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# **JERSEY CITY REDEVELOPMENT AGENCY**

## **REQUEST FOR PROPOSALS**

### **REDEVELOPMENT OF THE LOEW'S JERSEY THEATRE WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN**

**PROPOSAL DUE DATE**  
**July 31, 2020 at 4:00 p.m. EDT**

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## **I. PROPOSAL SUBMISSION GUIDELINES**

The Jersey City Redevelopment Agency (“JCRA”) on behalf of itself and the City of Jersey City (“Jersey City” or “City”) is seeking proposals (“Proposals”) for a single redeveloper to rehabilitate (i.e., restore, renovate and upgrade) and provide commercial operation and management (the “Project”) of the historic Loew’s Jersey Theatre (the “Loew’s”).

The Loew’s is located at 54 Journal Square Plaza, Jersey City, NJ 07306, City Block 10601, Lot 41 (the “Site”). The Site is located within the Journal Square 2060 Redevelopment Plan, duly adopted by City Council Ordinance No. 10-103 on August 25, 2010 and revised thereafter, including most recently by City Council Ordinance 19-095 on June 18, 2019 (as amended and supplemented, the “Redevelopment Plan”).

The JCRA and the City have issued this Request for Proposals (“RFP”) for the Project in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”). The JCRA and the City are working in consultation with the Friends of the Loew’s (“FOL”) for this Project as further set forth herein.

All Proposals are prepared at the cost and expense of the prospective developer(s) who respond to the RFP (each a “Respondent”). Neither the JCRA nor the City are responsible for paying for any of the costs or expenses associated with the preparation or submission of Proposals.

All proposals must include a non-refundable submission fee of \$1,500, which must be mailed to the JCRA no later than August 7, 2020. Any proposals received without the submission fee will be rejected. 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 will be rejected.

The successful Respondent to this RFP (the “Successful Respondent”) is required to comply with the 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. Respondent and its contractors and subcontractors must at all times 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, including but not necessarily limited to Ordinance No. 08-128 of the City, “Contractor Pay-To-Play Reform Ordinance,” adopted September 3, 2008 and Ordinance No. 09-096 of the City, “Redevelopment Pay-To-Play Reform Ordinance,” adopted September 9, 2009.

This RFP constitutes an invitation to submit Proposals to the JCRA, and does not represent an offer, obligation or agreement on the part of the JCRA. The JCRA reserves the right to protect the best interests of the JCRA and the City, to waive any technical errors, to reject any Proposal (or any part thereof) for any reason whatsoever, or to reject all Proposals for any reason whatsoever. The JCRA reserves the right at any time to withdraw this RFP. In addition, the JCRA retains the right to make modifications or additions to the RFP.

Site visits will be conducted at the Loew's at 54 Journal Square Plaza, Jersey City, NJ 07306 upon appointment by contacting the JCRA. Attendance at a site visit is mandatory. Should any Respondent have health or safety concerns related to COVID-19, however, they should email the JCRA Contacts and identify the concern. Social distancing and face masks will be required at all times during the site visit.

No oral interpretation of any requirements of this RFP will be given to any prospective Respondent. Only written questions submitted by email for interpretation will be considered. Such **questions will only be accepted until July 3, 2020 at 4:00 p.m. EDT**. Questions should be directed to: Mary Pat Noonan via email [marypat@jcnj.org](mailto:marypat@jcnj.org), with a copy to Victoria Bonners via email [vbonders@jcnj.org](mailto:vbonders@jcnj.org), Jersey City Redevelopment Agency, 66 York Street, Jersey City, NJ 07302 (the "JCRA Contacts"). A written question received through email along with the JCRA's **response will be posted on the JCRA's website at <http://www.thejcra.org> no later than July 15, 2020**. Respondent should check the website periodically for updates to the RFP as well as for any questions/responses posted.

All Proposals must be delivered no later than **4:00 p.m. EDT on July 31, 2020** via email to the JCRA Contacts. The JCRA shall not be responsible for the failure of the Proposal to be received for any reason. All Proposals will become the property of the JCRA and will not be returned to the Respondent.

For further information, email the JCRA Contacts.

## **II. JCRA MISSION STATEMENT**

The staff and Board of Commissioners of the JCRA are committed to stimulating responsible reinvestment in the City that enhances the quality of life in all neighborhoods and communities of the City. We believe that the strength and health of a great city is the economic, housing, and quality of life opportunities that the city provides to its residents. The JCRA is committed to providing the residents of the City with the widest range of jobs, housing, and economic opportunities available to any city in the country today.

We are committed to enhancing the quality of life for all the residents of the City by guiding responsible development and reinvestment in all neighborhoods and communities in the City.

## **III. OBJECTIVE**

The City, JCRA, and FOL (more background information on FOL below) aim to bring about the full renovation and restoration of the Loew's. Ultimately, the vision is to expand the operation of the Loew's as a cultural and entertainment venue in which major commercial programming is presented regularly while maintaining and growing the diverse additional programming -- such as local arts, theatrical, dance, multi-cultural, educational, film, affordable, and/or community-related shows, events, and activities. We seek to create a fusion or collaboration between FOL, a dynamic, community-based arts organization, and a major commercial promoter or venue operator such that each will bring its strength and expertise to the Loew's and together create something more expansive, successful, and contributory to our community. Accordingly, the JCRA and the City seek Proposals from Respondents for the redevelopment, operation and

management of the Loew's that not only satisfy the objectives of the Redevelopment Plan, but also align with the City/JCRA's vision for this area. Proposals shall address the following items:

- 1) Redevelopment of the Site in accordance with the goals and objectives of the Redevelopment Plan, the JCRA's Mission Statement, applicable historic preservation rules and guidelines, and the vision shared by the City and FOL.
- 2) Operation and management which includes establishing uses for the Loew's that will strengthen and service the surrounding community, be compatible with the existing neighborhood, and add a critical entertainment venue to the variety of new development in Journal Square.
- 3) Collaborate and enter into a sublease agreement (or similar agreement) with FOL such that it may continue its mission to preserve, protect and promote the appreciation of the Loew's as a historical landmark and cultural resource, and to ensure the widest possible enjoyment of and benefit from the Loew's.
- 4) Provide a variety of programming and other events, including with FOL.
- 5) Provide for the conservation, preservation and upgrading of the historically and architecturally significant Loew's so as to support its adaptive reuse as a landmark structure modernly functioning as a multi-discipline arts and entertainment venue, and also provide for its maintenance for future generations.
- 6) Encourage local retail growth within the greater Journal Square area.
- 7) Provide for and contribute to urban amenities that will attract new employers and a range of new residents to the area while sustaining existing neighborhoods.
- 8) Expand the City's tax base.

#### **IV. BACKGROUND**

##### **Jersey City and Journal Square**

Founded in 1630 and incorporated in 1820, the City once served as a shipping, manufacturing, and rail transportation hub. Home to Ellis Island, the City was the gateway to the United States for millions of immigrants.

Today, the City is a vibrant and thriving city, where rail yards, factories, and warehouses have been transformed into parks, restaurants, shops, and modern skyscrapers. the City enjoys 11 miles of Hudson River waterfront, easy access to New York City using the PATH train system, NY Waterway Ferries, or the Holland Tunnel, an expansive light rail system connecting the City to the region, a thriving business community, and seven of the ten tallest buildings in the State. Education is an important aspect of life in the City, with New Jersey City University ("NJCU"), Saint Peter's University, and Hudson County Community College each calling Jersey City home. Business Insider recently ranked Jersey City as the second most ethnically diverse city in the United States and The Atlantic ranked Jersey City as one of the top 10 most artistic cities in the

United States. Jersey City Mayor Steven Fulop has declared one of his top priorities to be making Jersey City the best mid-sized city in America.

Jersey City has a population of nearly 300,000 residents in only 15 square miles. Jersey City's proximity to New York City and numerous amenities, coupled with its rich history, diversity and culture, make it one of the most exciting places in the country for redevelopment opportunities.

Journal Square is one of New Jersey's busiest transit hubs, providing direct PATH commuter train service to New York City, Downtown Jersey City, Newark's Penn Station, and also to Hoboken and its commuter train terminal with one transfer at Jersey City's Grove Street or Newport stations. Lower and midtown Manhattan, and also connections to NJ Transit and Amtrak trains traveling up and down the Northeast Corridor at Newark Penn, are literally minutes from Journal Square. Seven bus companies with destinations all over the State also radiate from Journal Square. Numerous hotel accommodations in a range of prices are readily available just minutes from Journal Square. Several County and State agencies reside in Journal Square, including the Hudson County Courthouse. Journal Square is Jersey City's historic city center and is surrounded by pre-war neighborhoods and newer developments.

Journal Square is now also a site of much renewed interest from the City and from private developers, with over 1,200 residential units recently completed or nearing construction completion and hundreds of additional new residential units under construction.<sup>1</sup> The Journal Square area is also home to "India Square", the largest concentration of Asian Indians in the United States, and the flagship space for "Mana Contemporary", a 450,000 square feet innovative arts center featuring visual and performing art, artist studios, exhibition spaces and ancillary services in a single location.

### **Friends of the Loew's (FOL)**

FOL is a 501(c)(3) corporation of the State of New Jersey that is the direct corporate descendent of the community group that first defined and pursued the goal of preserving, reopening and restoring the Loew's as a cultural and entertainment venue when the Loew's was closed and slated for demolition. FOL made the case that preserving iconic landmarks and also providing affordable access to the arts and entertainment are crucial strategies for turning a locality into a vibrant community.

While the Loew's was closed, FOL gained permission to patch and maintain its roof, secure openings, and otherwise avoid the worst effects of abandonment that have made restoration of many other theatres difficult or impossible. After Jersey City purchased the Loew's, FOL created an innovative program of volunteer labor to overcome a lack of funding to carry out the repairs and improvements that were necessary to re-open the shuttered Loew's. Since 2001, FOL has been operating the Loew's to the extent its condition has allowed.

Through FOL's volunteer program, financial and technical support for local productions and events, and diverse and affordable programming, FOL has inspired the community to re-discover and re-embrace its landmark movie palace. And FOL's volunteer work provides the rare opportunity for members of the community to participate in the sometimes remote-seeming

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<sup>1</sup> Phase 1 with 538 units is completed; Phase 2 with 704 units is scheduled for completion in 2020; and Phase 3 with 700 units is scheduled for completion in 2024.

practice of historic preservation by having-direct, hands-on involvement in the restoration of an iconic local landmark.

FOL is committed to the goal of having the Loew's host a regular schedule of commercial programming for both the enjoyment of area residents and as a means to provide support for the Loew's and other programming in it. FOL's mission remains the ongoing restoration and preservation of the Loew's, and to ensure the widest possible appreciation, use and enjoyment of, and benefit from the Loew's.

## **V. SITE DESCRIPTION**

The Loew's stands in the line-of-sight directly across from the JSQ PATH Transportation Center, with the PATH train connections and various bus routes described above. The Loew's fronts on County Road 501, John F. Kennedy Blvd., a major commuter and vehicular thoroughfare, and is located in close proximity to major regional highways, including Routes 3 and 1&9, the NJ Turnpike, and the Holland Tunnel. Thousands of commuters walk past the Loew's and through a pedestrian walkway along its southern wall twice every day. Hudson County Community College is located at Journal Square, with St. Peter's and New Jersey City Universities just a few miles south on Kennedy Boulevard, within easy reach to and from the Square.

It is instructive to note that FOL's programming, although limited by the Loews' current condition, typically draws patrons from Manhattan, Brooklyn, North Jersey and beyond, demonstrating the Loew's ability to attract patrons from throughout the region.

Opened in 1929, the 3,187-seat theatre (as built) was one of five venues developed in the New York City area by the Loew's Corporation, which had created and owned MGM Studios and was at the time one of the most important presenters of both live stage shows and movies. The five theatres were movie palaces -- a unique building type which, somewhat belying its name, combined large seating capacities and some of the most ornate architecture ever built with then state-of-the-art movie projection capabilities and stage and backstage facilities to support large touring shows. The Loew's Corporation spared little expense in building the five Wonder Theatres, making them exceptionally ornate and functionally capable compared to many other movie palaces. The Loew's cost \$2,000,000.00 to build -- a very large sum at the time and was aptly dubbed "the most lavish temple of entertainment in New Jersey".

All five Wonder Theatres still stand, with the former Loew's Kings Theatre in Brooklyn, having undergone over a \$90 million renovation in the last decade to undo an extreme degree of decay and vandalism caused by thirty years of abandonment, now reopened as a major live-performance venue.

The Loew's ceased presenting a regular schedule of live shows in the mid-1930's, as did most theatres, from small neighborhood houses to the grand movie palaces, in the wake of the advent of talking pictures and the need to cut costs during the Great Depression. But the Loew's continued as a first run movie house, remaining an iconic local venue for decades, well past the time that many of its contemporaries were closed, demolished, or, in some select cases, restored as arts and entertainment centers. In 1973, the Loew's was converted into a triplex to reflect the changed business model of motion picture presentation. But by the mid-1980s, new multiplexes in

Jersey City and neighboring communities were siphoning away patrons, and age and deferred maintenance were catching up with the Loews' physical plant.

In 1986, the Loew's was closed, sold and slated for demolition. The New York Times commented in its Real Estate Section that the Loew's was "doomed." But as mentioned above, a community-based effort came together to try to save the Loew's, with FOL forming and calling for the Loew's to be reopened and restored as a multi-discipline arts and entertainment center. FOL pointed to the success other cities such as Columbus, Cleveland, Atlanta, St. Louis and more had in using reopened movie palaces to help anchor urban revitalization and community enrichment around them. Jersey City joined in this vision, and in 1993 purchased the Loew's. Fortunately, even prior to that, FOL had been able to perform some basic maintenance to the closed building, averting the kind of extreme decay and vandalism that befell the Kings Theatre in Brooklyn.

After the City's purchase, in order to work around a paucity of funding available to renovate the Loew's, FOL used an extraordinary program of volunteer labor and supplies bought with donations, together with limited grant money originally intended merely to stabilize the shuttered building, to carry out repairs and upgrades sufficient to allow the Loew's to reopen, albeit with limited occupancy and production capabilities. This work included removing the non-original partitions that divided the auditorium into a triplex, restoring seating on the orchestra floor, repairing many non-functioning circuits, making extensive repairs to the steam heating system with new boilers installed, reconstructing a limited number of dressing rooms to utility finish, partial exterior restoration, reactivating the original fly and lighting systems on stage (the latter has since been upgraded), partial repainting to restore original colors on the orchestra floor, restoring the 1,800 pipe organ and console (with Garden State Theatre Historical Society), and more.

Since 2001, FOL has continued to repair, upgrade and maintain the Loew's, within the confines of a limited budget, while also presenting and managing a growing number of events in the Loew's, including a signature classic film series and independent film festival, local art shows and festivals, multi-cultural programs, gallery shows by the Jersey City Arts High School, a limited number of larger commercial concerts, and private functions such as weddings.

Still, while the Loew's is in stable condition and currently open and operating at limited capacity, it does require significant additional restoration and renovation to bring it into alignment with current building code and safety standards to allow for full occupancy, improvement and modernization of production capabilities to expand the number and scale of productions, and increased patron comfort.

The JCRA, the City and FOL believe that financial investment and the addition of professional commercial management will allow the Loew's to rival top concert and performance halls in the region -- while also maintaining and growing its non-profit commitment to the arts and the community and to provide varied and affordable programming.

This Project is for the existing building only and does not include surrounding lands except for the sidewalk in front of the building, and open space that runs along the building's southern wall, from John F. Kennedy Blvd. in the front to Magnolia Avenue in the rear; half the width of this space is dedicated under permanent easement as a walkway for commuters called Journal Square Concourse West / Gloria Esposito Way, with the other half necessary for emergency egress



from the Loew's and also for staging vehicles during show load-ins and load-outs. This Site is serviced by utilities, but Respondents must conduct their own due diligence with regard to utility infrastructure. The Loew's is listed on the New Jersey Register of Historic Places.

## **VI. SITE TOURS**

The JCRA and the City will provide access to the Site for inspection purposes as described above. Please contact the JCRA Contacts to attend a tour. Attendance at a site visit is mandatory, except as set forth above in Section I. Social distancing and face masks will be required at all times during the site visit.

Respondents are responsible for inspecting the Site first-hand and for ascertaining measurements, conditions, code requirements, any required Federal, State or local approvals needed for the Project and any design requirements in connection with their contemplated financing.

## **VII. SCOPE OF WORK**

### **(A) PROJECT OVERVIEW**

The City and the JCRA are seeking Proposals to provide services for the redevelopment of the Loew's as a multi-discipline, fully functional performance venue with modern production capabilities, as divided into two parts. These services include but are not limited to:

- 1) Construction, renovation and restoration of the Loew's (the "Construction Phase"), and
- 2) Operation and Management of the Loew's (the "Operation Phase"), which includes but is not limited to:
  - a. Event programming
  - b. Advertising and promotions
  - c. Partnerships and sponsorships
  - d. Ticketing and reservation services
  - e. Negotiation of all applicable secondary/additional contracts
  - f. All direct and/or indirect costs and expenses related to Loew's operations, including maintenance of the facility

The JCRA and the City are seeking a single redeveloper for this RFP. Proposals from joint ventures will be accepted, however, each entity must complete the Developer Questionnaire, attached hereto as Appendix E. Respondents must submit all information requested in this RFP and must be prepared to comply with all terms in the Redevelopment Agreement, Section VIII.

## **(B) REHABILITATION PROJECT**

The Loew's requires extensive renovations (and possibly facility expansion) to restore the historic character and aesthetic appeal of the facility, to allow the maximum operating capacity, and to provide an acceptable level of safety for all patrons. Respondents shall propose a restoration and renovation plan that restores full functionality to the facility, including but not limited to:

- Allows for maximum audience occupancy
- Upgrades existing restroom facilities and provide additional ones
- Is Fully ADA compliant
- Upgrades production equipment and capabilities, including lighting and audio
- Provides modern concessions and ticketing facilities
- Improves, if possible, loading and unloading facilities
- Fully renovates backstage facilities
- Stabilizes and cleans or restores, as needed, historic surfaces and fixtures
- Either preserves in place or relocates within the building certain key historic production or mechanical equipment
- Installs new architectural lighting to compliment original
- Expands cc cameras and installs additional components of a security system
- Upgrades heating and ventilation systems and installs new air conditioning system
- Installs new sprinkler system, restores standpipe system to wet operation, and renovates stage fire containment and smoke exhaust equipment
- Installs new, integrated system for smoke detection, alarms, strobes, enunciators and call stations throughout the facility
- Adds to existing emergency lighting
- Replaces roof membrane and roof drain/leader (except marquee)
- Partially re-points exterior and partially repairs terra cotta
- Repairs and repaints fire escapes
- Constructs office spaces for use by the commercial management entity and FOL
- Adheres to all applicable construction, fire and historic preservation standards

The Loew's is listed on the New Jersey Register of Historic Places, and therefore all renovation and restoration work on it is subject to review and approval by New Jersey State Historic Preservation Office. The Successful Respondent will be responsible for all aspects of the proposed development, including the design and preconstruction phases, the improvements to the facility itself, as well as utilities and other necessary infrastructure (e.g., sidewalks).

Respondents may review the Historic Structures Report ("HSR") prepared by HMR Architects ("HMR") in August 2010, attached hereto as Appendix D. Neither the City nor the JCRA makes no assurances with regard to the accuracy of the restoration work and costs estimates contained in the HSR. Respondents are strongly encouraged to conduct their own due diligence. Any additional or update reports will be the responsibility of the Successful Respondent.

The Loew's contains several intact, and in some cases still functional mechanical artifacts, which are deemed to be historically significant and are protected or eligible to be protected. These include: (1) the intact original stage light control board and relays, which collectively is a very rare example of such equipment from its time, and shall be left in place or, if necessary, relocated to elsewhere in the building for display; (2) a "pop-up" microphone at center stage used by all of the late-Vaudeville-era stars who performed at the Loew's, and which shall remain in place; (3) still-

operating orchestra and organ lifts, motors and controls which shall remain operational in place; and (4) the non-functioning original carbonic gas air conditioner compressors and controls which are extremely rare examples of such technology and shall remain abandoned in place in the basement. Additionally, there are presently various other more readily movable artifacts in the Loew's, and it can be expected that the renovation and restoration work will generate some architectural salvage that should either be stored as artifacts or, possible, sold as fundraising items by FOL. Respondents should anticipate working with FOL and the City to identify and help move such items.

The Loew's contains a fully restored and functioning pipe organ, containing 1,800 pipes in two chambers that flank the stage, operating shutters (or "swell shades") in front of each pipe chamber, a highly ornamental console on a dedicated lift and turntable located in front of the stage next to the orchestra pit elevator, a wind turbine, and related pneumatic, electrical and digital controls. The organ is a protected historical element of the Loew's and is essentially built-in and cannot be moved. The organ was restored and is owned by the Garden State Theatre Organ Society ("GSTOS"). The organ must be fully protected during construction in terms of dust, dirt, moisture and mechanical damage and that must be protected and maintained during the renovation process. The Successful Respondent shall be fully responsible for any damage done to the organ as a result of construction and while it is occupying the Loew's. The organ requires regular maintenance by GSTOS, and the Successful Respondent shall cooperate with GSTOS in this regard and provide access as required upon reasonable notice. GSTOS shall have the right to have a representative present during any construction that is in close proximity to organ components or may otherwise reasonably be anticipated to potentially impact the organ. Any Successful Respondent may not make or allow any action or installation that would cause permanent or significant damage or alter any of the organ components, and may not make or allow any action or installation that would temporarily hamper, impinge upon, disrupt or prevent the use of any of the organ components for any duration longer than necessary for a specific production or other activity in the Loew's, but in all cases such disruption shall not be for longer than the period of time agreed by GSTOS beyond which inactivity/the inability to play would be harmful to the organ. The Successful Respondent shall provide GSTOS with four dates per year for meetings or public organ related performances, one of which shall be on a Saturday and one will be on a Sunday. The Successful Respondent may need to enter into a distinct agreement reflecting these considerations with GSTOS.

All designs for work to be performed at the Site shall be prepared by licensed architects or engineers and will require prior approval from the City (or the JCRA acting on its behalf) and any other City, State or Federal agencies having jurisdiction. Respondents must include a restoration architect in its team. Successful Respondent will be solely responsible for obtaining all necessary permits and approvals and assume all responsibility for compliance with all City, State and Federal codes, regulations and statutes. A historic preservation architect must be involved in the design and oversight of all work regarding the Loew's. HMR is the historic preservation architectural firm that works with the City and FOL with regard to the Loew's, interfaces with New Jersey historic preservation authorities, and prepared the existing HSR on the Loew's. HMR is to remain the historic preservation architectural firm for the Loew's going forward, meaning the Successful Respondent shall retain HMR and incorporate the firm into its team.

Successful Respondent will be solely responsible for obtaining all necessary permits and approvals and assume all responsibility for compliance with all City, State and Federal codes, regulations and statutes.

FOL will participate in all design and construction meetings plus site visits and shall review and comment on all construction documents. The Successful Respondent will make good faith efforts to consider FOL's availability in scheduling meeting and site visit times. The protection of the ability for FOL to produce and present Mission Events will be a material consideration during the architectural design phase and construction of the project and FOL will be provided with all information reasonably necessary to effectuate its review of same in furtherance of same. Accordingly, all work on the facility shall be designed and implemented to ensure that it does not materially impacting FOL's ability to produce and present Mission Events and issues arising out of historic preservation concerns shall be resolved prior to sending same to the City or JCRA for final approval. FOL will have access to document all renovation, restoration and alteration work at the Theatre.

Should HMR ever cease to act as the historic preservation architects for the Loew's, whether due to HMR resigning or HMR's services being terminated for cause (which may include cost), the project architect will identify and submit alternate consultants to FOL for approval. FOL may identify and submit to the project architect additional alternate consultants. All proposed alternate consultants must be similarly or more qualified than HMR in the practice and techniques of historic preservation conservation and design and will include in their proposal an approach and philosophy for working with volunteers. If construction requiring the services of a historic preservation architect is underway or in the process of being bid, or if by another reasonable measure time is of the essence, upon receipt, FOL will have five (5) business days to select its preferred consultant. If time is not reasonably of the essence, FOL will have thirty (30) days to make its selection. If FOL ranks one of its suggestions as first, it must state its reasons and include a second pick from one of the project architect's alternates, and the Successful Respondent will reasonably make the final selection from among those two choices. Notwithstanding anything herein to the contrary, the City (or JCRA as applicable) retains the right to approve any and all agreements paid for directly or indirectly with public funds.

### **(C) OPERATION, MAINTENANCE AND MANAGEMENT OF PROJECT**

Respondents must include with the Proposal an operation, maintenance and management plan that will include an event programming calendar plan that will detail the approximate number and type of events to be held on an annual basis (including the split between daytime and nighttime programming), along with expected attendance, expected expenses, expected revenue, and expected impact on the City. This proposed event-programming calendar shall include an approximate monthly breakdown throughout a full calendar year in order to account for the variety of events that may occur over the course of a year. Programming must include on an annual basis the following number of performances:

- 1) At least **twenty (20)** musical performances by nationally recognized artists
- 2) At least **ten (10)** theatrical or other stage performances
- 3) At least **ten (10)** comedy performances
- 4) At least **twenty (20)** other performances/events (may include event types listed above)
- 5) Allowance for events to be sponsored and produced privately by FOL (see subsection E)

- 6) Allowance for private event booking only during times in which the facility is not reserved for any of the types of events listed above

The Successful Respondent shall be primarily responsible for commercial performances and events and shall be considered to have a “first right of refusal” for any shows as such. The Successful Respondent shall be the primary booking agent of the facility and no other booking or promotion companies shall be permitted to use the facility, aside from FOL.

**(D) OWNERSHIP, LEASE AGREEMENT AND MANAGEMENT AGREEMENT**

1) Lease Agreement

The City wishes to continue ownership of this Site and to enter into a long-term lease agreement (“Lease”) with the Successful Respondent. A final Lease will be prepared by the JCRA and will, among other things, address the following key terms:

- a. During the Construction Phase:
  - i. an allocation of the responsibility for funding the costs of the construction, rehabilitation and renovation and restoration of the Loew’s
  - ii. Successful Respondent’s responsibility to design and oversee the construction, rehabilitation and renovation and restoration of the Loew’s
- b. During the Operation Phase:
  - i. Successful Respondent’s responsibility to maintain the Loew’s
  - ii. Successful Respondent’s responsibility to pay all costs to operate the Loew’s not otherwise addressed in the Management Agreement

The final Lease must be approved by the City Council.

2) Management Agreement

A final Management Agreement will be prepared by the JCRA and will, among other things, address the following key terms:

- a. Operation of the Loew’s
- b. Revenue Sharing
- c. Performance Standards including a prohibition against purposefully minimize booking and show activity there for any reason.

**(E) SUBLEASE & COLLABORATION WITH FRIENDS OF THE LOEW’S**

- 1) FOL Access: FOL shall have office and storage space in and around the former retail/commercial space adjacent to the Loew’s, subject to applicable code compliance (the “FOL Office”). The FOL Office and all rights and obligations relating thereto shall be set out in the agreements, subject to the approval by the City (or JCRA as applicable). The FOL Office shall have a separate, external entrance with no direct access to the

Loew's, and FOL will have 24 hour access, 365 days a year to such office. FOL and the Redeveloper may mutually agree on an alternate location within the Loew's for the FOL Office subject to the approval of the City or JCRA as applicable.

- 2) Construction/Rehabilitation: FOL will participate in all design and construction meetings plus site visits and shall review and comment on all construction documents. The Redeveloper will make good faith efforts to consider FOL's availability in scheduling meeting and site visit times. The protection of the ability for FOL to produce and present Mission Events will be a material consideration during the architectural design phase and construction of the project and Redeveloper will be provided with all info reasonably necessary to effectuate this requirement. FOL and Redeveloper shall work together to direct the design process thru to, and including, the preparation of construction documents, to ensure that the project does not materially impacting FOL's ability to produce and present Mission Events and issues arising out of historic preservation concerns. Notwithstanding anything herein to the contrary, the City or JCRA, as applicable, shall have the sole discretion to approve all designs, construction documents and work at the Loews. FOL will have direct access to HMR (or any other historic architect retained for the project) and will have access to document all renovation, restoration and alteration work at the Theatre.
- 3) Management and Programming: FOL's collaboration with the Successful Respondent in the management of the Loew's should include: providing events, activities and materials consistent with its mission; pursuing diverse, inclusive and affordable programming; be the primary contact, interface, facilitator and manager for local and New Jersey arts, community, educational, most non-profit uses, and some local business uses of the Loew's; helping ensure that the Loew's maintains a visible role in the City's community life; working with the City and the Redeveloper to ensure the continuing preservation of the Loew's; providing volunteer opportunities for the community in the preservation of the Loew's; and archiving, curating and promoting awareness of the history of the Loew's.
- 4) FOL Agreement: The Successful Respondent shall enter into a sublease/programming or similar agreement with FOL (the "FOL Agreement") substantially in the form and terms attached in Appendix F. Respondents shall propose an amount of funding to be provided to FOL to help support its community-based efforts, upkeep of its facilities and the promotion of FOL's Mission Events. Respondents are encouraged to propose ways FOL can participate in the commercial operation of the Loew's in terms of staff utilization, provision of key services, and/or earning income. The FOL, JCRA and the City have included the material terms to be included in the FOL Agreement in the attached Appendix F. While the FOL, City and JCRA believe these terms are critical to the successful operation and management of the Loew's consistent with their objectives, Respondents have the option to propose changes to particular terms that, in Respondent's opinion, will equally or better address such goals, provided such changes do not materially diminish or impede the FOL's role, responsibilities, abilities, etc. The FOL, City and the Agency reserve the right to reject such changes.

**(F) OTHER PARTNERSHIPS AND SPONSORSHIPS**

Respondents are encouraged to seek sponsorships from local, national, and international businesses and other organizations. If applicable, the Respondents must also include with the Proposal a description of all potential sponsorships, including the nature of the sponsorship, expected revenue and expenses, rationale for the sponsorship, and the alignment of the sponsoring business/organization with the values, image, and vision of the City. The City will have the right to deny any sponsorships that do not reflect the values, image, and/or vision for the City. The facility name shall remain as the Loew's Jersey Theatre.

## **VIII. REDEVELOPMENT AGREEMENT**

The Successful Respondent (the "Redeveloper"), will be required to enter into a Redevelopment Agreement with the JCRA for the redevelopment of the Site. Upon designation as the Redeveloper, the Successful Respondent shall enter into a Funding Agreement with the JCRA to defray the JCRA's expenses pending execution of the Redevelopment and Management Agreement.

Neither the JCRA's acceptance of a Proposal nor the JCRA's designation of Successful Respondent as a Redeveloper will create any rights or obligations regarding such Respondent until the execution by the JCRA of the Redevelopment Agreement.

The JCRA and the City will have the option to terminate negotiations of a Redevelopment Agreement at any time without cause, including on the basis that the JCRA and the City are 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 JCRA's execution of a Redevelopment Agreement with the Respondent.

The Redevelopment Agreement is expected to include the following terms, among others, subject to negotiation and approval by the JCRA, as follows:

- 1) The Redeveloper shall provide a commencement date and completion date for the Project.
- 2) The Redeveloper will be responsible for any costs incurred by the JCRA in negotiating or administering the Redevelopment Agreement, as well as any other costs associated with the Project, including, but not limited to, legal fees, engineering fees, architectural fees, fees of professional consultants, etc. and will enter into a Funding Agreement with regard to same.
- 3) As conditions precedent to lease and possession of the Site, the Redevelopment Agreement will require that the Redeveloper has submitted to the JCRA, and the JCRA shall have approved, the following: a) Site engineering surveys; b) final development plans, including Redeveloper specifications and bids (if applicable); and c) the Redeveloper's commitments for debt and equity capital in an amount sufficient to finance acquisition of the Site and redevelopment of the Site in accordance with the approved plans.
- 4) The Redeveloper, upon Lease of the Site, will pay all taxes and municipal charges (e.g., water and sewer) as and where applicable.

- 5) The Redeveloper, upon lease of the Site, will be responsible for securing the Site and maintaining reasonable and necessary security within the Site and the immediate surrounding area.
- 6) The Redeveloper will be responsible for obtaining any and all necessary approvals, permits and licenses for the construction and lawful operation of the Project. This also includes any government approvals of the City of Jersey City and the State of New Jersey.
- 7) The Redeveloper will affirm that it has sufficient financial resources to undertake the Project.
- 8) During the construction of the Project, the Redeveloper will be required to carry at least \$5,000,000.00 in general liability insurance coverage and \$2,000,000.00 in property damage liability insurance coverage, and replacement value in fire and casualty coverage, or such other insurances at such levels and from providers of such financial strength as are customary for similar projects in the surrounding area. The City and the JCRA shall be named as Additional Insureds on such policies.
- 9) The Redeveloper must comply with all City, State and Federal laws relating to access for persons with disabilities.
- 10) The Redeveloper will be encouraged to seek a LEED rating of at least Silver but given the historic limitations of the facility this will not be required. If seeking any LEED rating, the Redeveloper must provide the JCRA with all plans and specifications upon completion of the construction documents. The plans shall be provided in both paper and electronic format.
- 11) The Redeveloper shall be responsible for obtaining all required land use approvals, including Preliminary and Final Site Approvals.
- 12) The Redeveloper must comply with all terms of the Redevelopment Agreement. Inspectors from the JCRA may visit the Site unannounced on business days between the hours of 9:00 a.m. and 5:00 p.m. to inspect operations and determine whether or not the Redeveloper is in compliance with the terms of the Redevelopment Agreement.
- 13) The Redeveloper shall acknowledge and represent to the JCRA that except as may be expressly provided in the Redevelopment Agreement to the contrary, the Redeveloper has not and will not rely upon any representations or warranties of the JCRA, its agents, servants or employees, either written or oral, express or implied, as to the Site's value, use, conditions, quality, environmental condition, fitness for any particular use or any other representation whatsoever, it being agreed and understood that the Redeveloper is leasing the Site in its **"AS IS" and "WHERE IS"** condition.
- 14) A construction performance bond will be required upon signing of the Redevelopment Agreement.
- 15) The Redeveloper or its designee shall execute a project labor agreement (the "PLA"), if required by any applicable Jersey City Ordinance, or any other applicable local, State



or Federal law, rule or regulation. A copy of the fully executed PLA shall be provided to the City within fourteen (14) days of the Redeveloper's receipt of a fully and unconditionally execution of the project labor agreement by all applicable Persons. The Redeveloper shall accept and be bound by the PLA and ensure that it has no commitments or agreements that would preclude its full compliance with the PLA.

- 16) The Redeveloper shall also comply, and to the extent applicable, require the tenants to comply, with the requirements of the Living Wage Ordinance, Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All leases executed by the Redeveloper, as landlords, shall set forth a requirement that such tenant is required to comply with Section 3-76 of the Jersey City Municipal Code.

The JCRA reserves the right to modify, omit and/or amend the above terms prior to entry into the Redevelopment Agreement with the Redeveloper. Respondents, however, should assume that all of the above terms will be requirements of the Redevelopment Agreement for purposes of responding to this RFP.

## **IX. FORMAT OF RFP RESPONSES**

The JCRA will evaluate all Proposals guided by the evaluation criteria described below. The JCRA 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. The JCRA is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a Proposal contains conflicting information, the JCRA, at its option, may either request clarification or may consider the information submitted unresponsive.

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

### **(A) Title Page**

The Proposal must include a title page, which identifies the Project, the Respondent's Firm, the name of the Respondent's primary contact and the Respondent's address, telephone number, fax number and email address.

### **(B) Table of Contents**

The Respondent's Proposal must include a Table of Contents which lists the titles and page numbers for each major topic and sub-topic contained in the Proposal.

### **(C) Executive Summary**

A summary of the key points and highlights of the Respondent's RFP response which should illustrate why the Respondent is best suited for the Project.

### **(D) Background**

Respondents (including each member of a joint venture, if applicable) must indicate what type of business organization(s) it is, e.g., corporation, partnership, sole proprietorship, limited liability company or non-profit organization. If the Respondent is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its Proposal the name of the related organization and the relationship. If the Respondent is a partnership, it shall list the names of all partners. If the Respondent is a limited liability company, it shall list the names of all members. If the Respondent is a corporation, it shall list the names of those stockholders holding 10% or more of the outstanding stock.

The Respondent must also provide a brief history of its company(s) 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 worked on or have been completed in the past is strongly encouraged. Respondents must include detailed, substantiated background information to demonstrate experience with managing theatres of similar character, scale, complexity and required expertise. Respondents should include any past experience working in partnership with a non-profit organization.

**(E) Scope**

In this section of the Proposal, the Respondent must state what it believes to be the scope of the Project as identified by the JCRA. If any gaps in the scope of the Project as provided in the RFP are identified, the Respondent must clearly state these gaps in this section and clearly mark these concerns as such. In addition, Respondent shall provide the proposed key terms for the Lease Agreement and Management Agreement. With respect to the Lease Agreement, Respondent must include, among other things, the proposed rent, any other compensation to the City and lease term – of which a minimum term of 15 years will be acceptable, with longer terms being viewed as more favorable. It is expected that the term of the lease shall include the Construction Phase and the Maintenance Phase. In connection with the Management Agreement, Respondent must include detailed operational and maintenance responsibilities, operational standards and proposed revenue sharing with the City.

**(F) Objectives**

In this section of the Proposal, the Respondent must state what it believes to be are the primary objectives for the redevelopment of the Loew's. Respondents may choose to offer suggestions for alternative or additional objectives. A description of how to measure the achievement of objectives throughout the life of the Project should be included.

**(G) Proposal for The Project**

A detailed description of the Project that the Respondent is proposing and how it satisfies the goals and objectives of the JCRA and the Redevelopment Plan should be contained in this section. Additionally, Respondents should highlight any risks they deem to be significant enough in nature which could delay or stop the Project. This section should include a complete summary of any studies conducted to justify the proposed Project. Studies conducted should be included as attachments to the Proposal. Respondents should submit drawings showing the proposed layout and appearance of the Project. In addition, in an effort to better understand the potential of the

Respondent to maximize the success of the Loew's, each Respondent must also provide a response to the below questions:

- 1) What position do you believe the Loew's can achieve in the NY/NJ regional market of venues offering live concert entertainment and why?
- 2) What is the impact of the Loew's close proximity to Manhattan?
- 3) Will challenges arise bringing acts from NYC into Jersey City?
- 4) What venues in the region are potential competition for the Loew's, and how will this be addressed?
- 5) What other regional venues do you operate and how will this impact the Loew's, and vice versa?
- 6) What are the top genres or subgenres that are expected to be most successful and least successful at the Loew's in terms of consistent audience attraction and net profit, and why?
- 7) What is your process, proposed or actual, for selecting and booking acts; what is the typical lead time for making up calendars; what bookers/promoters, etc. does the Respondent have established working relationships with?
- 8) To what extent does the Respondent anticipate renting the Loew's to outside promoters or other users?
- 9) What number of private events and other non-public uses (e.g. weddings, film shoots) are expected on an annual basis and how will this be achieved without unduly restricting show bookings?
- 10) What number of paid parking spaces need to be available within several blocks of the Loew's to support maximum occupancy? Does this vary with different kinds of shows? Is there an upper limit to parking fees before prices become a deterrent?
- 11) Do you have experience with venues similar to the Loew's?
- 12) Do you have experience in managing venues with historic preservation considerations, and how does this effect operations in terms of use, procedures, costs, etc.?
- 13) What ticketing service will you use? Please provide any anticipated fees, surcharges, and other costs associated with this service?
- 14) What services/functions in the operation of the Loew's will you provide through on-site staff vs. outside vendors?
- 15) What is your projected attendance, projected age groups of audiences as percentages of overall projected attendance and projected high, low and mean ticket prices?

To the extent not otherwise addressed in response to the questions set forth above, the Respondent shall also provide the rehabilitation plan described in Section VII(B) and the programming calendar plan described in Section VII(C) above.

**(H) Project Work Plan**

In this section, the Respondent must provide a high-level Project work plan, as applicable. Tasks that the Respondent would require of the JCRA to complete the Project should also be identified. The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this Project. All assumptions that were made to complete the Project plan should be documented in this section. Critical Path Method scheduling should be utilized for the construction/rehabilitation work.

**(I) Project Financing/Operations Pro Forma**

**Construction Phase:**

In this section, the Respondent must provide a detailed breakdown of the total of costs expected to be incurred during the Construction Phase together with all proposed revenues to fund such costs (sources and use). Such analysis should include:

- 1) Estimated costs to rehabilitate the Loew's and basis for such estimates including construction management fees to be paid to Respondent and other soft costs
- 2) As applicable, construction sources, including details of equity and debt financing sources, and uses of funds, including all anticipated soft and hard costs and development and financing fees to be paid.
- 3) Permanent sources and uses of funds including details of equity and financing sources and all development fees and financing fees to be paid
- 4) Letters of interest and/or intent from equity sources and/or lenders
- 5) Details of any tax relief or other governmental benefits assumed in the model. Respondents should

In preparing such analysis Respondent should consider the wide range of State and Federal incentives and/or financing that may be available including:

- 1) Letters of interest and/or intent from equity sources and/or lenders
- 2) New Market Tax Credits
- 3) Historic Tax Credits
- 4) Subsidized loans and/or grants for capital projects
- 5) Tax-exempt bond financing

- 6) Arts and cultural grants or other financial support
- 7) Other Federal or State programs

The Respondents should demonstrate familiarity with such programs and incorporate projections of potential financial impact of such tax credits and/or grants in the financial projections included in the response.

If utilizing Federal and/or State Historic Rehabilitation Tax Credits, and/or New Markets Tax Credits, Respondents must explain any specific legal structures required.

Respondents must clearly indicate if the Proposal is contingent on the receipt of assumed governmental benefits. Please note clearly any changes to the value of governmental benefits assumed in your modeling.

The Respondent must provide a specific plan for securing any such public finances.

In addition to the above, to the extent applicable, Respondent should include sufficient financial information to establish the approximate net worth and/or liquid assets available to the Respondent for the proposed Project. As applicable, Respondents must provide certified financial statements showing assets and liabilities, including contingent liabilities. Respondents should also include the latest credit reports of all principles and each relevant business entity. If equity financing is to be obtained from sources other than the Respondent, a statement should be submitted from such other sources indicating their willingness and ability to provide the necessary funds.

### **Operation Phase:**

Respondents must provide pro forma cash flows for the operation of the Loew's. The cash flows should include a section outlining all assumptions on which all calculations are based. The cash flows should extend at least 10 years from completion of the rehabilitation of the Loew's and commencement of operation of same.

The schedule of estimated revenues must also include a breakdown of the following items:

- 1) Expected/estimated gross revenue (total, split by event type and source type (i.e. sponsorships)) projected in years 1, 3, and 5 of operation
- 2) Expected/estimated expenses breakdown by type of expense (total, by event type) projected in years 1, 3, and 5 of operation
- 3) Expected/estimated net revenue (total, split by event type and source type (i.e. sponsorships)) projected in years 1, 3, and 5 of operation
- 4) Proposed rent/revenue sharing to be paid to the City
- 5) Funding to be provided to FOL per Section VII(E)(4)

- 6) Compensation adjustments based on varying levels of renovation funding provided by the City, if applicable

Respondents are encouraged to submit multiple propositions for a schedule of compensation, but no more than three (3) different compensation propositions will be accepted. Please clearly indicate all pro forma assumptions, including escalation rates for construction costs and operating expenses, rent increases, contingencies, etc.

**(J) Agreements and Government Responsibilities**

In this section, the Respondent must detail its view of the key business terms to be included in the Lease and the Management Agreement and clearly describe its expectations relating to the responsibilities and/or commitments the Respondent is expecting of the City and/or the JCRA throughout the life of this Project.

**(K) Key Personnel**

Each proposal must include a description of the management and/or development team, including:

- 1) The intended form and structure of any proposed partnership or joint venture and a chart/diagram of the development entity showing structure (percentages) of ownership and investment must be included.
- 2) Name, address, telephone number and qualifications of each member of the Project team, as applicable, including architects, engineers, contractors, builders and financiers, as well as all persons or entities that will manage, operate or lease space in the facility. Respondents must provide the Federal EIN numbers of the development entity and the Social Security number of its principals.
- 3) Background information on all members of the Respondent's Project team, including the relevant experience of all principal members thereof and their availability for commitment to the Project. This information must be submitted for every participant in a joint venture. The Respondent must include with the Proposal, an organization structure chart that outlines any/all staff members with any management and/or operations responsibilities for the Loew's. The Proposal shall state the role that each proposed team member will assume on this Project and detail the qualifications for the role that the team member possesses. At least one (1) full-time manager allocated only to the management of the Loew's will be a requirement for all management organizations.

**(L) Other**

The Respondent may include in this section any additional information deemed necessary which has not been supplied in any other portion of its RFP response Proposal.

## **X. RFP RESPONSE EVALUATION**

The RFP response Proposals will be reviewed for compliance with the terms and conditions of the RFP. Any Proposals not responsive to the RFP will be rejected. The JCRA's acceptance of a Proposal does not imply that every element of that Proposal has been accepted.

The RFP response Proposals will be evaluated by a committee that shall include representatives from the City, FOL, and the JCRA and shall be based upon, but not limited to, consideration of the following criteria:

- 1) Conformance to required format
- 2) Appropriateness of Project to RFP and Redevelopment Plan
- 3) Timeframe for completion of Project
- 4) Prior experience with similar projects
- 5) Soundness of financial plan
- 6) Commitment to diversity regarding utilization of minority and woman-owned business enterprises
- 7) Aesthetic aspects and functionality (including "green" components) of Project
- 8) Programming quantity, quality, and variety
- 9) Renovation and restoration quality (combination of historic accuracy and ability to improve functionality)
- 10) Financial compensation to the City

The JCRA shall not be obligated to explain the results of the evaluation process to any Respondent. The JCRA may elect to ask some or all Respondents to give presentations on their Proposals. The RFP response Proposal which the JCRA professionals determine best satisfies the criteria and goals of the Redevelopment Plan and JCRA requirements will be recommended to the Board of Commissioners of the JCRA for its consideration.

The Board of Commissioners of the JCRA will consider the recommendation and, at its discretion, vote to accept the recommended Proposal(s) or one of the other Proposals. The Board of Commissioners may designate such Respondent(s) as the Successful Respondent(s) and/or as the Redeveloper of the Site and authorize the JCRA to enter into a Redevelopment Agreement with the Respondent for the Project.

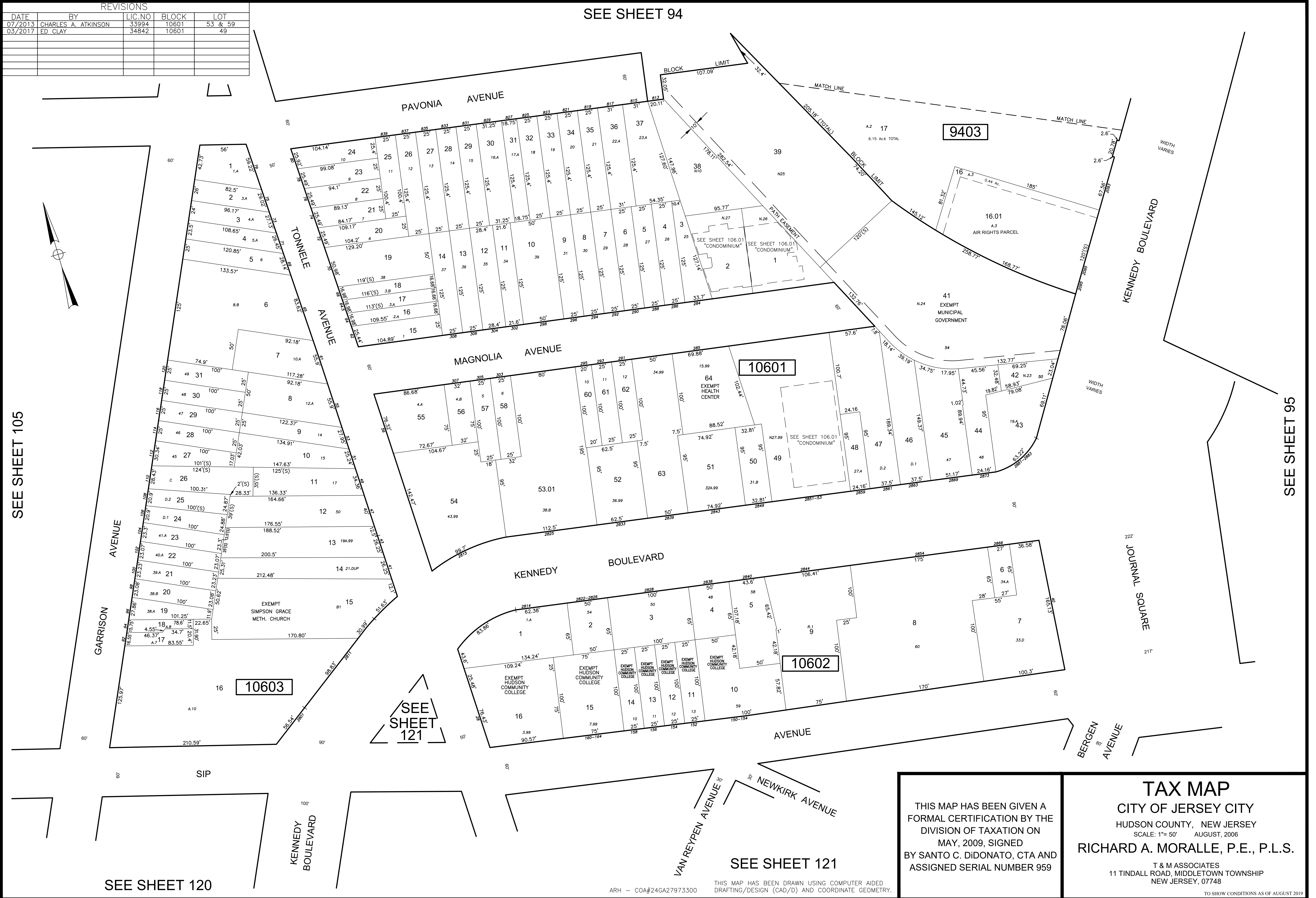
Respondents shall refrain from discussing their Proposals with any members of the JCRA Board of Commissioners and Jersey City elected officials until such time as JCRA staff makes a recommendation on the Proposals received. Any Respondent found violating the above will be disqualified from consideration.

# APPENDIX A



REVISIONS				
DATE	BY	LIC. NO.	BLOCK	LOT
07/2013	CHARLES A. ATKINSON	33994	10601	53 & 59
03/2017	ED. CLAY	34842	10601	49

SEE SHEET 94



SEE SHEET 105

SEE SHEET 95

SEE SHEET 121

SEE SHEET 120

SEE SHEET 121

THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON MAY, 2009, SIGNED BY SANTO C. DIDONATO, CTA AND ASSIGNED SERIAL NUMBER 959

**TAX MAP**  
 CITY OF JERSEY CITY  
 HUDSON COUNTY, NEW JERSEY  
 SCALE: 1"= 50' AUGUST, 2006  
**RICHARD A. MORALLE, P.E., P.L.S.**  
 T & M ASSOCIATES  
 11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
 NEW JERSEY, 07748

ARH - COA#24GA27973300 THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.





Van Winkle Ave

Skills

Kent

Huroi

Newark Avenue

Bryan Pl

Cottage Street

Van Reipen Avenue

Homeslead

Magnolia Avenue

Journal Square

Kennedy Boulevard

Summit

Sip Avenue

Enos Pl

Academy Street

Newkirk Street

Jones Street

High Street

Perrine Ave

Source: Esri, DigitalGlobe, GeoEye, IGN, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



# APPENDIX B

The Journal Square 2060 Redevelopment Plan can be retrieved through the City of Jersey City's Open Data Portal and is located at:

<https://data.jerseycitynj.gov/explore/dataset/journal-square-2060-redevelopment-plan/information/>

# APPENDIX C

## ZONE 6: PRESERVATION

Situated with the original palisaded town of Bergen to the south, and Newark Avenue and Five Corners to the north; the Journal Square 2060 Redevelopment Plan Area has been the site of architectural endeavors for some 350 years. Although many early buildings have been razed in the development of the area, much remains to give us an idea of the area's development: socially, economically, architecturally, historically and culturally. Many resources remain that are locally significant and that still possess integrity of location, design, setting, materials, workmanship, feeling, and association. These buildings and streetscapes give the area a unique sense of place different not experienced elsewhere in the city.

During prior waves of development in the twentieth century, when the area's landscape changed from that of a suburban small town to the city's Central Business District, important buildings were demolished, altered, or moved. Development, especially in the first half of the twentieth century, was sometimes undertaken without examination and appreciation of past cultural and architectural development. This plan seeks to preserve important resources which help to define the unique character of the Journal Square area. This Zone shall preserve a wide variety of buildings characteristic of the area's varied development encompassing the seventeenth century Newkirk / Summit House, the eighteenth and nineteenth century Apple Tree House, Victorian brick townhouse rows, a Classical Revival Terrace on East Street, late 19th century mixed use developments and large early 20th century apartment buildings as well as churches, theatres and office buildings.

The properties that have been selected for Zone 6: Preservation have, paraphrasing the National Register Criteria for Evaluation:

- A. Been associated with events that have made significant contribution to the broad patterns of our history; or
- B. Are associated with the lives of persons significant in our past; or
- C. Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. Have yielded, or may be likely to yield, information important in prehistory or history.

To respect the special character that the Journal Square area has acquired and retained over the past three and one half centuries, the buildings included in this Preservation Zone shall be rehabilitated in accordance with the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties* so that future generations can be delighted by the history and architecture of the Journal Square Neighborhood.

1) Permitted Uses:

- (a) All uses at their existing location at the time of adoption of this Plan are permitted.
- (b) New uses shall be considered by the Planning Board on a case by case basis, guided by adjacent uses only. Because historic buildings in this zone are scattered throughout the Plan Area, and are situated in a variety of land use areas, the permitted uses in this zone must be contextual to the site.
- (c) Adaptive re-use conversions to residential or live/work units is permitted.

2) Lot Size and Dimension Requirements

- (a) All existing lots at the time of adoption of this plan are conforming lots.
- (b) Subdivision is not permitted.

3) Height and Bulk Requirements

- (a) The existing building height, floor area, established setbacks and the exterior building envelope as of the adoption of this Plan shall constitute the development standards of each building. Any change to the above standards shall constitute a deviation from this plan.
- (b) Minor alterations in site plan and façade characteristics may be permitted by the Planning Board provided such alterations are consistent with the above standards for this zone. Any changes not consistent with this Plan are cognizable under a deviation application, and will be judged on their merits.

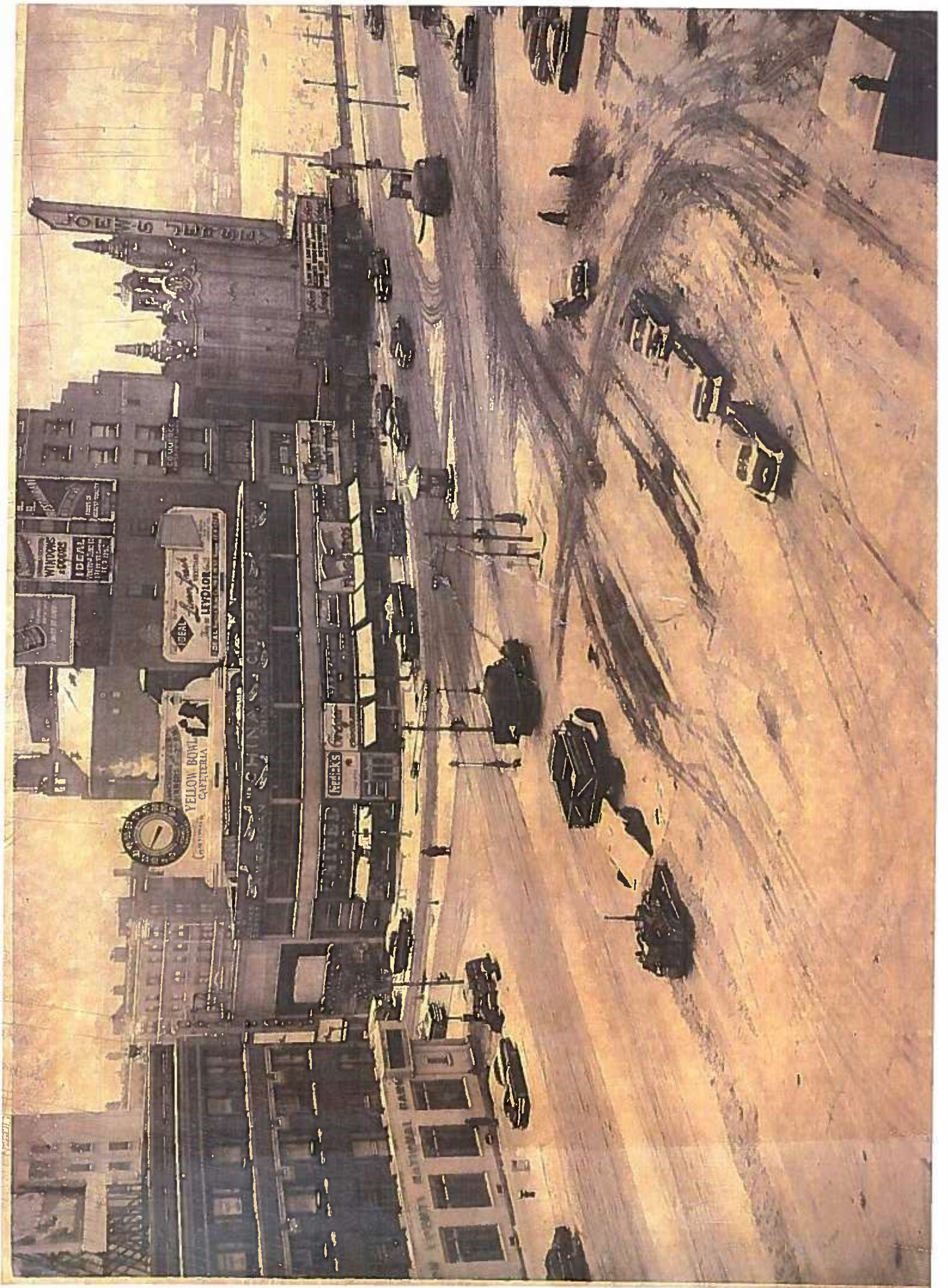
#### 4) Yard and Coverage Requirements

- (a) building coverage: existing
- (b) lot coverage: existing
- (c) front yard: existing
- (d) side yard: existing
- (e) rear yard: existing

#### 5) Building Design Requirements

- (a) All visible façades must retain historic building fabric where practicable. Architectural elements must be fully retained, preserved, restored, or recreated as necessary, based on site, photographic, or period documentation.
- (b) Any rehabilitation is to be done in compliance with the *Secretary of the Interiors Standards and Guidelines for the Treatment of Historic Properties*
- (c) All building must comply with all State or national historic register regulations.
- (d) Parking is not permitted in this zone unless present at the time of adoption of this redevelopment plan.







# APPENDIX D

HMR ARCHITECTS  
 LOEW'S JERSEY THEATRE  
 HISTORIC STRUCTURES REPORT  
 JERSEY CITY, NEW JERSEY

ICI #: 210907R  
 Prep: mcf  
 Date: 10/18/2010  
 Revised: hmr.030511

## ORDER OF MAGNITUDE COST ESTIMATE - PHASE 1

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
<b>PHASE 1 RECOMMENDATIONS - LIFE SAFETY AND CODE COMPLIANCE</b>					1,3225
<b>Egress</b>					
Emergency Lighting	83,825	SF	\$ 0.50	\$ 41,913	\$ 55,429
Egress Lighting	83,825	SF	0.75	62,869	\$ 83,144
<b>Restore Theatre Egress Doors</b>					
Replace Door & Frame - Double	20	PR	3,850.00	77,000	
- Single	4	EA	2,150.00	8,600	
- Overhead	2	EA	15,000.00	30,000	
	Subtotal			115,600	\$ 152,881
<b>Restore Main Lobby Bronze Doors</b>					
Bronze Castings	1	LS	66,000.00	66,000	
New Closers, Hardware	1	LS	25,000.00	25,000	
Dismantle, Clean, Reinstall Doors	8	PR	2,500.00	20,000	
	Subtotal			111,000	\$ 146,798
Center Handrail @ Stairs Off Lobby	90	LF	\$ 650.00	58,500	\$ 77,366
Yellow Caution Strips @ Sealing	1	LS	5,000.00	5,000	\$ 6,613
<b>Exterior Fire Stair Repairs</b>					
Remove & Replace Corrugated Metals Roofs	1,020	SF	20.00	20,400	
Add Mesh Guardrail	232	LF	175.00	40,600	
Add Pipe Rail @ Steps	95	LF	85.00	8,075	
Replace Damaged/Missing Support Brackets	5	EA	1,500.00	7,500	
Misc. Repairs to Treads, Toe Guards, Posts	1	LS	20,000.00	20,000	
New Bollards @ Grade	7	EA	650.00	4,550	
Sandblast & Paint All Stair, Roof Structure	1,020	SF	35.00	35,700	
	Subtotal			136,825	\$ 180,951
<b>Dumbwaiter &amp; Basement Trash Room</b>					
Structural Openings/Modifications/Pit	1	LS	35,000.00	35,000	
New Shaft	900	SF	25.00	22,500	
Dumbwaiter	1	EA	60,000.00	60,000	
Construct Trash Room @ Basement	200	SF	125.00	25,000	
	Subtotal			142,500	\$ 188,456
<b>Total - Egress</b>					<b>\$ 891,638</b>

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## ORDER OF MAGNITUDE COST ESTIMATE - PHASE 1

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
1.3225					
<b>Ventilation</b>					
<b>Air Conditioning System</b>					
Demolish Existing Equipment	1	LS	60,000.00	60,000	
Ice Storage System - 12 Tanks, Chiller & Tower	1	LS	390,000.00	390,000	
Pumps (3), Expansion & Holding Tanks	1	LS	50,000.00	50,000	
Piping & Insulation	1,050	LF	120.00	126,000	
Concrete Pads, Fill Trenches	1	LS	50,000.00	50,000	
Controls	1	LS	150,000.00	150,000	
Electrical Power, Panels, Disconnects	1	LS	50,000.00	50,000	
Subtotal				876,000	\$ 1,158,510
<b>Modify Existing Air Handling System</b>					
Add Chilled Water Coils to AHU	2	EA	30,000.00	60,000	
Modify AHU, Motors, Fans	1	LS	50,000.00	50,000	
Dampers, Filters	1	LS	35,000.00	35,000	
Clean/Insulate Ducts as Required	1	LS	200,000.00	200,000	
Balancing	1	LS	150,000.00	150,000	
Subtotal				495,000	\$ 654,638
Ventilation of Stage - Dedicated A/C System	3,000	SF	25.00	75,000	\$ 99,188
Stage Smoke Hatch	1	LS	35,000.00	35,000	\$ 46,288
Plenum Partition & Fire Dampers	1	LS	50,000.00	50,000	\$ 66,125
Lavatory Exhaust	1	LS	15,000.00	15,000	\$ 19,838
<b>Total - Ventilation</b>					<b>\$ 2,044,585</b>
<b>Fire Protection</b>					
Fire Detection System	83,825	SF	\$ 3.50	293,388	\$ 388,005
<b>Basement Sprinklers</b>					
Dressing Rooms, Stage & Stairs, Sub Bsmt	8,500	SF	6.50	55,250	\$ 73,068
Standpipe System	1	LS	100,000.00	100,000	\$ 132,250
Sprinkler Pump	1	LS	75,000.00	75,000	\$ 99,188
New Fire Curtain @ Stage w/Rigging	1	LS	100,000.00	100,000	\$ 132,250
<b>Total - Fire Protection</b>					<b>\$ 824,761</b>

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## ORDER OF MAGNITUDE COST ESTIMATE - PHASE I

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
					1.3225
<b>Ventilation</b>					
<b>Air Conditioning System</b>					
Demolish Existing Equipment	1	LS	60,000.00	60,000	
Ice Storage System - 12 Tanks, Chiller & Tower	1	LS	390,000.00	390,000	
Pumps (3), Expansion & Holding Tanks	1	LS	50,000.00	50,000	
Piping & Insulation	1,050	LF	120.00	126,000	
Concrete Pads, Fill Trenches	1	LS	50,000.00	50,000	
Controls	1	LS	150,000.00	150,000	
Electrical Power, Panels, Disconnects	1	LS	50,000.00	50,000	
			<b>Subtotal</b>	<b>876,000</b>	<b>\$ 1,158,510</b>
<b>Modify Existing Air Handling System</b>					
Add Chilled Water Coils to AHU	2	EA	30,000.00	60,000	
Modify AHU, Motors, Fans	1	LS	50,000.00	50,000	
Dampers, Filters	1	LS	35,000.00	35,000	
Clean/Insulate Ducts as Required	1	LS	200,000.00	200,000	
Balancing	1	LS	150,000.00	150,000	
			<b>Subtotal</b>	<b>495,000</b>	<b>\$ 654,638</b>
Ventilation of Stage - Dedicated A/C System	3,000	SF	25.00	75,000	\$ 99,188
Stage Smoke Hatch	1	LS	35,000.00	35,000	\$ 46,288
Plenum Partiton & Fire Dampers	1	LS	50,000.00	50,000	\$ 66,125
Lavatory Exhaust	1	LS	15,000.00	15,000	\$ 19,838
			<b>Total - Ventilation</b>		<b>\$ 2,044,585</b>
<b>Fire Protection</b>					
Fire Detection System	83,825	SF	\$ 3.50	293,388	\$ 388,005
<b>Basement Sprinklers</b>					
Dressing Rooms, Stage & Stairs, Sub Bsmt	8,500	SF	6.50	55,250	\$ 73,068
Standpipe System	1	LS	100,000.00	100,000	\$ 132,250
Sprinkler Pump	1	LS	75,000.00	75,000	\$ 99,188
New Fire Curtain @ Stage w/Rigging	1	LS	100,000.00	100,000	\$ 132,250
			<b>Total - Fire Protection</b>		<b>\$ 824,761</b>

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## ORDER OF MAGNITUDE COST ESTIMATE - PHASE 1

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
					1.3225
<b>Plumbing</b>					
Hot Water @ Lavatories	1	LS	15,000.00	15,000	\$ 19,838
Roof Drainage Repairs	1	LS	20,000.00	20,000	\$ 26,450
<b>Total - Plumbing</b>					<b>\$ 46,288</b>
<b>Electrical</b>					
Provide Company Switch/Eliminate 2nd Service	1	LS	35,000.00	35,000	\$ 46,288
Replace Main Distribution Board	1	LS	75,000.00	75,000	\$ 99,188
<b>Total - Electrical</b>					<b>\$ 145,475</b>
<b>Stage Improvements</b>					
Rigging Inspection and limited repair	1	LS	25,000.00	25,000	\$ 33,063
<b>Total - Stage Improvements</b>					<b>\$ 33,063</b>
<b>Finishes</b>					
Mirror Replacement & Repairs	1	LS	10,000.00	10,000	\$ 13,225
Finish Test Panels	1	LS	10,000.00	10,000	\$ 13,225
<b>Total - Finishes</b>					<b>\$ 26,450</b>
<b>Total Phase 1 Items</b>					<b>\$ 4,012,258</b>
10% General Contingency					\$.401,226
<b>TOTAL PHASE 1</b>					<b>\$ 4,413,484</b>

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## ORDER OF MAGNITUDE COST ESTIMATE - PHASE 2

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
					1.3225
<b>PHASE 2 RECOMMENDATIONS - OCCUPANCY OF BALCONY &amp; PRODUCTION IMPROVEMENTS</b>					
<b>Balcony Occupancy</b>					
<b>Balcony Seating Installation</b>					
Install Seats from Stock, Restore Frames	1,194	EA	\$ 150.00	\$ 179,100	\$ 236,860
Egress Lighting w/Seat Installation	1	LS	30,000.00	30,000	\$ 39,675
<b>ADA Seating Positions in Lower Balcony</b>					
Remove Existing/Modify for ADA	18	EA	\$ 300.00	5,400.00	\$ 7,142
Railing @ Front of Balcony	120	LF	275.00	33,000	\$ 43,643
Install Orchestra Seating (to replace temporary Seats)	500	EA	400.00	200,000	\$ 264,500
<b>Total - Balcony Occupancy</b>					<b>\$ 591,819</b>
<b>Expand Toilet Facilities</b>					
<b>Toilet Installation @ 5th Level, Rear Balcony</b>					
Demolition	450	SF	10.00	4,500	
New Finishes, Partitions, Doors as Required	450	SF	100.00	45,000	
Toilet Partitions, Accessories	1	LS	12,500.00	12,500	
Plumbing Fixtures - Toilet	6	EA	1,425.00	8,550	
- Lavatory	6	EA	1,300.00	7,800	
- Urinal	2	EA	1,385.00	2,770	
- Janitor Sink	1	EA	1,200.00	1,200	
Piping, Connections	1	LS	25,000.00	25,000	
HVAC, Exhaust Fans	450	SF	30.00	13,500	
Electrical, Lighting	450	SF	20.00	9,000	
Subtotal				129,820	\$ 171,687
<b>Expand/Modify Existing 2nd Floor Bathrooms</b>					
Demolish Existing Fixtures	13	EA	350.00	4,550	
Patch Finishes as Required	810	SF	15.00	12,150	
Repair/Replace Toilet Partitions, Accessories	1	LS	15,000.00	15,000	
Plumbing Fixtures - Toilet	3	EA	1,425.00	4,275	
- Lavatory	8	EA	1,300.00	10,400	
- Urinal	6	EA	1,385.00	8,310	
Modify Piping, Connections as Required	1	LS	15,000.00	15,000	
Modify HVAC, Exhaust, Lights as Required	810	SF	10.00	8,100	
Subtotal				77,785	\$ 102,871
<b>Total - Expand Toilets</b>					<b>\$ 274,558</b>

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## ORDER OF MAGNITUDE COST ESTIMATE - PHASE 2

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
					1.3225
<b>Stage &amp; Production</b>					
<b>Rigging Inspection/Repair</b>					
House Curtain Rigging	1	LS	10,000.00	10,000	
T-Bar Battery & Related for Counterweights Sets	1	LS	85,000.00	85,000	
Manual Counterweight Sets	60	EA	4,000.00	240,000	
Counterweight	1	LS	45,000.00	45,000	
Rope Rigging for Light8ing Cable Pickup	1	LS	15,000.00	15,000	
Rope Rigging for Spotlines	1	LS	10,000.00	10,000	
Motorized Speaker Cluster Rigging	1	LS	25,000.00	25,000	
House Curtain	1	LS	50,000.00	50,000	
Black Velour Masking, Cyclorama, Scrims & Bags	1	LS	80,000.00	80,000	
				560,000	\$ 740,600
<b>Stage Lighting, Incl Truss @ Auditorium</b>					
Stage Lighting Fixtures	300	EA	600.00	180,000	
Follow Spots	2	EA	20,000.00	40,000	
Cable Assemblies	1	LS	10,000.00	10,000	
Motorized Forestage Lighting Truss	1	LS	70,000.00	70,000	
Miscellaneous Electrical Work	1	LS	10,000.00	10,000	
				310,000	\$ 409,975
<b>Replace Stage Floor</b>					
	3,000	SF	25.00	75,000	\$ 99,188
<b>Stage Controls, Boards (Repl. Light Brd)</b>					
Stage Dimming	1	LS	175,000.00	175,000	
House Work & Run Light Controls	1	LS	75,000.00	75,000	
Control Network & Equipment	1	LS	5,000.00	5,000	
Control Console & Accessories	1	LS	55,000.00	55,000	
Emergency Lighting Transfer System	1	LS	10,000.00	10,000	
Electrical Allowance	1	LS	240,000.00	240,000	
				560,000	\$ 740,600
<b>Install Sound Mix Booth</b>					
Construct Booth in Seating Area Equipment Included Below	110	SF	375.00	41,250	
				41,250	\$ 54,553
<b>LULA Installation, Incl Adjacent Bsmt Rooms</b>					
Structural Openings/Modifications	1	LS	15,000.00	15,000	
New Shaft	900	SF	25.00	22,500	
LULA	1	EA	45,000.00	45,000	
				82,500	\$ 109,106

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## ORDER OF MAGNITUDE COST ESTIMATE - PHASE 2

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
					1,3225
<b>Stage &amp; Production (continued)</b>					
<b>Pit Access @ Trap Room</b>					
New Wall Openings, Doors, Temp Ramp to Lift	1	LS	12,500.00	12,500	
New Wall Openings, Doors @ N & S Walls	2	EA	4,000.00	8,000	
Repair Pit Lift	1	LS	15,000.00	15,000	
Electrical Work @ Lift	1	LS	10,000.00	10,000	
Subtotal				45,500	\$ 60,174
<b>New Stage Trap Openings</b>					
New Floor Opening & Hatch - 6' x 6'	2	EA	20,000.00	40,000	\$ 52,900
<b>Audio Visual Systems</b>					
General Construction Modifications	1	LS	50,000.00	50,000	
New Film Projectors	1	LS	15,000.00	15,000	
Motorized Projection Screen	1	LS	25,000.00	25,000	
Cinema Sound	1	LS	150,000.00	150,000	
Digital Cinema	1	LS	200,000.00	200,000	
Performance Audio	1	LS	250,000.00	250,000	
Auxiliary Audio Systems	1	LS	25,000.00	25,000	
Control Systems	1	LS	125,000.00	125,000	
Digital Signage	1	LS	50,000.00	50,000	
Subtotal				890,000	\$ 1,177,025
<b>Remove Walls @ Orchestra LVL Proj. Booths</b>					
Lower Walls, Cap & Patch Ceilings	100	LF	225.00	22,500	
Modify/Finish Floor as Required	560	SF	20.00	11,200	
Subtotal				33,700	\$ 44,568
<b>Total - Stage &amp; Production Improvements</b>					<b>\$ 3,488,689</b>
<b>Building / Theatre Improvements</b>					
<b>General Lighting</b>					
General Lighting	50,000	SF	10.00	500,000.00	\$ 661,250
<b>Lobby Concession</b>					
Front Counter/Display	20	LF	1,000.00	20,000	
Back Counter	20	LF	550.00	11,000	
Equipment	1	LS	15,000.00	15,000	
Subtotal				46,000	\$ 60,835
<b>Mobile Concessions @ Mezzanine</b>					
Mobile Concessions @ Mezzanine	2	EA	12,500.00	25,000	\$ 33,063
<b>Box Office Restoration/Improvements</b>					
Demolition	75	SF	20.00	1,500	
New Finishes	75	SF	350.00	26,250	
New Windows, Counters, Pass Thru	3	Set	7,500.00	22,500	
Mechanical/Electrical	75	SF	50.00	3,750	
Subtotal				54,000	\$ 71,415



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Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
<b>Building / Theatre Improvements (continued)</b>					1.3225
Open Balcony Foyer Crossover Demolish Wall/Door & Patch Finishes	20	LF	300.00	6,000	\$ 7,935
Vestibule Finishes & Lighting Clean/Repair Wall, Floor, Ceiling Finishes	500	SF	150.00	75,000	
New Lighting	500	SF	20.00	10,000	
Subtotal				85,000	\$ 112,413
Finish Test Panels	1	LS	20,000.00	20,000	\$ 26,450
<b>Total - Building / Theatre Improvements</b>					<b>\$ 973,360</b>
<b>Total Phase 2 Items</b>					<b>\$ 5,328,425</b>
10% General Contingency					\$ 532,843
<b>TOTAL PHASE 2</b>					<b>\$ 5,861,268</b>

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## ORDER OF MAGNITUDE COST ESTIMATE - PHASE 3

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
<b>PHASE 3 RECOMMENDATIONS - THEATRE IMPROVEMENTS</b>					1.3225
<b>Accommodate Increased Public Occupancy</b>					
<b>New Elevator &amp; Adjacent Lobby Spaces (New Addition w/Operations Offices)</b>					
Changes in Basement & New Vault	1	LS	100,000.00	100,000	
Structural Openings/Modifications/Plt	1	LS	35,000.00	35,000	
New Shaft	1,520	SF	25.00	38,000	
Machine Room	100	SF	125.00	12,500	
Elevator Lobby Finishes	250	SF	225.00	56,250	
Elevator, 3 Stop, 2 Slided	1	EA	150,000.00	150,000	
Mechanical, Electrical, Lighting	460	SF	60.00	27,800	
Subtotal				419,350	\$ 554,590
<b>New Public Toilets @ Basement</b>					
Demolition	2,520	SF	5.00	12,600	
New Finishes, Partitions, Doors - Bathrooms	1,440	SF	100.00	144,000	
New Finishes, Partitions, Doors - Storage	1,080	SF	50.00	54,000	
Repair & Restore Finishes @ Stair to Grd Level	1	LS	75,000.00	75,000	
Toilet Partitions, Accessories	1	LS	40,000.00	40,000	
Counters	57	LF	300.00	17,100	
Lockers	20	EA	325.00	6,500	
Plumbing Fixtures - Toilet	18	EA	1,425.00	25,650	
- Lavatory	19	EA	1,300.00	24,700	
- Urinal	5	EA	1,385.00	6,925	
- Janitor Sink	2	EA	1,200.00	2,400	
Piping, Connections	1	LS	60,000.00	60,000	
HVAC, Exhaust Fans	2,520	SF	30.00	75,600	
Electrical, Lighting	2,520	SF	20.00	50,400	
Subtotal				594,875	\$ 786,722
<b>Total - Accommodate Increased Public Occupancy</b>					<b>\$ 1,341,313</b>
<b>Accommodate Increased Productions</b>					
<b>Expand Operations Offices</b>					
Demolition - Interior	1,590	SF	15.00	23,850	
- Building Structure	380	SF	30.00	11,400	
New Building Addition, 2 Story	760	SF	250.00	190,000	
New Finishes, Partitions, Doors as Required	2,350	SF	85.00	199,750	
Casework	30	LF	600.00	18,000	
Plumbing, Drainage	2,350	SF	10.00	23,500	
HVAC, Exhaust Fans	2,350	SF	35.00	82,250	
Electrical, Lighting	2,350	SF	25.00	58,750	
Subtotal				607,500	\$ 803,419

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Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
1,3225					
<b>Accommodate Increased Productions (continued)</b>					
<b>Dressing Room Modifications/Upgrades</b>					
Demolition	1,255	SF	10.00	12,550	
New Finishes, Partitions, Doors as Required	1,255	SF	85.00	106,675	
Casework	20	LF	600.00	12,000	
Kitchenette Appliances	2	EA	1,750.00	3,500	
Toilet Partitions, Accessories	1	LS	10,000.00	10,000	
Plumbing Fixtures - Toilet	6	EA	1,425.00	8,550	
- Lavatory	10	EA	1,300.00	13,000	
- Sink	2	EA	1,150.00	2,300	
- Shower	5	EA	1,600.00	8,000	
- Janitor Sink	1	EA	1,200.00	1,200	
Piping, Connections	1	LS	40,000.00	40,000	
HVAC, Exhaust Fans	1,255	SF	35.00	43,925	
Electrical, Lighting	1,255	SF	25.00	31,375	
Subtotal				293,075	\$ 387,592
<b>Total - Accommodate Increased Productions</b>					<b>\$ 1,191,010</b>
<b>Building Improvements and Finishes</b>					
<b>Restore Marquee to Original Configuration</b>					
Fascia (Assume 10' H)	860	SF	150.00	129,000	
Soffit/Lighting	885	SF	100.00	88,500	
Electronic Display/Signage	1	LS	200,000.00	200,000	
Subtotal				417,500	\$ 552,144
<b>Lobby Finishes &amp; Upgrades</b>					
Clean, Patch & Rehabilitate Floor Finishes	5,165	SF	10.00	51,650	
Clean, Patch & Rehabilitate Wall Finishes	14,300	SF	20.00	286,000	
Clean, Patch & Rehabilitate Ceiling Finishes	5,165	SF	25.00	129,125	
Clean, Patch & Rehabilitate Doors, Millwork, Misc.	5,165	SF	10.00	51,650	
Clean, Replace, Rehabilitate Lighting	5,165	SF	20.00	103,300	
Subtotal				621,725	\$ 822,231
<b>Auditorium Under Balcony Finishes &amp; Lighting</b>					
Clean, Patch & Rehabilitate Floor Finishes	7,600	SF	10.00	76,000	
Clean, Patch & Rehabilitate Wall Finishes	7,500	SF	15.00	112,500	
Clean, Patch & Rehabilitate Ceiling Finishes	7,600	SF	20.00	152,000	
Clean, Patch & Rehabilitate Doors, Millwork, Misc.	7,600	SF	5.00	38,000	
Clean, Replace, Rehabilitate Lighting	7,600	SF	20.00	152,000	
Subtotal				530,500	\$ 701,586

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Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
					1.3225
<b>Building Improvements and Finishes (continued)</b>					
<b>Auditorium Proscenium Finishes &amp; Lighting</b>					
Clean, Patch & Rehabilitate Floor Finishes	3,900	SF	10.00	39,000	
Clean, Patch & Rehabilitate Wall Finishes	11,200	SF	15.00	168,000	
Clean, Patch & Rehabilitate Ceiling Finishes	3,900	SF	25.00	97,500	
Clean, Patch & Rehabilitate Doors, Millwork, Misc.	3,900	SF	5.00	19,500	
Clean, Replace, Rehabilitate Lighting	3,900	SF	20.00	78,000	
Subtotal				402,000	\$ 531,645
Install New Chandelier in Auditorium	1	LS	500,000	500,000	\$ 661,250
<b>Balcony Finishes &amp; Lighting</b>					
<b>Balcony Auditorium Finishes &amp; Lighting</b>					
Clean, Patch & Rehabilitate Floor Finishes	9,300	SF	10.00	93,000	
Clean, Patch & Rehabilitate Wall Finishes	16,200	SF	15.00	243,000	
Clean, Patch & Rehabilitate Ceiling Finishes	9,300	SF	25.00	232,500	
Clean, Patch & Rehabilitate Doors, Millwork, Misc.	9,300	SF	5.00	46,500	
Clean, Replace, Rehabilitate Lighting	9,300	SF	20.00	186,000	
Subtotal				801,000	\$ 1,059,323
<b>Balcony Lobby Finishes and Lighting</b>					
Restore Balcony Lounges	550	SF	175.00	96,250	\$ 127,291
Clean, Patch & Rehabilitate Floor Finishes	4,600	SF	10.00	46,000	
Clean, Patch & Rehabilitate Wall Finishes	7,500	SF	20.00	150,000	
Clean, Patch & Rehabilitate Ceiling Finishes	4,600	SF	20.00	92,000	
Clean, Patch & Rehabilitate Doors, Millwork, Misc.	4,600	SF	5.00	23,000	
Clean, Replace, Rehabilitate Lighting	4,600	SF	20.00	92,000	
Subtotal				499,250	\$ 660,258
Restore Fountain	1	LS	40,000.00	40,000	\$ 52,900
Finish Test Panels	1	LS	20,000.00	20,000	\$ 26,450
Replace Entire Building Roof	1	LS	325,000.00	325,000	\$ 429,813
Allowance for exterior building maintenance	1	LS	200,000.00	200,000	\$ 264,500
<b>Total - Building Improvements &amp; Finishes</b>					<b>\$ 5,889,390</b>
<b>Total Phase 3 Items</b>					<b>\$ 8,421,713</b>
10% General Contingency					\$ 842,171
<b>TOTAL PHASE 3</b>					<b>\$ 9,263,884</b>

HMR ARCHITECTS  
 LOEW'S JERSEY THEATRE  
 HISTORIC STRUCTURES REPORT  
 JERSEY CITY, NEW JERSEY

ICI #: 210907R  
 Prep: mcf  
 Date: 10/18/2010  
 Revised: hmr.030511

## ORDER OF MAGNITUDE COST ESTIMATE - PHASE 3

Description	Quantity	Unit	Unit Cost	Bare Cost	Marked Up Cost (15% + 15%)
<b>PHASE 4 - Optional Equipment and Upgrades</b>					
Stage and Production Improvements:					
Additional performance Audio	1	LS	500,000.00	500,000	
Video Support	1	LS	100,000.00	100,000	
Video production	1	LS	400,000.00	400,000	
Presentation Systems	1	LS	125,000.00	125,000	
				1,125,000	\$ 1,487,813
<b>Total Phase 4 Items</b>					<b>\$ 1,487,813</b>
10% General Contingency					\$ 148,781
<b>TOTAL PHASE 4</b>					<b>\$ 1,636,594</b>

# APPENDIX E

COMMISSIONERS  
—  
HON. DANIEL RIVERA  
CHAIRMAN  
EVELYN FARMER  
VICE CHAIR  
—  
DONALD R. BROWN  
DOUGLAS CARLUCCI  
ERMA D. GREENE  
DARWIN R. ONA  
HON. DENISE RIDLEY



EXECUTIVE  
—  
DIANA JEFFREY  
EXECUTIVE DIRECTOR  
—  
JOSEPH P. BAUMANN, JR.  
GENERAL COUNSEL  
—  
STEVEN M. FULOP  
MAYOR

Dear Redeveloper:

We are pleased to learn that your firm is interested in real estate development in Jersey City. The Jersey City Redevelopment Agency (JCRA) is committed toward a policy of fairness and openness towards all involved in the redevelopment process and looks forward to working with you to ensure the successful completion of your project.

The Jersey City Redevelopment Agency believes that full disclosure in the redevelopment process will ensure that only the most qualified applicant is selected for a particular redevelopment project. Accordingly, all Redevelopers seeking assistance from the JCRA for their activities must complete the enclosed application and certification. By completing these documents you will assist us in ensuring that the vital task of redeveloping New Jersey's second-largest City is conducted openly and fairly for all interested applicants. This disclosure procedure is a continuous process whereby the designated Redeveloper is required to maintain the accuracy of the Redeveloper Disclosure Form during the terms of its project. **In addition, a \$5,000 non-refundable administrative fee shall be paid by the Redeveloper upon execution of this form.**

All Redevelopers are required to reimburse the Agency for its counsel fees, other professional fees (i.e. title, appraisal and/or environmental reports) and administrative fees which include, but are not limited to staff hours spent on each Project.\*\* See Application and Certification for fee schedule. The Agency at its sole discretion, may require each Redeveloper to deposit, upon designation and prior to contract signing, escrow funds in an amount determined by the Agency to be sufficient for the Agency to pay down its professional and administrative fees as they accrue. If you have any questions about this form, the JCRA will be happy to assist you.

Sincerely,

DIANA H. JEFFREY  
Executive Director

## APPLICATION AND CERTIFICATION

### **Instructions:**

Please answer each and every question in order and to the best of your ability. Answers should be typewritten on 8.5x11 white paper and submitted as a single package.

If you do not believe a question properly pertains to you or you are unable to answer the question, you must provide a detailed explanation in lieu of your answer.

If the Applicant is a development team/group or joint venture, each party in the joint venture or development team must complete the application and certification.

Submit the non-refundable administrative fee of \$5,000 (\$1,000 for non-profit entities) with the completed form.

The Agency reserves the right to request additional or supplemental information as it deems appropriate. Incomplete applications may disqualify the Applicant for consideration as designated redeveloper by the JCRA, in its sole discretion. Furthermore, by signing this questionnaire, Applicant acknowledges this application is an administrative tool used to assist the JCRA in evaluating the applicant's submission, and does not confer any rights upon the applicant, nor does it obligate the JCRA to take any further action. The JCRA reserves all powers conferred upon it by the Local Redevelopment and Housing Law, including the exercise of its discretion in designating or contracting with a redeveloper. N.J.S.A. 40A:12A-1 et seq. Any designation or redevelopment agreement becomes final only upon approval by the JCRA's Board of Commissioners.

**\*If the application is approved and a Redevelopment Agreement executed, annual administrative fees will be due, in accordance with the following schedule and Agency Resolution #16-03-14.**

<u>Proposed Total Project Costs</u>	<u>Annual Administrative Fee</u>
\$0 - \$4,999,999	\$5,000
\$5,000,000 - \$14,999,999	10,000
\$15,000,000 - \$24,999,999	20,000
\$25,000,000 - \$49,999,999	30,000
\$50,000,000 and above	50,000

Applicants must comply with the City's Ordinance governing political contributions (Ordinance 09-096 as may be amended or supplemented from time to time). Applicants should fully familiarize themselves with the contents of the Ordinance.



**PART A. APPLICANT INFORMATION**

1. Applicant (show official name without abbreviations.)

Name:	Representative authorized to communicate with JCRA:
Street:	Telephone Number:
City:	Fax Number:
State:	Email:
Zip Code:	Website:

2. Please identify the Applicant’s business organization ( Corporation, Partnership, Non-Profit, LLC, Other). Attach a copy of the legal instrument creating the entity and a certificate of good standing if the entity is more than on year old.
3. Please identify all officers and directors of the Applicant.
4. Please identify the names, business addresses and phone numbers of all individuals or entities with an ownership or other beneficial interest in the Applicant and the amount and nature of that interest (e.g. shareholder, general partner, limited partner, etc.). If the Applicant is a for-profit corporation with more than 100 shareholders or is traded on a public stock exchange, ownership interest shall mean greater than 1% ownership or beneficial interest in any single stock class.
5. Is the Applicant a subsidiary and/or direct or indirect affiliate of any other organization? If so, indicate name of related organization and relationship.

Note: The Jersey City Redevelopment Agency reserves the right to request additional disclosure forms and affidavits from any other entity identified by you as holding a beneficial or ownership interest in your entity.

6. **Current or Pending Projects**  
Briefly describe any current or pending projects being undertaken by the members of the Applicant. Identify the location of any current project, and include a contact name, address and telephone number for each current client.
7. **Project References**  
Include three references with respect to similar projects of Applicant, indicating whether the work was that of the team and/or specific staff who will be assigned to the Project. Identify the contact mane, organization, type of work provided and the contact’s address and telephone number. References from public entities are encouraged.
8. Please list any and all professional service providers, i.e, attorneys, architects, consultants, environmental specialists, etc. retained for the project.  
**Please note that if any professional service provider holds an interest as outlined in the Interest Disclosure Affidavit, they are required to disclose said percentage and sign and notarize the Interest Disclosure Affidavit.**

## **PART B. PROJECT INFORMATION**

**NOTE:** In conjunction with the following information, you are requested to provide any available drawings, pictures or other visual devices including site plans illustrating the proposed development.

1. Please provide a detailed statement describing the proposed development including uses by square feet. If the development will include a residential component, describe the number of housing units proposed and the planned form of ownership. If the development will include retail or commercial uses, explain the nature of such uses. If the Applicant is a not for profit entity, please describe how the proposed project will address a community need.
2. Please provide a map identifying the exact location of the proposed site.
3. Please identify the Redevelopment Area governing the project area. Describe how the project complies with the provisions of the plan and its zoning requirements. If your proposal does not comply, please describe how it deviates from the plan and what amendments are necessary.
4. Please describe the site ownership. Does the applicant own the property(s) to be developed? Will the project require the acquisition of private property? If so, identify each property by block, lot, address, ownership, and current use.
5. Please provide the projected sale prices and/or rental rates for units within the completed development. For residential units, this may be provided by either per unit or per square foot, while for commercial or other uses shall be provided by square foot.
6. Please provide any available information on site preparation or environmental remediation that will be necessary prior to construction.
7. Please describe any public improvements which may be required to accommodate the project, including but not limited to sewer, water and roads.
8. Please explain whether you plan to seek any grants, loans or abatements from any governmental or quasi-governmental entity.
9. Please describe the elements of your proposal that address community, civic, and environmental needs and concerns, i.e. parks, schools, affordable housing, green building, etc.
10. Please describe the employment that will be created by the project, both temporary and permanent - number, type, duration, etc.

## **PART C. PROJECT FINANCIAL PLAN & COMMITMENTS**

**NOTE:** All financial information will be held in confidence and not disclosed, except where required by law.

1. Please provide a project financial plan which addresses:
  - the proposed purchase price for the entire property, including vacant land,
  - estimated project costs (list hard costs and soft costs in detail),
  - the proposed type and sources of financing,
  - the source and amount of any equity commitment of the Applicant, and
  - the projected sales prices or annual rental income to be generated by the project.
2. If debt financing will be required, please provide a statement establishing the Applicant's ability to obtain such financing, preferably through a strong statement of commitment from the lender.
3. Please provide a certified financial statement for the Applicant showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old. Include the name and address of auditor or public accountant who certified the financial statement.
4. The Agency reserves the right to request additional financial information as it deems necessary with respect to Applicant's parent entities, members or affiliates.

#### **PART D. CONSTRUCTION TIMETABLE**

Describe your proposed timetable regarding:

- 1) Date of purchase(s)
- 2) Construction start
- 3) Completion of construction
- 4) Occupancy of units

#### **PART E. LEGAL INFORMATION**

1. Please provide the name, address and telephone number of Applicant's legal counsel.

For the purpose of the following questions, Applicant means the Applicant, any principal or parent entity thereof or owner of an interest of ten (10%) percent or more therein.

2. Has the Applicant, within the last five years, been a party defendant in litigation involving laws governing hours of labor, minimum wage standards, discrimination in wages or child labor? If yes, furnish details.
3. Has the Applicant ever been charged with or convicted of any criminal offenses? If yes, furnish details.
4. Has the Applicant now a party in any civil or criminal litigation? If yes, furnish details.
5. Has the Applicant been subject to any disciplinary action, past or pending, by any

administrative, governmental or regulatory body? If yes, furnish details.

6. Has the Applicant been or are they now subject to any order resulting from any criminal, civil or administrative proceedings brought against them by any administrative, governmental or regulatory agency? If yes, furnish details.
7. Has the Applicant been denied any license by any administrative, governmental or regulatory agency on the grounds of moral turpitude? If yes, furnish details.
8. Has the Applicant been informed or aware of any current or on-going investigation of the Applicant or management of the Applicant for possible violation of Local, State or Federal laws, or had any records subpoenaed by any grand jury or investigative body? If yes, furnish details.
9. Has the Applicant ever been in receivership or adjudicated as bankrupt? If yes, furnish details.
10. Has the Applicant ever been denied a business-related license or had it suspended or revoked by an administrative, governmental or regulatory agency? If yes, furnish details.
11. Has the Applicant been debarred, suspended or disqualified from contracting with any federal, state, county or municipal agency? If yes, furnish details.
12. Does any member of the governing body, officer, or employee of the Jersey City Redevelopment Agency have any direct or indirect personal interest in the Applicant or in the redevelopment or rehabilitation of the property? If yes, furnish details.
13. Does any member of the governing body of The City of Jersey City in which the Redevelopment Area is situated or any other public official of The City of Jersey City, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Applicant's proposal is being made available, have any direct or indirect personal interest in the Applicant or in the redevelopment or rehabilitation of the property upon the basis of such proposal? If yes, furnish details.

**CERTIFICATION**

I, the undersigned, being duty sworn upon my oath say:

1. I affirm, represent and warrant that the information contained in this application and in all attachments submitted herewith is to the best of my knowledge true and complete.
2. I understand that if such information is willfully false, I am subject to criminal prosecution under N.J.S.A. 2C: 28-2 and civil action by the Jersey City Redevelopment Agency and I forfeit any potential or pending financial assistance which may be available from the JCRA.
3. I authorize the New Jersey Department of Law and Public Safety to verify any answers contained herein through a search of its records, or records to which it has access, and to release the results of said search to the Jersey City Redevelopment Agency.
4. I authorize the Jersey City Redevelopment Agency to obtain such information including, but not limited to, such personal, financial, credit bureau and/or background checks as it may require, covering the Applicant and/or its principals, stockholders and/or investors.
5. I authorize the City of Jersey City and the Jersey City Redevelopment Agency to verify any answers contained herein through a search of its records, or records to which it has access and to release the results of said search.
6. I agree that simultaneous with the submission of this disclosure form, I have paid to the Agency the sum of \$ \_\_\_\_\_ which is **non-refundable**.
7. I understand that the submission of complete and accurate information is a **continuing obligation** and I hereby acknowledge and agree for myself and/or my entities to update this application and/or amend it as and when the information contained herein no longer remains accurate during the term of the Project.

I, \_\_\_\_\_ of full age, do hereby certify that the foregoing statements made by me are true. I am aware that if any statement made by me is willfully false, I am subject to punishment.

SIGNATURE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**INTEREST DISCLOSURE AFFIDAVIT**

STATE OF NEW JERSEY    }  
  }  
COUNTY OF HUDSON     }

**BE IT REMEMBERED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

I, \_\_\_\_\_, the undersigned, hereby make oath that I hold interest in the following property, project or development, either individually, by ownership of stock, ownership of any lands, or partnership; or as a shareholder or director or officer of any corporation owning such land, property, project or development, directly or indirectly, by such member or members of my immediate household.

\_\_\_\_\_  
Signature

Subscribed to and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My Commissioner Expires: \_\_\_\_\_

# APPENDIX F

1) FOL Events:

- a. Mission Events. FOL will have the right to book, produce, co-produce, present, co-present, sponsor, co-sponsor and facilitate programming for the purpose of ensuring diversity, inclusivity, and/or affordability in events and activities at the Loew's, including to: (i) promote and encourage the growth and development of New Jersey arts and the cultural traditions of the people in Jersey City; (ii) further the Loew's as a significant attraction in Jersey City; (iii) increase the awareness and appreciation of the history of the Loew's; (iv) provide opportunities for as many people as possible to know of, enjoy, and benefit from the Loew's, with particular attention to Jersey City and New Jersey residents, artists, communities and organizations; and (v) otherwise support FOL's mission ("Mission Events"). Mission Events may include the following programming and events:
  - i. Programming and events with and for the Jersey City Division of Cultural Affairs, the Hudson County Office of Cultural and Heritage Affairs / Tourism Development, the New Jersey State Council on the Arts, New Jersey Council for the Humanities, the New Jersey Historic Trust and other governmental departments and agencies;
  - ii. Programming and events with New Jersey pre, primary and secondary schools;
  - iii. Presentation of classic, independent, student and foreign film programming and events, including individual and double feature screenings and film festivals containing such films such as its current film festival, the Golden Door International Film Festival; excluding premieres of new major motion pictures which are scheduled for national distribution via major theater chains or major streaming services (i.e., Amazon, Hulu, Disney+, Netflix) ("Major Premieres"). The Redeveloper agrees that the Redeveloper will not present film programming other than Major Premieres;
  - iv. Programming and events with and for arts, cinema and history programs and departments of accredited schools in our region;
  - v. Programming and events with and for New Jersey and regional colleges and universities, provided such programming is related to curriculum; graduations and commercial events are excluded;
  - vi. Programming and events with and for non-profit and community organizations, provided such programming or events are not of commercial interest to the Redeveloper, in its reasonable discretion;
  - vii. Programming and events with and for New Jersey small businesses (office parties excluded), provided such programming or events are not of



commercial interest to the Redeveloper, in its reasonable discretion. Notwithstanding the foregoing, author events with book signings in conjunction with Words bookstore and other bookstores shall continue to be presented by FOL;

- viii. Programming and events with and for New Jersey cultural, ethnic, historical and fraternal organizations;
  - ix. Where Mission Events include non-performance activities such as meetings and banquets, FOL shall be able to utilize outside caterers and related vendors subject to applicable law and provided they observe regulations reasonably determined by the Redeveloper; and
  - x. Notwithstanding anything to the contrary contained in this Section, nothing herein shall prevent FOL from soliciting and/or accepting donations, sponsorships and other funding from businesses or non-profit organizations.
  - xi. The Successful Respondent will not charge FOL a venue rental fee or fee for use of in-house equipment, but FOL may be charged for certain soft costs based on the nature and requirements of each FOL event pursuant to a schedule of costs agreed to by FOL.
- b. Commercial Events. FOL have the right to book, produce, present and sponsor up to five (5) commercial shows each calendar year (“Commercial Events”), provided that:
- i. FOL presents the opportunity to produce or promote the Commercial Event and the Redeveloper declines to do so in writing;
  - ii. FOL does not contract with, engage with, or otherwise utilize the services of a third party promoter or other entity which is competitive with the Redeveloper’s business to produce, promote, or present the Commercial Event unless otherwise approved by the Redeveloper in writing (the parties shall annually discuss pre-approved third party promoters); and,
  - iii. FOL is charged the prevailing labor and rental fees for third party event licenses at Loew’s and normal ticket fees are charged for the tickets to the Commercial Event.

2) FOL Dates:

- a. FOL will have the right to utilize the Loew’s for Mission Events (collectively “FOL Events” and each individually, an “FOL Event”) on no less than fifty-five (55) days in each calendar year (the “FOL Dates”). Responses that propose allocating additional FOL Dates shall be viewed more favorably. FOL Events shall be booked in accordance with equitable procedures mutually agreed by FOL and the

Redeveloper. Days required for load-in, rehearsal, prep, set-up, cueing, strike, load-out, etc. in support of FOL Events ("Support Dates") shall not count as FOL Dates.

- b. FOL will schedule Support Dates when booking Event Dates. FOL and the Redeveloper shall mutually agree in good faith on equitable procedures by which FOL will schedule needed Support Dates while minimizing to the extent practicable conflicts with the Redeveloper's bookings, and vice versa. In the event the Loew's is not otherwise booked for an event and the desired use would be within thirty (30) days, FOL shall be permitted to use such dates as additional Support Dates for rehearsal, prep, set-up, cueing, strike, load-out, etc. provided that: (i) such use will not otherwise interfere with the Redeveloper's operations or events; (ii) FOL shall be responsible for all actual costs incurred by the Redeveloper in relation to such use by FOL; and (iii) there is a maximum of two (2) such days for each FOL Event.
- c. FOL and the Redeveloper shall mutually agree on equitable distribution of FOL Dates throughout the year, which shall include equitable amounts of Thursdays, Fridays and weekends, reflecting to the extent practicable FOL's historical event scheduling.
- d. The "Meet Santa" event which FOL has presented in the Loew's on a weekend day in December, and which the City has co-sponsored annually for 25 years is an important community event that shall be continued substantially in the same form and format it has functioned in since inception. This event shall NOT be deducted from the event count allotted to FOL.
- e. Additional Dates.
  - i. If, FOL would like to confirm additional Friday or Saturday dates on 40 days or less notice and the date is not currently confirmed with an event, FOL may request to hold that date. The Redeveloper shall use its discretion to reasonably determine whether to grant such request and, if granted, whether the date will count toward the total FOL dates allotted for the year.
  - ii. If, FOL would like to confirm an additional date other than on a Friday or Saturday on 40 days or less notice and the date is not currently confirmed with an event, FOL may request to hold that date. The Redeveloper shall grant such request and, if granted, the date will not count toward the total for the Event Pool that the event occurs in.
- f. No Roll-over. If FOL fails to utilize any FOL Dates in a calendar year, such dates will expire and may not be carried over into another year.
- g. FOL shall not book, nor attempt to book, any FOL Events which may reasonably be deemed to compete with the Redeveloper's rights. FOL agrees to use its best efforts to foster communication and cooperation between FOL and the Redeveloper in order to eliminate, to the extent possible, FOL Events which may reasonably be deemed to compete with the Redeveloper's rights. The Redeveloper agrees to work

cooperatively with FOL with regard to the holding of FOL Events. In the event FOL is uncertain whether or not it has the right to book a FOL Event, it shall discuss the nature of the proposed FOL Event with the Redeveloper and both parties shall reasonably determine whether or not the proposed FOL Event competes with the Redeveloper's rights. FOL shall not submit any offers for events other than FOL Events.

h. Subject in all instances to the provisions of this Paragraph 2 set forth above, the Redeveloper shall retain final approval authority over all scheduling of FOL Events.

- 3) Concessions: FOL will have the right to conduct concession sales, using FOL personnel or volunteers (third party concessionaires are prohibited), at FOL Events; subject to the following:
- a. For FOL Events with up to 750 attendees, FOL shall have concessions exclusivity;
  - b. For FOL Events with 751 or more, both the Successful Respondent's concessionaire and FOL shall have the right to conduct concessions services.
- 4) Ticketing: FOL will utilize the Successful Respondent's ticketing system for FOL Events, which will include all standard service charges, order fees, credit card fees, and shipping fees conditioned up the following: for FOL Events with ticket prices from: (i) \$0 - \$15 per ticket, the service charge will be waived; and, (ii) \$15.01 – \$30.00, the service charge will be discounted to \$3.00 per ticket and the order fee will be waived. Every five years from the re-opening of the Loew's, the foregoing ticket prices and service charge in (ii) will increase ten percent (10%). For clarity, applicable credit card and shipping fees shall be charged for all FOL Events. The Redeveloper will provide to FOL, to the extent permitted by law, and subject to a separate agreement relating to such law, information collected by FOL as to the identity, email addresses and other contact information for purchasers of tickets to FOL Events. Responses will be viewed more favorably that provide larger reductions in, or elimination of ticketing fees and charges for FOL events.
- 5) Concession, Ticket and Merchandise Revenue: For each FOL Event, should be entitled to (i) ticket sales revenue, less applicable charges and fees and taxes (if any); (ii) gross concessions revenue for permitted concessions conducted by FOL less reimbursable costs, if applicable, to the Successful Respondent as described herein; and (iii) gross revenue from sales of merchandise sold by FOL.
- 6) Volunteers: FOL shall have the right to utilize FOL volunteers to conduct concession and merchandise sales, usher, and perform various other front of house and production duties at FOL programming, and to maintain an information booth at FOL's and the Successful Respondent's programming (subject to any written restrictions imposed by an artist on a case-by-case basis). All FOL staff and volunteers will be insured. Six comps to the Successful Respondent's shows will be provided to FOL by the Successful Respondent for distribution by FOL management as part of volunteer retention, recruitment and management, provided each is used only by the person to whom it is given, with no ability to re-sell to a third party. A member of FOL's executive staff will be on site whenever

FOL volunteers are present. The Successful Respondent and FOL will agree on a code of conduct and dress for FOL volunteers. FOL is responsible for the acts and omissions of any such volunteers and shall indemnify, defend and hold harmless the Successful Respondent.

7) Historic Preservation: FOL shall work with the Redeveloper and HMR Architects to plan and regular cleaning and maintenance procedures, repairs, scheduled renewal and restoration work, and any eventual reconstructions, replacements, additions, etc. in order to ensure appropriateness with regard to historic preservation concerns, and generally ensure all necessary compliance with historic preservation best practices, codes and regulations regarding the Loew's. FOL may conduct inspections of the interior and exterior for signs of wear, damage, deterioration and concerns arising from preservation. All findings by FOL shall be shared with the Successful Respondent, the City and the JCRA.

8) Historic Stewardship: FOL will be the stewards of the Loew's history. This includes being responsible for archiving photos, documents, artifacts, oral histories, etc., maintaining the FOL website, brochures, and all written/published materials relating to the Loew's history. FOL will be granted access to document all renovation, restoration and alteration work at the Theatre. The Successful Respondent will work with FOL to create a record of all of the Successful Respondent's programming at the Loew's. FOL will run a program of volunteer-based scheduled preservation maintenance that will include careful cleaning of finishes and fixtures, and touch-up of decorative paint and plaster. All such work will be prescribed and overseen by the historic preservation architect for the Loew's, in consultation with appropriate conservation specialists, and will include appropriate training for all volunteers. The Successful Respondent has the right to request modification of any work procedure it reasonably believes to pose a safety risk to volunteers, the Successful Respondent's staff, patrons or others, or the Loew's. The Successful Respondent and FOL shall work in good faith to mutually agree upon such modification. Renovation work shall be conducted in a manner that does not materially interfere with scheduled events at the Loew's and will coincide with other regularly scheduled theater maintenance.

9) Projection Booth: Existing projection booth equipment will be retained and FOL is responsible for the maintenance thereof. No changes to the existing projection booth equipment or that adversely and materially affect the operations of the existing projection booth equipment shall be made without FOL's reasonable approval. FOL may acquire, at FOL's cost and expense, additional equipment related to the presentation of 16mm, 35mm and 70mm film, and various film materials and sound formats, with prior consultation and reasonable approval by the Successful Respondent as to any operational impacts that might arise from the use or storage of such equipment. Future acquisition, installation and maintenance of projection booth equipment to meet then-modern technical requirements for the presentation of digital and future cinema formats shall be mutually agreed by FOL and the Successful Respondent. Acquisition and installation of any additional non-cinema equipment in the projection booth by the Redeveloper shall be subject to prior consultation with and reasonable approval by FOL and shall not negatively impact FOL's cinema projection capabilities.

10) Office and Storage Space: FOL shall have office and storage space in and around the former retail/commercial space adjacent to the Loew's, subject to applicable code compliance (the "FOL Office"). The FOL Office and all rights and obligations relating thereto shall be set out in the agreements subject to the approval by the City or JCRA, as applicable. The FOL Office shall have a separate, external entrance with no direct access to the Loew's, and FOL will have 24 hour access, 365 days a year to it. FOL and the Redeveloper may mutually agree on an alternate location within the Loew's for the FOL Office subject the approval of the City or JCRA as applicable.

11) Venue Access: The Successful Respondent and FOL shall coordinate in good faith to provide FOL with appropriate access to the Loew's at such times as are reasonably necessary for FOL to appropriately plan FOL programming and conduct permitted FOL activities, including to conduct historic tours, load-in/load-out for FOL Events, and carry out preservation-related maintenance and renovations. FOL will have limited or no access, as reasonably determined by circumstances, to the stage, dressing room area, and other mutually defined areas while such areas are being set up or being loaded in or out for other productions. The Successful Respondent will use reasonable efforts to accommodate occasional need by FOL for unexpected or last-minute access.

12) Promotion: The Successful Respondent will promote FOL Events on its website and social media accounts and FOL will list the Successful Respondent's event dates on the FOL website and social media accounts. Each will have links to listings on the other's website, and the Successful Respondent will also include links to info about FOL and to info provided by FOL about the Loew's history.

13) Use of Name, Photos, Etc. of Loew's By FOL: FOL shall be able to: use the name "Loew's Jersey Theatre", "Landmark Loew's Jersey Theatre", and similar permutations in publicity for promotional and fundraising purposes. Similarly, FOL shall be able to reproduce photos and also elements of the Loew's (e.g., castings of relief elements in the Loew's ornamentation, the clock, etc.) and produce T-shirts, mugs, bags, etc. with the Loew's name and image to sell or to give in relation to donations, all to raise money to support FOL's mission-related activities.

14) Naming Opportunities For Fundraising: The Successful Respondent will cooperate with permitting the installation of plaques in the Loew's, installed in accordance with relevant preservation guidelines, if any, as part of any "naming" fundraising campaign the Successful Respondent, FOL and the City mutually agree on. The Successful Respondent, FOL and the City agree that the name "Loew's Jersey Theatre" shall not be changed, alienated from the building, or otherwise discontinued from use.

15) Loew's Marquee: The Successful Respondent will cooperate with FOL in continuing to use the Loew's marquee for periodic civic-oriented messages (by way of example, congratulations to local graduating classes which lost out on graduation ceremonies due to the COVID-19 emergency, or tributes to community leaders who have passed away).