
Thomas Paciorkowski, Esq.
102 Lord Avenue
Bayonne, N.J. 07002

December 12, 2025

StateHouse.Commission@treas.nj.gov
State House Commission c/o Department of the Treasury
125 West State Street
Trenton, New Jersey 08625

Re: Opposition to Agenda Item – Proposed 60-Year Lease of Liberty Landing Marina,
Liberty State Park

Attachments: Exhibit A – 1996 Liberty State Park Marina Lease
Exhibit B – 2010 Lease Assumption Agreement

Dear Members of the State House Commission:

I am writing to respectfully oppose the proposed 60-year lease of Liberty Landing Marina at Liberty State Park that is scheduled for consideration at the Commission's upcoming meeting on Monday.

I submit this letter to urge the Commission to pause, defer, or decline action on the proposed lease until serious and unresolved legal defects concerning the prior 2010 lease agreement are fully investigated and addressed.

The proposed 60-year lease incorrectly proceeds on the premise that the State of New Jersey is already obligated to construct, replace, or finance the marina bulkhead—an obligation that derives solely from the 2010 lease agreement and is central to the structure and economics of the proposed lease. That premise appears wrong because the 2010 Agreement never received required State House Commission approval and may be legally unenforceable and incapable of imposing any bulkhead obligation on the State at all.

I. Why the 2010 Agreement Matters Today

The proposed 60-year lease relies on, and assumes the validity of, a 2010 Agreement involving the Liberty Landing Marina lease.

That 2010 Agreement is critically important because it is the first time the State of New Jersey assumed responsibility for the marina bulkhead (the shoreline structure supporting the marina). Prior to 2010, that responsibility rested with the private marina operator.

Today, the Department of Environmental Protection estimates that replacing the bulkhead will cost in excess of \$60 million.

In short:

1. Before 2010, the State had no obligation to build or maintain the marina bulkhead.
2. In 2010, the State purported to assume that obligation through the lease assumption agreement.
3. That purported obligation now represents tens of millions of dollars in potential State exposure.

II. The 2010 Agreement Was Never Approved by the State House Commission

I confirmed directly with the Department of the Treasury, Division of Property Management and Construction, that:

1. The 2010 Agreement was not placed on any State House Commission agenda in 2010.
2. It was not placed on the first State House Commission agenda in 2011.
3. It therefore appears the 2010 Agreement never received State House Commission approval.

This is not a technical oversight. State House Commission approval is the mechanism by which the State authorizes major property transactions and long-term financial commitments.

III. Why State House Commission Approval Was Required in 2010

The 2010 Agreement was not a routine paperwork change. It fundamentally changed the State's obligations.

By shifting responsibility for the bulkhead to the State, the agreement:

1. Created a massive new financial exposure for taxpayers;
2. Changed the economic terms of the lease in favor of the private operator; and
3. Functioned, in substance, like a new lease or re-lease of State parkland on different terms.

Under New Jersey law, State agencies cannot unilaterally bind the State to long-term property or financial obligations of this magnitude without State House Commission approval.

IV. The Green Acres Valuation Requirement (N.J.S.A. 13:1D-56)

Liberty State Park land was acquired and developed using Green Acres funds. Because of that, special protections apply.

N.J.S.A. 13:1D-56 requires that when State parkland is leased or otherwise conveyed for private use:

1. The State must determine the land's value based on its highest and best use; and
2. The State must ensure it receives fair value in return.

This valuation requirement is not limited to rent alone. It applies whenever the economic deal changes.

When the State assumed responsibility for a bulkhead now estimated to cost over \$60 million:

1. The value of the lease to the private operator increased dramatically;
2. The State's costs increased dramatically; and
3. The original 1996 valuation (if any) became obsolete.

There is no indication that any new appraisal or valuation was performed in 2010 to reflect this enormous shift in value and risk.

V. What Benefit Did the State Receive in 2010?

Critically, the 2010 Agreement does not appear to have provided the State with any new benefit that did not already exist under the 1996 lease.

There was:

1. No increase in rent;
2. No new revenue stream;
3. No added public access;
4. No reduction in lease term; and
5. No cost-sharing mechanism.

In plain terms, the State took on a massive new obligation without receiving anything new in return.

VI. Why the 2010 Agreement Affects the Proposed 60-Year Lease

The proposed 60-year lease relies on, and proceeds on the legal premise that the State of New Jersey is already obligated to construct, replace, or finance the marina bulkhead under that 2010 Agreement.

If the 2010 Agreement was never approved by the State House Commission, then it may be legally unenforceable against the State and cannot lawfully serve as the foundation for a new long-term lease. Proceeding on the assumption that the 2010 Agreement is valid would risk compounding a prior defect and exposing the Commission's action to legal challenge.

For this reason alone, the Commission should not approve a new 60-year lease until the legality of the 2010 Agreement has been fully investigated and resolved.

Moreover, if the 2010 Agreement is legally unenforceable due to the absence of State House Commission approval, the State may presently have **no lawful obligation** to construct, replace, or finance the marina bulkhead at all. In that circumstance, the proposed 60-year lease would be premised on an obligation that does not legally exist, further underscoring why Commission action at this time would be premature and improper.

VII. THE 2010 AGREEMENT’S BULKHEAD OBLIGATION WAS NEVER AUTHORIZED, FUNDED, OR IMPLEMENTED

Paragraph 49 of the 2010 Agreement provides that bulkhead construction “will start by June 30, 2012.” Bulkhead construction at Liberty State Park constitutes major capital construction on State-owned, Green Acres–encumbered land and is now estimated by the Department to exceed \$60 million. Such construction could not lawfully proceed by contract language alone; it would have required legislative appropriations, capital authorization, and State House Commission approval under the State’s established real-property and fiscal-oversight framework.

Notwithstanding the construction timetable stated in Paragraph 49, **no bulkhead construction was commenced by June 30, 2012, and to date no bulkhead construction has occurred.**

There is likewise no evidence that the Department of Environmental Protection ever sought or obtained SHC approval for bulkhead construction, nor is there any record of legislative appropriations or capital funding associated with that obligation. To the contrary, SHC agendas from 2011–2012 reflect that the Commission routinely considered DEP park, Green Acres, easement, and lease matters statewide, yet contain no reference to Liberty State Park, the marina bulkhead, or any bulkhead-related capital project.

The complete absence of SHC consideration, appropriations, and implementation activity is not a mere delay; it reflects a fundamental legal defect. Paragraph 49 contemplated an obligation that could not be executed without subsequent approvals that were never obtained. As a result, the bulkhead obligation was never operationalized and never became a lawfully authorized State commitment.

Accordingly, the 2010 Agreement cannot be treated as a valid or approved predicate for subsequent reliance. The State House Commission should not be asked to approve a new 60-year lease premised on an unapproved and never-implemented prior assumption that would have exposed the State to extraordinary financial risk.

VIII. Independent Defect:

Lack of Required Professional Valuation Under N.J.S.A. 13:1D-56

Separate and apart from the 2010 Agreement, the proposed 60-year lease suffers from an independent legal defect under New Jersey's Green Acres laws.

N.J.S.A. 13:1D-56 requires that when State parkland acquired or developed with Green Acres funds is leased for private use, the State must determine the land's value through a professional evaluation based on its highest and best use, or its intended use upon conveyance, whichever provides the greatest value to the State.

This valuation requirement exists so that the State House Commission can make an informed decision and ensure that the public receives fair value when public parkland is committed to long-term private use.

To date, there is no indication that any independent, professional appraisal or valuation of the Liberty Landing Marina property has been prepared and made public in connection with the proposed 60-year lease. Without such a valuation, the Commission lacks the factual basis required by statute to determine whether the proposed lease protects the public interest.

Accordingly, the State House Commission presently lacks legal authority to approve the proposed 60-year lease. Proceeding without compliance with N.J.S.A. 13:1D-56 would render any approval arbitrary, capricious, and contrary to law, and independently warrants deferral or denial of the proposed lease.

IX. Request to the Commission

I respectfully request that the State House Commission:

1. Defer or decline action on the proposed 60-year Liberty Landing Marina lease;
 2. Require a full explanation of how and why the 2010 lease agreement was executed without Commission approval;
 3. Require disclosure of any appraisal, valuation, or financial analysis performed in connection with the 2010 Agreement;
 4. Direct an independent investigation into the circumstances surrounding the 2010 lease agreement; and
 5. Ensure that any future lease of Liberty State Park land complies fully with Green Acres law, valuation requirements, and the Commission's oversight responsibilities.
-

X. Closing

The State House Commission exists to protect the public interest when the State undertakes long-term property and financial commitments. This is precisely such a case.

A \$60+ million obligation involving public parkland should not rest on an agreement that never received Commission approval and was never subjected to required valuation and public scrutiny.

Thank you for your attention to this matter and for your service to the people of New Jersey.

Respectfully submitted,

Thomas Paciorkowski, Esq.
