

# SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY

## REQUEST FOR PROPOSALS (RFP)

### Public–Private Partnership (P3)

### Development, Construction, Financing, and Operation of a Bar–Restaurant with Indoor and Outdoor Dining and Outdoor Bar

### Partial River View

#### 1. Introduction & Purpose

The **Sayreville Economic and Redevelopment Agency (SERA)** (the "Agency"), on behalf of the Borough of Sayreville (the "Borough"), is soliciting proposals from qualified and experienced developers/operators to enter into a **Public–Private Partnership (P3)** for the **design, financing, construction, operation, and maintenance** of a **bar and restaurant concept with indoor and outdoor dining and bar** located on municipally owned land with **partial river views**.

The Borough intends to leverage private sector creativity, capital investment, and operational expertise to activate its waterfront, enhance public amenities, stimulate economic activity, and generate a **long-term revenue stream** for the Borough and Agency.

The Agency will **provide the land** through a long-term ground lease. The selected redeveloper/operator will be responsible for **all financing, construction, operations, staffing, and ongoing maintenance**, and shall pay an **annual lease payment** to the Agency.

The successful respondent will be named Conditional Redeveloper by the Agency.

#### 2. Site Description

**Important Environmental Note:** A portion of the project site is located within a regulated **wetlands and/or waterfront area**. These areas are **environmentally constrained and are not developable**. Development must be limited strictly to upland areas and shall fully comply with all applicable environmental and waterfront regulations.

- **Location:** Municipally owned parcel located at Sayreville Boulevard and River Road intersection located near boat ramp and across from Buchanan Park.
- **Setting:** Riverfront / waterfront-adjacent site with partial river views
- **Current Condition:** Vacant municipal land
- **Utilities:** Existing or nearby public utilities (details to be confirmed by proposer)
- **Zoning:** Block 175.01 Lot 1 is within River Road Redevelopment Area. Copies of the Redevelopment Plan are available on the Agency website.

The Borough encourages creative site-sensitive designs that maximize river views while respecting public access, environmental considerations, and surrounding uses.

### 3. Project Vision & Objectives

The Borough seeks proposals that:

- Create a **destination-quality bar/Sport bar and indoor/outdoor restaurant including but not limited to Brewpub.**
- Include an **outdoor bar and public viewing deck** designed to take advantage of river views
- Provide all year around **indoor–outdoor dining and bar service**, allowing seasonal outdoor operations during warm weather
- Offer a unique concept that complements the Borough’s character and waterfront
- Encourage extended-season or year-round operation where feasible
- Generate consistent lease tax revenue for the Borough and lease revenue for the Agency.
- Attract residents and visitors while enhancing the waterfront experience

### 4. Scope of Developer Responsibilities

#### Environmental & Waterfront Compliance (Mandatory)

The selected developer/operator shall be solely responsible for:

- Full compliance with all applicable **local, state, and federal environmental laws and regulations**, including but not limited to:
  - New Jersey Department of Environmental Protection (**NJDEP**) regulations
  - Wetlands regulations and buffer requirements
  - Waterfront Development and CAFRA regulations, if applicable
  - Flood hazard area rules
- Ensuring that **no development, grading, disturbance, or construction** occurs within designated wetlands or environmentally constrained areas of the site unless approved by the Agency, Borough and NJDEP
- Designing the project to avoid adverse environmental impacts and to respect existing natural features
- Obtaining all required environmental permits and approvals at the developer's sole cost

No variances, waivers, or approvals are guaranteed by the Agency or the Borough, and all development risk associated with environmental constraints shall be borne entirely by the redeveloper/operator. SERA will review reasonable requests and assist redeveloper where possible.

The selected redeveloper and or operator shall be fully responsible for:

#### **A. Concept & Design**

- Proposing a unique **indoor–outdoor restaurant and bar concept**
- Architectural design, site planning, and engineering
- Design and construction of a **publicly accessible viewing deck**, outdoor dining areas, and bar
- Seasonal flexibility to allow outdoor dining and bar service during warm weather months
- Compliance with all zoning, building, environmental, and health codes
- Proposing a unique restaurant and bar concept
- Outdoor dining and bar design

- Compliance with all zoning, building, and health codes

## **B. Financing**

- Providing **100% of project financing**
- All pre-development, construction, and soft costs
- No financial contribution from the Borough or SERA
- The Agency will consider recommending a PILOT to the borough if financial analysis shows that a PILOT is necessary

## **C. Approvals & Permits**

- Securing all required local, state, and federal approvals
- Environmental and waterfront permits, if applicable

## **D. Construction**

- Construction of all buildings and site improvements
- Landscaping, parking, lighting, and signage

## **E. Operations & Maintenance**

- Day-to-day operations of the restaurant and bar
- Staffing, licensing, and compliance
- Maintenance of all improvements throughout the lease term
- Insurance and risk management

## **5. Borough Responsibilities**

The Agency shall:

- Provide the project site via a long-term ground lease
- Cooperate in good faith during the approval and development process
- Retain ownership of the land

- Review and approve final lease terms and development plans

The Borough shall **not** provide financing, operating subsidies, or guarantees.

## **6. Lease Structure & Financial Terms**

The Agency intends to enter into a **long-term ground lease with an initial term of thirty (30) years**, with potential renewal options subject to mutual agreement and Agency approval.

Proposers shall outline their proposed financial terms, including:

- **Proposed lease term:** Initial **30-year lease term**, with any proposed renewal options clearly identified
- **Annual base lease payment** to the Agency
- Any proposed **percentage rent** or revenue-sharing (optional)
- Escalation schedule for lease payments
- Security or performance guarantees, if offered

The Agency reserves the right to negotiate lease terms with the selected proposer.

## **7. Proposal Submission Requirements**

Proposals must include the following sections:

### **A. Developer/Operator Qualifications**

- Company background and ownership structure
- Relevant experience with similar restaurants or waterfront projects
- Resumes of corporate owners and key personnel

### **B. Concept Narrative**

- Description of the proposed restaurant and bar concept
- Target market and pricing strategy
- Hours of operation and seasonal considerations

### **C. Preliminary Design**

- Conceptual site plan and building massing
- Outdoor dining and tiki bar layout Rendering(s) or visual concepts require

### **D. Financial Proposal**

- Development budget summary
- Sources and uses of funds
- Proposed lease payment structure
- Operating assumptions

### **E. Development Schedule**

- Estimated timeline from award to opening

### **F. References**

- At least three business references

## **8. Evaluation Criteria**

Proposals will be evaluated by SERA and based on, but not limited to, the following criteria:

- Quality and creativity of the proposed concept
- Demonstrated experience with waterfront or environmentally sensitive sites
- Experience and financial capacity of the proposer
- Financial benefit to the Borough and Agency
- Compatibility with the waterfront setting and environmental constraints
- Feasibility and realism of development schedule
- Long-term operational sustainability

The Agency reserves the right to request interviews, presentations, or additional information.

## 9. RFP Schedule (Tentative)

- RFP Issued: February 20, 2026
- Site Visit Recommended – Please contact SERA to schedule
- Questions Due: March 20, 2026
- Responses to Questions Issued: March 31, 2026
- Proposals Due: April 24, 2026
- Interviews / Presentations - TBD
- Conditional Designation of Preferred Redeveloper TBD
- Negotiation of Ground Lease & Redevelopment Agreement: TBD

The Agency reserves the right to modify this schedule at its discretion.

## 10. Submission Instructions

Proposals shall be submitted:

- **Format:** PDF (electronic submission preferred) & printed copies
- **Number of Copies:** 2
- **Submission Address or Email:** [SERA@sayreville.com](mailto:SERA@sayreville.com)

SERA, 167 Main Street, Sayreville, NJ 08872

- **Deadline: April 24, 2026 by 3:00 pm**
- **Include a certified check in the amount of \$5,000.00** as refundable deposit.

**Late submissions may not be considered.**

Proposals shall be sealed and clearly marked:

**"RFP – Riverfront Bar & Restaurant P3"**

## **11. Operating Standards & Public Protections**

The selected redeveloper/operator shall comply with the following minimum operating standards, which shall be further defined in the redevelopment agreement, lease and operating agreement with a third-party operator.

- Compliance with all applicable local, state, and federal laws
- Reasonable limits on outdoor music, amplified sound, and special events
- Compliance with all noise ordinances and alcohol service regulations
- Defined seasonal and daily hours of operation, subject to Agency approval
- Ongoing maintenance of outdoor dining areas, bar, and viewing deck
- Adequate security staffing and crowd management during peak periods

The Agency reserves the right to require additional operational controls to protect adjacent neighborhoods, public spaces, and waterfront users.

## **12. Performance Security & Insurance**

The selected redeveloper/operator shall be required to provide, at minimum:

- **Performance security** in the form of a performance bond, letter of credit, or other acceptable financial assurance to guarantee construction completion
- Commercial general liability insurance naming the Agency and Borough as additional insureds
- Property, workers' compensation, liquor liability, and umbrella insurance as required by the Agency

Specific amounts and terms shall be negotiated and incorporated into the final lease and redevelopment agreement.

## **13. Evaluation Process & Scoring**

Proposals will be reviewed by the Agency based on qualitative and quantitative criteria. The Agency may conduct interviews, request clarifications, and seek best and final offers.

### **Sample Evaluation Criteria (Subject to Modification)**

<b>Criteria</b>	<b>Weight</b>
Concept Quality	30%
Developer ! Operator Experience	20%
Financial Strength & Feasibility	25%
Lease Revenue & Financial Benefit to Agency	15%
Environmental & Regulatory Understanding	10%

The Agency reserves full discretion in scoring and selection pursuant to the New Jersey Local Redevelopment and Housing Law.

#### **14. Disclaimer & Reservation of Rights**

- This RFP is issued solely for information and planning purposes.
- The Agency reserves the right to reject any or all proposals.
- The Agency may waive minor informalities or irregularities.
- The Agency may negotiate with one or more proposers.
- No proposer shall have any legal claim against the Agency or Borough arising from this RFP.
- Issuance of this RFP does not constitute an offer or commitment by the Agency or the Borough.

#### **15. Exhibits (For Reference)**

The following exhibits may be provided separately and are for informational purposes only:

- Exhibit A: Site Location Map
- Exhibit B: Conceptual Site Boundary (Upland vs. Wetlands – No Development in Regulated Areas)
- Exhibit C: Sample Ground Lease Outline (Non-Binding)

## 16. General Conditions

- All costs incurred in preparing a proposal are the sole responsibility of the proposer.
- Proposals become the property of the Agency upon submission.
- This RFP is subject to all applicable public procurement and redevelopment laws.
- Proposers are encouraged to consult their own legal, financial, and engineering advisors.
- Application / Review Fee is refundable

## 17. Point of Contact

All communications regarding this RFP shall be directed to:

**Name:** Himanshu Shah

**Title:** Executive Director

**Agency:** Sayreville Economic and Redevelopment Agency

**Email:** [SERA@sayreville.com](mailto:SERA@sayreville.com)

**Phone:** 732-390-5187

**Address:** 167 Main St, Sayreville NJ 08872

*End of RFP*

## EXHIBIT A



BOROUGH OF SAYREVILLE  
MIDDLESEX COUNTY, NEW JERSEY  
**RIVER ROAD STUDY AREA**  
**REDEVELOPMENT AREA - PHASE 2**

PARCEL MAP

SCALE: 1" = 200'

DATE: 1/29/2016



CONSULTING AND MUNICIPAL ENGINEERS

PLATE: 0-3



NOTE:  
FLOODWAY AND FLOOD HAZARD INFORMATION AS  
SHOWN DERIVED FROM DATA PROVIDED BY N.J.G.I.N.



BOROUGH OF SAYREVILLE  
MIDDLESEX COUNTY, NEW JERSEY  
**RIVER ROAD STUDY AREA**  
**REDEVELOPMENT AREA - PHASE 2**  
FLOOD PLAN

SCALE: 1" = 200'

DATE: 1/29/2016



CONSULTING AND MUNICIPAL ENGINEERS

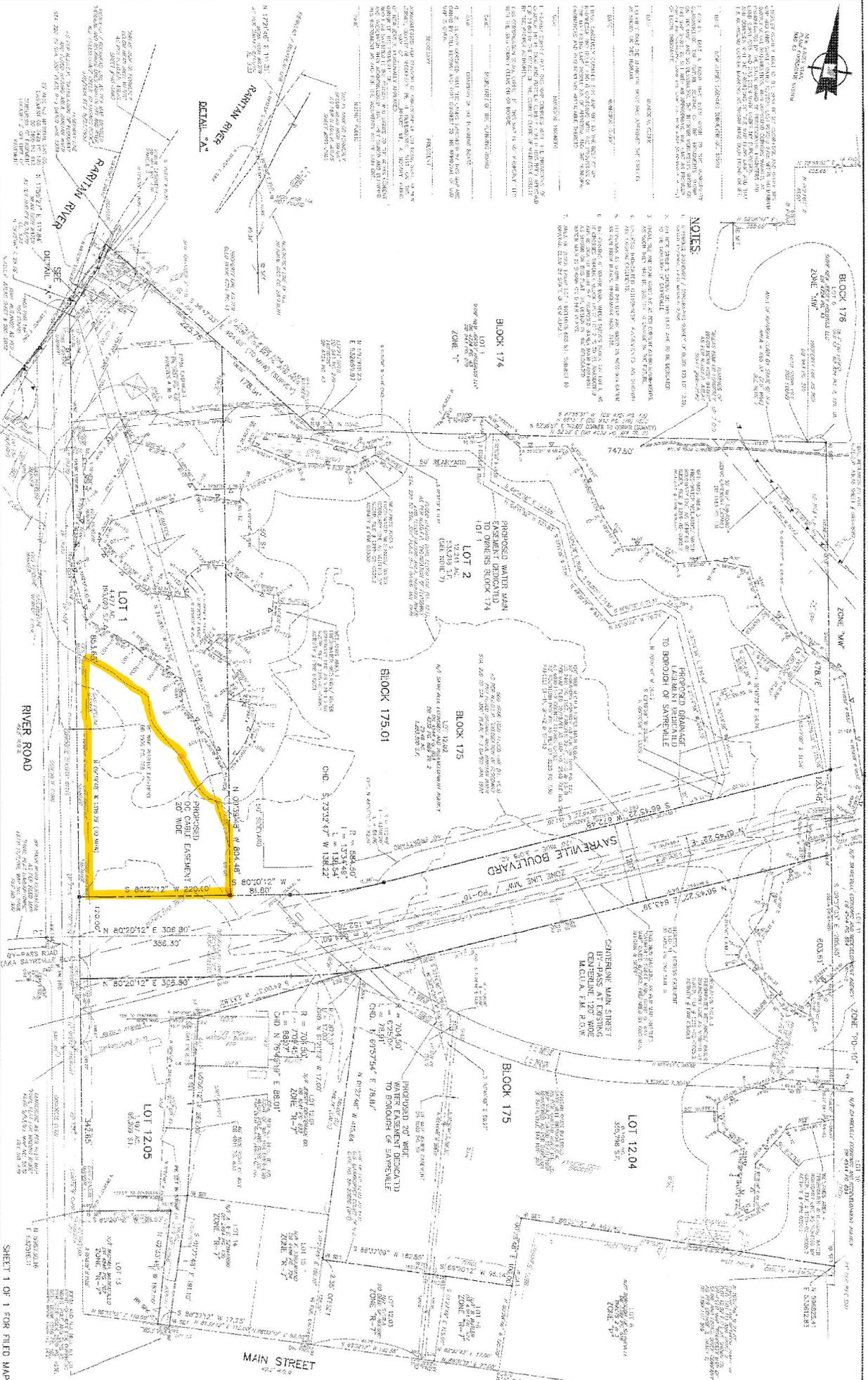
PLATE: 04

## EXHIBIT B



**NOTES:**

1. THIS MAP IS A PLAN AND DOES NOT SHOW THE ELEVATION OF THE SURFACE OR THE DEPTH OF THE WATER.
2. THE SURFACE OF THE WATER IS SHOWN BY THE DOTTED LINE.
3. THE DEPTH OF THE WATER IS SHOWN BY THE NUMBERS IN FEET.
4. THE LOCATION OF THE SURFACE OF THE WATER IS SHOWN BY THE DOTTED LINE.
5. THE DEPTH OF THE WATER IS SHOWN BY THE NUMBERS IN FEET.
6. THE SURFACE OF THE WATER IS SHOWN BY THE DOTTED LINE.
7. THE DEPTH OF THE WATER IS SHOWN BY THE NUMBERS IN FEET.
8. THE SURFACE OF THE WATER IS SHOWN BY THE DOTTED LINE.
9. THE DEPTH OF THE WATER IS SHOWN BY THE NUMBERS IN FEET.
10. THE SURFACE OF THE WATER IS SHOWN BY THE DOTTED LINE.
11. THE DEPTH OF THE WATER IS SHOWN BY THE NUMBERS IN FEET.
12. THE SURFACE OF THE WATER IS SHOWN BY THE DOTTED LINE.
13. THE DEPTH OF THE WATER IS SHOWN BY THE NUMBERS IN FEET.
14. THE SURFACE OF THE WATER IS SHOWN BY THE DOTTED LINE.
15. THE DEPTH OF THE WATER IS SHOWN BY THE NUMBERS IN FEET.



NO.	DATE	DESCRIPTION	BY
1	12/11/02	PRELIMINARY	CHRO. J. MOORE
2	12/11/02	FINAL	CHRO. J. MOORE

DESIGNED BY	CHRO. J. MOORE
CHECKED BY	CHRO. J. MOORE
DATE	12/11/02

LICENSE NO.	37602
NEW DESIGNER	PETER J. MOORE
DATE	12/11/02

OWNER	KUPPER ASSOCIATES
ADDRESS	1000 MAIN STREET, SUITE 100, SAYREVILLE, NJ 08857
PHONE	908-855-0000
FAX	908-855-0000

PROJECT	PROPOSED WATER MAIN TO OWNERS BLOCK 174
LOT	LOT 1
SCALE	1" = 60'

DATE	12/11/02
SCALE	1" = 60'



## EXHIBIT C

# DRAFT

## GROUND LEASE TERM SHEET

### Riverfront Bar & Restaurant with Indoor and Outdoor Seating

### Public–Private Partnership (P3)

### Sayreville Economic and Redevelopment Agency (SERA)

---

#### **This Term Sheet is non-binding and for discussion purposes only.**

Final terms shall be subject to negotiation, Board approval, designation of a Redeveloper, and execution of a definitive Redevelopment Agreement and Ground Lease and related agreements.

#### **1. Parties**

- **Landlord:** Sayreville Economic and Redevelopment Agency ("SERA" or the "Agency")
  - **Tenant:** To be determined (qualified developer/operator selected through RFP)
- 

#### **2. Premises**

- **Location:** Municipally owned waterfront property located Across from Buchanan Park, Block 175.01, Lot 1 within the River Road Redevelopment Area, Sayreville, New Jersey
- **Description:** Upland portion of the site only
- **Environmental Constraints:** Portions of the property are located within wetlands and/or regulated waterfront areas and are severely limited for any development or disturbance.

A final legal description and site plan shall be prepared by Redeveloper/tenant and approved by SERA prior to lease execution.

---

#### **3. Permitted Use**

- Development, construction, and operation of an **indoor–outdoor bar and restaurant**, including, but not limited to:
  - Full-service restaurant
  - Bar and lounge areas

- Outdoor dining areas
- Tiki bar
- Publicly accessible viewing deck
- Ancillary uses customarily associated with restaurant operations, subject to Agency approval

All uses shall comply with applicable zoning, licensing, and regulatory requirements.

---

#### 4. Lease Term

- **Initial Term:** Thirty (30) years
  - **Renewal Options:** Up to two (2) optional renewal terms of five (5) years each, subject to Agency approval and tenant compliance
- 

#### 5. Rent

- **Base Rent:** \$ \_\_\_\_\_ per year, payable to SERA
- **Rent Escalation:** \_\_\_\_\_ (e.g., fixed percentage or CPI-based)
- **Percentage Rent (Optional):** \_\_\_\_
  
- Tenant shall be responsible for property taxes on the improvements

or for PILOT payments if the Borough approves a PILOT.

Rent structure to be finalized during lease negotiations.

#### 6. Financing & Costs

- Tenant shall be solely responsible for **100% of all project costs**, including but not limited to:
  - Design and engineering
  - Environmental studies and permitting
  - Construction and site improvements
  - Utility connections

- Furnishings, fixtures, and equipment (FF&E)
- 

## **7. Approvals & Permits**

- Tenant shall obtain all required local, state, and federal approvals at its sole cost, including but not limited to:
  - Land use approvals
  - Building permits
  - Health department approvals
  - Alcohol licensing approvals
  - NJDEP wetlands, waterfront, flood hazard, or CAFRA approvals, if applicable

Redeveloper/Tenant shall obtain all such approvals within \_12 months of execution of the lease.

## **8. Construction & Development**

- Tenant shall construct all improvements in accordance with plans approved by the Agency and Borough
- Construction must be limited to upland, non-constrained areas, unless otherwise approved by SERA, the Borough and NJDEP.
- No development or disturbance shall occur within wetlands or regulated areas
- Construction shall commence within six months of execution of the lease and Redevelopment Agreement and be substantially completed within 24 months thereafter, subject to force majeure and permitting delays

## **9. Operations**

- Tenant shall operate the premises in a first-class manner consistent with comparable waterfront dining establishments
  - Seasonal outdoor dining and bar operations permitted during warm weather months
  - Hours of operation, outdoor music, and special events subject to Agency approval and applicable ordinances
-

## **10. Alcohol License**

- Tenant must have or obtain a retain plenary retail liquor license or obtain a Concessionaire's License. The Agency will assist in obtaining a Concessionaire's license. Tenant shall be solely responsible for maintaining all alcohol licenses and complying with all ABC regulations
- 

## **11. Maintenance & Repairs**

- Tenant shall be responsible for all maintenance, repairs, and replacements of the premises and improvements
  - Outdoor areas, viewing deck, and landscaping shall be maintained in safe and attractive condition
- 

## **12. Insurance & Indemnification**

- Tenant shall maintain insurance coverage in types and amounts acceptable to the Agency, including:
  - Commercial general liability
  - Property insurance
  - Liquor liability
  - Workers' compensation
  - Umbrella/excess liability

Tenant shall indemnify and hold harmless the Agency and Borough from all claims arising from Tenant's use or occupancy.

---

## **13. Performance Security**

- Redeveloper or Tenant shall provide performance security (performance bond or letter of credit) to guarantee completion of construction and initial operations
  - Amount and form to be determined during Redevelopment Agreement and lease negotiations
-

---

#### **14. Assignment & Transfer**

- Assignment or transfer of the lease shall require prior written approval of the Agency
  - Any approved transfer shall be conditioned upon the transferee meeting all qualification requirements
- 

#### **15. Defaults & Remedies**

- Events of default shall include failure to pay rent, failure to operate, violation of environmental restrictions, or failure to maintain licenses
  - Agency remedies shall include termination, re-entry, and other remedies permitted by law
- 

#### **16. Reversion of Improvements**

- Upon expiration or termination of the lease, all improvements shall revert to the Agency, free and clear of liens, unless otherwise agreed
- 

#### **17. Compliance with Laws**

- Tenant shall comply with all applicable federal, state, and local laws, regulations, and ordinances
- 

#### **18. Governing Law**

- This lease shall be governed by the laws of the State of New Jersey
- 

#### **19. Non-Binding Effect**

This Term Sheet does not create a binding obligation on either party and is intended solely as a framework for negotiation.

---

*End of Term Sheet*