole discretion, terminate the agreement by written notice at any time after such 180 day period. Notwithstanding the foregoing, if at any time following the Interim Period it is reasonably determined by the Borough that a redevelopment agreement cannot be successfully negotiated and executed for any reason, the Borough may terminate this Agreement, subject to the provisions herein, upon 30 days written notice by the Borough to Conditional Redeveloper and provided that Conditional Redeveloper is unable to cure the Borough’s reason for termination within said 30 day period, failing which the termination shall be deemed effective as of close of business on the thirtieth (30<sup>th</sup>) day following such written notice.

During the Interim Period, the Borough agrees to negotiate exclusively with the Conditional Redeveloper toward the preparation and execution of a redevelopment agreement, which shall include all the project details, terms and conditions, schedules, and financial arrangements between the Borough and the Conditional Redeveloper with respect to the redevelopment of the Project Site. During the Interim Period, either party may cease negotiations

and terminate this Agreement if the other party is not diligently negotiating in good faith, or it is determined that a redevelopment agreement cannot be successfully negotiated and executed for any reason. In the event that this Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 pertaining to the Payment of Interim Costs.

3. **Payment of Interim Costs.** The Conditional Redeveloper shall pay or reimburse the Borough, as applicable, all reasonable professional fees and costs incurred by the Borough and as more thoroughly defined below in paragraph 3A which have been incurred by the Borough beginning on the Effective Date, and which shall continue to be incurred prior to the execution of any redevelopment agreement or the determination that such a redevelopment agreement cannot be executed, should that result occur.

A. **Definition of Interim Costs:** The term “**Interim Costs**” shall include, but not be limited to, all costs incurred by the Borough in connection with, related to or arising out of the designation of the Conditional Redeveloper as the Conditional Redeveloper of the Project Site, the drafting and negotiation of any redevelopment agreement and any other related agreements or documents, the review of any future revised proposal(s) submitted, and reasonable professional fees charged by any legal, engineering or financial consultant, contractor or vendor retained by the Borough in connection with same. The Conditional Redeveloper shall fully reimburse all Interim Costs incurred by the Borough, even if a redevelopment agreement between the Borough and Conditional Redeveloper is not executed notwithstanding the Borough and Conditional Redeveloper’s good faith, due diligent efforts to the contrary except that in no event shall the Conditional Redeveloper’s obligation to pay or reimburse the Borough include fees, costs and expenses of any litigation or action instituted by Borough or the Conditional Redeveloper relating

to any claim associated with the subject matter of the within Agreement and/or the Conditional Redeveloper's designation as Conditional Redeveloper. In the event of such litigation, the Borough, and Conditional Redeveloper each shall be responsible for their own costs and expenses, inclusive of legal fees. In the event of any litigation or action instituted by a third party relating to any claim associated with the subject matter of the within Agreement and/or the Conditional Redeveloper's designation as Conditional Redeveloper, the Conditional Redeveloper shall be obligated to pay or reimburse the Borough for all fees, costs, and expenses in connection with the defense of said litigation. The Conditional Redeveloper further agrees that in the event the Parties continue good faith negotiations following the expiration of the Interim Period, all Interim Costs incurred by the Borough following such expiration shall be included in the definition of Interim Costs and shall be reimbursed by the Conditional Redeveloper in the same manner as Interim Costs. Notwithstanding anything contained in this Paragraph 3A to the contrary.

**B. Deposit of Project Funds:** Concurrently with the full execution of this Agreement, Conditional Redeveloper shall pay \$25,000.00 ("**Project Funds**") to the Borough to be maintained in a separate, non-interest bearing escrow account by the Borough and to be drawn down upon by the Borough to cover Interim Costs. The Borough shall provide Conditional Redeveloper with detailed invoices setting forth the work, time expended, and costs incurred by the Borough which have been drawn down from the Project Funds. Within 15 days of the receipt by Conditional Redeveloper of written notice from the Borough that the amount of Project Funds has decreased to \$5,000.00 or less, Conditional Redeveloper shall promptly replenish the Project Funds to the amount of \$15,000.00. If at any time the Interim Costs exceed the amount of the Project Funds, on hand, the Borough shall provide Conditional Redeveloper payment notice and billing to support its requests for additional funds and within 15 days of receipt of the same the Conditional

Redeveloper agrees to remit payment to the Borough.

C. **Termination.** Subject to the terms herein, in the event that a redevelopment agreement is not ultimately executed, and this Agreement is terminated, the Borough shall draw down upon the Project Funds in order to pay all invoices for Interim Costs incurred up to the termination. Within 30 days from the date of termination, the Borough shall return all remaining Project Funds to the Conditional Redeveloper. In the event that a redevelopment agreement is ultimately executed, the Project Funds shall remain on deposit with the Borough to cover any additional Interim Costs incurred by the Borough and to cover any costs incurred by the Borough pursuant to the redevelopment agreement, which redevelopment agreement shall contain a provision providing for the payment of such costs.

4. **Scope.** The Parties have had preliminary discussions regarding the scope of the project to be covered by the redevelopment agreement. The Parties agree that the description set forth in the Proposal shall provide the basis for the commencement of the negotiations for the redevelopment agreement, subject to the provisions herein. The Parties further agree that the Parties are not bound by the description of the project set forth in the Proposal, nor does the Proposal contain an exhaustive list of all terms, conditions, and obligations to be included in a redevelopment agreement. The continuing negotiations shall address several issues to refine the description set forth in the Proposal and determine where amendments to the Redevelopment Plan may arise.

5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings with respect thereto.

6. **Controlling Law.** New Jersey law shall govern the within Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed,  
all as of the date first above written.

[ ]

Attest:

\_\_\_\_\_

By:

\_\_\_\_\_

Name:  
Title:

**BOROUGH OF NORTH ARLINGTON**

Attest:

\_\_\_\_\_

By:

\_\_\_\_\_

Stephen Lo Iacono  
Borough Administrator

**[Signature Page for Interim Cost Agreement]**

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF BERGEN )

I CERTIFY that on \_\_\_\_\_, 2023, \_\_\_\_\_ personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, \_\_\_\_\_ is the [\_\_\_\_\_] of [\_\_\_\_\_], which is the company named in this document; and signed and delivered this document as his/her act and deed on behalf of the said company.

\_\_\_\_\_

Signed and sworn to before me  
on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF BERGEN )

I CERTIFY that on \_\_\_\_\_, 2023, KATHLEEN MOORE, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Borough of North Arlington, named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper Borough of North Arlington official who is Stephen Lo Iacono, Borough Administrator;
- (c) this document was signed and delivered by the Borough of North Arlington as its voluntary act duly authorized by a proper resolution of the Borough of North Arlington; and
- (d) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_

Signed and sworn to before me

on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public