



**International Council of Shopping Centers**

*in cooperation with the*

International Economic Development Council

*and local partners*

Downtown New Jersey

National Association of Industrial and

Office Properties - NJ Chapter

New Jersey Apartment Association

New Jersey Association of Counties

New Jersey League of Municipalities

New Jersey Retail Merchants Association

New Jersey State Economic

Development Authority

New Jersey State Office of Smart Growth

Port Authority of New York and New Jersey

Regional Business Partnership

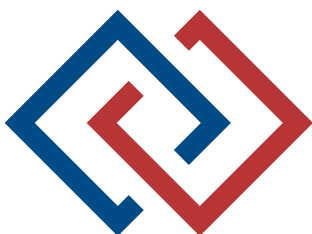
*presents the*

## **NEW JERSEY ALLIANCE PROGRAM**

**Berkley Carteret Oceanfront Hotel**

**Asbury Park, NJ**

**Tuesday, October 11, 2005**



# **ALLIANCE PROGRAM**

**RETAIL DEVELOPMENT THROUGH PUBLIC/PRIVATE PARTNERSHIPS**

# NEW JERSEY

October 11, 2005

Berkley Carteret Oceanfront Hotel ♦ Asbury Park, NJ



## **TUESDAY** **October 11, 2005**

### CONFIRMED PANELISTS INCLUDE:

Frank Banisch, Banisch & Associates  
Honorable Jim Cahill, Mayor  
City of New Brunswick  
Brad Campbell, Commissioner, NJ  
Department of Environmental Protection  
Anthony "Skip" Cimino, Schoor DePalma  
Marge DellaVecchia, Executive Director,  
NJ Housing & Mortgage Finance Agency  
Richard Franklin, Advance Realty Group  
Patrick Gillespie, NJ Smart  
Growth Ombudsman  
Robert Goldsmith, Downtown New Jersey  
Thomas Jay Hall, Sills Cummis  
Fred Heyer, Heyer & Gruel  
Honorable John Inglesino, Freeholder,  
County of Morris  
George Jacobs, Jacobs Enterprises  
Richard Johnson, Matrix Development Group  
Jack Kanarek, Senior Development Director,  
NJ Transit  
Honorable Jim Kennedy, Mayor, City  
of Rahway  
Ronald Ladell, Avalon Bay Communities  
Tim Lizura, NJ Economic  
Development Authority  
Edward McManimon, McManimon  
& Scotland  
Maura McManimon, Executive Director,  
NJ Office of Smart Growth  
Tom Michnewicz, Advance Realty Group  
Christopher Paladino, New Brunswick  
Development Corporation  
Dave Roberts, Schoor DePalma  
Joe Rutch, Executive Director, Bergen  
County Community Development  
Stephen Santola, Woodmont Properties, LLC  
Joel Schwartz, Landmark Communities

### ◆ **REGISTRATION**

7:30 am – 3:30 pm

### ◆ **CONTINENTAL BREAKFAST SERVED**

7:30 – 8:30 am

### ◆ **WELCOME AND INTRODUCTION TO THE PROGRAM**

8:30 – 8:45 am

**TED ZANGARI, ESQ.**

ICSC 2005 New Jersey Alliance Program  
Planning Committee Co-Chair  
Sills Cummis Law Firm  
Newark, NJ

### ◆ **MAYOR'S GREETING AND INTRODUCTION OF KEYNOTE SPEAKER**

8:45 – 9:00 am

**HONORABLE KEVIN G. SANDERS**

Mayor  
City of Asbury Park  
Asbury Park, NJ

### ◆ **BREAKFAST KEYNOTE PRESENTATION**

9:00 – 9:30 am

**"A Look into the Future –  
Transportation as New Jersey's  
Economic Engine for the  
21st Century"**

**HONORABLE ROBERT MENEDEZ**

United States Congressman  
13<sup>th</sup> District - NJ  
Washington, D.C.

### ◆ **GENERAL SESSION**

9:30 am – 12:15 pm

**"Strange Things Happened on the  
Way to Redeveloping Edgetown,  
New Jersey"**

MODERATOR:

**HONORABLE ADAM J. ZELLNER**

Executive Director  
New Jersey Highlands Commission  
Trenton, NJ

### ◆ **LUNCHEON SERVED**

12:30 – 1:00 pm

### ◆ **GOVERNMENT RELATIONS UPDATE**

1:00 – 1:15 pm

**HERBERT L. TYSON**

Staff Vice-President, State and Local  
Government Relations  
International Council of  
Shopping Centers  
Washington, D.C.

### ◆ **LUNCHEON KEYNOTE PRESENTATION**

1:15 – 1:45 pm

**"The Costly and Corrosive  
Effects of Corruption on  
Development in New Jersey"**

**HONORABLE CHRISTOPHER CHRISTIE**

U.S. Attorney for the District of New Jersey  
Newark, NJ

### ◆ **RETAILER SHOWCASE**

1:45 – 2:30 pm

MODERATOR:

**DAN GELLER**

Schultz Organization  
Woodbridge, NJ

### ◆ **DEVELOPMENT OPPORTUNITIES FORUM**

2:30 – 3:30 pm

Local government and community  
representatives that have development  
opportunities will be able to utilize table-  
top exhibits to showcase their sites and  
communities to attending retailers  
and developers. A limited number of  
free exhibit tables are available to  
representatives of local and community  
economic development organizations.  
Complete the attached table request  
form to reserve a table.

### ◆ **MEETING ADJOURNS**

3:30 pm

# "STRANGE THINGS HAPPENED ON THE WAY TO REDEVELOPING EDGETOWN, NEW JERSEY"

## BACKGROUND

Our hypothetical redevelopment site is a five acre parcel in Edgetown (named for former NJ Governor Walter Edge) a transitional, working-class community between Newark and the suburbs. There are 25 existing homes, a small garden apartment-style building containing a dozen or so residential tenants, and an equal number of commercial tenants disbursed throughout the site, mostly on the ground floor of buildings or in small one story buildings. The site is "parking challenged". All properties within the zone are current on their property taxes and, while there is some blight, most properties are in decent condition. A church is located at the edge of the site. Three crafty developers, sensing the redevelopment potential of the site, have taken options on various parts of the site. The mayor was just elected on a pro-redevelopment platform and thinks he has a mandate for change; however, a majority of the town council leans against the redevelopment project. Finally, litigation was recently instituted against the town by some existing landowners who are claiming inverse condemnation as a result of the mayor's actions.

## ACT ONE — VISIONING: Building Community Support; Creating a Workable Plan

- ◆ The mayor commissions a well-known, out-of-state planner, I.V. Tower, PhD, AICP, the principal of Never Been Built Associates, who hails from Utopia Polytechnic Institute, where he is a full-time professor. He's well-known for beautiful but unworkable reuse designs.
  - ◆ True to his reputation, Professor Tower designs a magnificent mixed-use project that contemplates 50,000sf of retail (with gourmet restaurants and high-end retailers), 25,000sf of office, a boutique hotel, and 100 age-restricted housing units, with rent control and a 20% COAH set-aside. There's also a giant parking deck that would solve the parking problems of half the town, vast amounts of newly created parkland, and a new public library to replace the ancient one across town.
  - ◆ Caught up in the moment, the mayor schedules a press conference to announce his grand plan for redevelopment. He promises no "special tax breaks or subsidies" for the project and boasts that "some lucky developer" will gladly finance construction of the new town library for the "privilege" of being designated as project redeveloper.
  - ◆ The planning board, appointed by the mayor, begins hearings on whether the area is in need of redevelopment. Community opposition is muted due to the something-for-everyone nature of the plan promised by the mayor.
  - ◆ The planning board unanimously declares the area in need of redevelopment. The council, sensing community support, goes along and adopts a resolution declaring the site an "area in need of redevelopment."
- ◆ Shortly thereafter, the planning board prepares and the council adopts a redevelopment plan that is mostly consistent with the mayor's vision.
  - ◆ The town puts out a Request for Interest (RFI) produced by an out-of-town consultant.
  - ◆ In an attempt to keep down costs, the town decides to charge developers for the RFI packet.
  - ◆ Notwithstanding these ominous signs, a few developers ultimately respond to the RFI, including an impressive presentation by a joint venture company—Capable Development Corp.—comprised of three sizable developers, one residential, one retail, one office, each playing to its core competency.
  - ◆ Capable Development spends nearly \$100,000 on its response. But to its amazement, it gets "short-listed" along with Louis Lugnuts, a friend of the mayor, whose claim to fame is a five-unit townhome project that has been the subject of much controversy over shoddy construction, and Major REIT Co., a well-respected national office park developer with no mixed use expertise or JV partners but lots of hired guns on its side. Mr. Lugnuts is one of the parties who has options on parts of the site. He also owns a few small parcels on the site.
  - ◆ The three short-listed companies are invited to respond to a Request For Proposal (RFP).
  - ◆ Capable agonizes over whether or not to spend more money on this project. Capable's VP of Development is getting immense pressure within his company to pull the plug.

## ACT TWO — THE ENTITLEMENTS PROCESS

- ◆ All three short-listed companies respond to the RFP. Capable and Major REIT each spend well over \$200,000 on very impressive proposals. Mr. Lugnuts, feeling overwhelmed by the qualifications of his two giant competitors despite his own close ties to town hall, teams-up with another local homebuilder, Joe Handyman. The Lugnuts/Handyman proposal includes virtually every aspect of the town's concept. Major REIT, on the other hand, omits several aspects of the town's concept without explanation and embellishes its obviously limited mixed-use or urban renewal experience. Capable's proposal is straight-forward and honest: it politely sets aside major aspects of the town's concept and candidly explains why they are not financeable and/or buildable. Capable proposes a practical alternative redevelopment project that any objective real estate professional would deem the most appropriate concept for the site and the community.
- ◆ Lugnuts/Handyman are designated the redeveloper. They are invited to negotiate a developer's agreement with the town.

- ◆ After many months of amateurish negotiations and despite their connections, Lugnuts and Handyman are overwhelmed by the harsh realities of the finance, design and construction impediments inherent in the mayor's plan they had swallowed whole. They withdraw their designation. The mayor is devastated. The council members begin to distance themselves from what they now refer to as the "mayor's idea".
- ◆ The mayor places frantic calls to Capable and Major REIT. The project manager for Major REIT tells the mayor where he can go. Capable, on the other hand, says "let's talk".
- ◆ Capable is designated the new redeveloper, contingent upon the execution of a new redeveloper agreement with the Town.
- ◆ Capable proceeds to negotiate a developer's agreement with the town. Capable proposes that its obligations to proceed under the redeveloper agreement will be contingent upon the town's adoption of a revised redevelopment plan providing for 250 market rate condominiums/apartments, 35 low and moderate income apartments, which will be available for the relocation of any homeowners or tenants dislocated by the redevelopment, 20 market rate townhomes and 50,000 square feet of neighborhood retail space. This plan also provides for a combination of surface and structured parking to meet the needs of the site. Capable also proposes long term tax abatements for the site and a RAD to fund the parking improvements, financed by the PILOTs from the long term tax exemption. The council goes ballistic and talks about Capable getting rich on the backs of the taxpayers.
- ◆ After another year of negotiations, the council agrees that Capable will get a tax abatement for the retail and low and moderate income portion of the project only. The town will not implement a RAD. However, Capable's obligations to perform the Redeveloper Agreement are conditioned upon the council adopting the redevelopment plan proposed by Capable with an additional 50 market rate flats and 3 more townhomes.
- ◆ The hearings on the new redevelopment plan are protracted and contentious. Neighborhood opposition lead by John Gadfly and Pastor Something Fore Nothing is shrill and effective. Professor I.V. Tower comes to the hearings and testifies that Capable has ruined his plan.
- ◆ After another year, the council finally adopts a revised redevelopment plan which provides for a community center run by the church and a reduced but barely profitable unit yield. Gadfly forms a neighborhood association "No Progress is Fine by Us" (NPFU) and hires the attorney Local Hack to challenge the redevelopment plan.
- ◆ After nine months, Capable and the town prevail on a successful motion for summary judgment.
- ◆ Capable then reluctantly starts to prepare its plans and applies to the planning board for approval of its project. However, Gadfly and his group have now swayed people against the redevelopment plan and the three council members who voted for the plan are voted out of office. The mayor, who is up for re-election next year, is nervous and jerky.
- ◆ The planning board turns down Capable's conforming application.
- ◆ As Capable is about to file suit, it receives a letter from the Historic Preservation Office of NJDEP. Gadfly has informed the HPO that the site contains the ruins of the home of Dastardly Coward, a deserter from the Continental Army. The local Hysterical Society is in a tizzy. Accordingly, the town cannot condemn three vital properties in the zone without performing a Phase 3 Historic Preservation study which will cost \$250,000 and take another year.
- ◆ It is also discovered that a newly-minted liquor license has not been issued in the town in twenty years, given the lack of population growth, and the last license re-sold on the open market for nearly \$500,000. In addition, the State Board of Public Utilities has advised that the local utility provider will not be permitted to pass along the costs of vital on-site electric infrastructure improvements to all ratepayers in its territory; either the redeveloper or the town will have to bear these costs.
- ◆ Meanwhile, the housing market has taken a downward turn and Capable's pro forma no longer works.
- ◆ Capable fires its V.P. for Development and walks away from the project.

### **ACT THREE — PUBLIC-PRIVATE PARTNERSHIP: A HAPPY ENDING**

- ◆ The mayor's race turns into a three-person race: the incumbent mayor is challenged by Gadfly, who blames the mayor for creating the whole costly mess in the first place, and a smart, young planning board member—John Whippersnapper—who voted against the redevelopment effort from the start, not because he opposed redevelopment but because he felt the mayor was making "textbook" mistakes from the get-go by not first reaching out to the community for input on what the community wanted and then to the development community to determine whether the community's desires were feasible financially and construction-wise. Whippersnapper also lambasted the mayor for making matters worse by hiring "out-of-town academic pinheads who don't have a clue" and by initially awarding the project to two of his cronies, Lou Lugnuts and Joe Handyman. And he criticized his council colleagues for recently adopting the revised redevelopment plan, which he called "woefully unimaginative".
- ◆ Whippersnapper wins the election and vows to pursue the original Capable development plan, promising "a public-private partnership that will be a model for the State of New Jersey".
- ◆ Mayor Whippersnapper convinces the CEO of Capable to come back to the negotiating table. Capable agrees and rehires its former V.P. for Development.
- ◆ The project works with and around the historic site and is a giant success for the reasons our panelists will now explain.

# NEW JERSEY



October 11, 2005

Berkley Carteret Oceanfront Hotel ♦ Asbury Park, NJ

## REGISTRATION FORM

### ◆ HOW TO REGISTER

**FAX:** (732) 694-1800

*Credit card registrations only*

**ONLINE:** [www.icsc.org](http://www.icsc.org)

*Credit card registrations only*

**MAIL:** International Council of Shopping Centers

P.O. Box 26958

New York, NY 10087-6958

### ◆ REGISTRATION FEE

	ADVANCE	ON-SITE
<b>MEMBER:</b>	\$150	\$180
<b>NON-MEMBER:</b>	\$175	\$205
<b>PUBLIC OFFICIAL*:</b>	\$ 95	\$125

*\*Public officials include government officials, economic development agencies and non-profit community groups.*

**• Vouchers presented by Public Officials will be accepted as a form of payment on-site ONLY. If you plan on presenting a voucher, you must contact Ester Prince at 646-728-3647**

**You will also receive a complimentary copy of Market Research for Shopping Centers.**

### ◆ DEADLINES

To be listed in the Meeting Attendees List, you must register by **September 27, 2005**.

To qualify for the advance registration fee, your registration must be received by

12:00 noon EST **September 27, 2005**

### ◆ CANCELLATIONS

All cancellations will be subject to a \$25 cancellation fee. No refunds will be given for cancellations received after **September 27, 2005**. All requests for refunds must be received by ICSC in writing.

### ◆ HOTEL RESERVATIONS

Rooms are available at:

**BERKELEY CARTERET OCEANFRONT HOTEL**

1401 Ocean Avenue

Asbury Park, NJ 07712

Please call (732) 776-6700 for reservations and directions.

### ◆ AIRFARE/CAR RENTAL SAVINGS

The ICSC Travel Desk has secured special airline and car discounts for attendees. For current prices and availability please contact us at (888) ICSC-TVL (427-2885) ext. 417 or (585) 442-8856 from 8:00 am to 5:30 pm EST, Monday through Friday. Not staying over on a Saturday? No problem, give us a call.

### ◆ CONTINUING EDUCATION

**SCSM/SCMD:** 1 Credit; **CLS:** 1 Credit

### ◆ SPECIAL NEEDS

Anyone desiring an auxiliary aid for this meeting should notify Ester Prince, at (646) 728-3647 by **September 27, 2005**.

I authorize ICSC to send me announcements, via mail, fax, e-mail, phone or otherwise about ICSC programs and services that may be of interest to me or my colleagues.

PLEASE CHECK ONE:  ICSC Member  Non-Member  Public Official\*

Name

Company

Address

City

State/Province

Zip/Postal Code

Telephone

Fax

E-mail Address

Your membership I.D.#

Please check here if any of the above information has recently changed.

### ◆ METHOD OF PAYMENT

Check or money order made payable to ICSC enclosed for \$ \_\_\_\_\_

MasterCard  Visa  AMEX  Discover \$ \_\_\_\_\_

NAME (as it appears on credit card)

SIGNATURE

CREDIT CARD NUMBER (include all digits)

EXPIRATION DATE (month/year)

**PROGRAM PLANNING COMMITTEE**

**BETH R. GORIN**

ICSC 2005 New Jersey Alliance Program  
Planning Committee Co-Chair  
ICSC 2005 Northern New Jersey State  
Alliance Co-Chair  
Bergen County Economic  
Development Corporation  
Hackensack, NJ

**TED ZANGARI, ESQ.**

ICSC 2005 New Jersey Alliance Program  
Planning Committee Co-Chair  
ICSC 2005 Northern New Jersey State  
Alliance Co-Chair  
Sills Cummis Law Firm  
Newark, NJ

**NANCY J. ADAMS**

Downtown West Orange Alliance

**VIVIAN BAKER**

New Jersey Transit

**HON. PAUL J. CAMELLA**

ICSC 2005 Northern New Jersey State  
Government Relations Committee  
Co-Chair  
Councilman, Borough of Woodcliff Lake  
Basser-Kaufman

**MICHAEL DARCY**

New Jersey League of Municipalities

**DAN EMMER**

New Jersey Association of Counties

**MICHAEL FABRIZIO**

Morristown Downtown Partnership

**CONOR G. FENNESSY**

New Jersey Apartment Association

**MICHAEL FRANCOIS**

Port Authority of New York and  
New Jersey

**JOEL FREISER**

City of Newark—Office of Urban  
Enterprise Zone

**MARTIN P. GOLD**

Pinnacle Communities

**GEORGE JACOBS**

Jacobs Enterprises, Inc.

**RICHARD JOHNSON**

Matrix Development Corporation

**STUART KOPERWEIS**

S3X Associates

**MAURA K. McMANIMON**

New Jersey Office of Smart Growth

**TOM MICHNEWICZ**

Advance Realty Group

**LORELEI N. MOTTESE**

Shop Rite/Wakefern Food Corporation

**NICHOLAS ROMAGNOLI**

R.J Brunelli & Co., Inc.

**NICOLE ROYLE**

New Jersey Economic  
Development Authority

**STEPHEN SANTOLA, ESQ.**

Woodmont Properties, LLC

## DEVELOPMENT OPPORTUNITIES TABLE REQUEST FORM

### ◆ CONTACT

Ester Prince  
Tel: (646) 728-3647  
Fax: (732) 694-1747  
eprince@icsc.org

### ◆ WHEN

October 11, 2005  
2:30 – 3:30 pm

### ◆ WHO QUALIFIES

Representatives of state and local governments, economic development agencies and non-profit community groups registered for the Alliance Program.

### ◆ WHAT

An opportunity designed for local government and community representatives to showcase their communities and available sites and discuss development opportunities with attending retailers and developers. Be prepared to provide concise information about the site, the demographics of its market area, traffic counts, infrastructure, zoning and any incentives attached to the project.

### ◆ INCLUDES

- 6' x 30" draped table
- 2 chairs
- Company Sign

### ◆ COST

Complimentary to all qualified and fully registered attendees. Each person who is working at the table must be a paid registrant for the meeting.

### ◆ PLEASE RETURN TO:

Ester Prince  
ICSC  
1221 Avenue of the Americas, 41st Floor,  
New York, NY 10020-1099  
Tel: (646) 728-3647

### ◆ GUIDELINES

- Exhibit must not hang over the edge of the table.
- Exhibit must not rise more than 3' above the table.
- No floor easels.
- No electrical equipment.
- No balloons.
- One table per city, county, township, or municipality.

### ◆ DEADLINE

In order to be listed in the Development Opportunities Forum Exhibitors Directory, ICSC must receive your table request by **September 27, 2005**.

### ◆ AVAILABILITY

Tables are confirmed on a first-come, first-served basis. Sending in this Request Form does not guarantee you a table.

### ◆ NOTIFICATION

You will receive a written Table Confirmation from ICSC two weeks prior to the meeting. If you do not receive a letter regarding the status of your request, contact the meeting planner listed to confirm.

---

Name

---

Company

---

Address

---

City

State/Province

Zip/Postal Code

---

Telephone

Fax

---

E-mail Address

Your membership I.D.#

### CHECK ALL THAT APPLY:

- We are public officials representing a government or non-profit agency.
- We have registered for the Alliance Program.
- We will notify ICSC immediately if we must cancel.



INTERNATIONAL COUNCIL OF SHOPPING CENTERS

1221 Avenue of the Americas ♦ New York, NY  
10020



# ALLIANCE PROGRAM

RETAIL DEVELOPMENT THROUGH PUBLIC/PRIVATE  
PARTNERSHIPS

*Attendees will receive a complimentary copy of **Market Research for Shopping Centers***

## FEATURING

U.S. Attorney Christopher Christie,  
Congressman Robert Menendez and a  
panel discussion of "Strange Things  
Happened on the Way to Redeveloping  
Edgewater, New Jersey."