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Zoe N. Ferguson, Esq. (ID #350732020)
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08540
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*Attorneys for Plaintiffs Jeanne Daly, Polish American
Strategic Initiative, Inc., and Polish American Strategic
Initiative Educational Organization, Inc.*

JEANNE DALY, POLISH AMERICAN
STRATEGIC INITIATIVE, INC., and
POLISH AMERICAN STRATEGIC
INITIATIVE EDUCATIONAL
ORGANIZATION, INC.,

Plaintiffs,

vs.

EXCHANGE PLACE ALLIANCE
DISTRICT MANAGEMENT
CORPORATION and JERSEY CITY
PLANNING BOARD,

Defendants.

SUPERIOR COURT OF NEW JERSEY
HUDSON COUNTY
LAW DIVISION

Docket No.: HUD-L-2076-22

Civil Action

**CERTIFICATION OF ZOE N.
FERGUSON, ESQ. IN SUPPORT OF
PLAINTIFFS' ACTION IN LIEU OF
PREROGATIVE WRITS**

I, Zoe N. Ferguson, Esq., being of full age, do hereby certify as follows:

1. I am a licensed attorney and associate with the law firm of Lieberman Blecher & Sinkevich, P.C., counsel for Plaintiffs Jeanne Daly, Polish American Strategic Initiative, Inc., and Polish American Strategic Initiative Educational Organization, Inc. ("Plaintiffs") with regard to the above referenced matter.
2. A true and correct copy of a document titled "Development Application Review Staff Report," dated May 10, 2022, addressed to Planning Board Commissioners from Mallory Clark-Sokolov, PP, AICP and Tanya Marione, PP, AICP, regarding "Exchange Place Plaza Section 31 Review, is attached hereto as Exhibit A.

3. A true and correct copy of the new graphic renderings for Exchange Place Plaza are attached hereto as Exhibit B.

4. I have regularly checked the Exchange Place Alliance website since filing the complaint in this matter.

5. On or after November 29, 2022, the new graphic renderings were uploaded to the Exchange Place Alliance website under the hyperlink “Graphics Package” on the page “Capital Improvements.”

6. Selecting the hyperlink “Graphics Package” leads to a slideshow document titled “Exchange Place Jersey City, NJ Graphics Package,” with the date “11/02/2022” on the first slide.

7. Selecting “Document Properties” on the upper right-hand side of the display for this document shows the last date that the document was modified.

8. The last date the new graphic renderings document was modified is listed as November 29, 2022 at 4:28:54 p.m.

9. A true and correct copy of a screenshot of the “Document Properties” for the new graphic renderings is attached hereto as Exhibit C.

10. A true and correct copy of the site plans submitted to the Board for the Exchange Place Plaza project is attached hereto as Exhibit D.

11. A true and correct copy of the new site plans on the Exchange Place Alliance website is attached hereto as Exhibit E.

12. On or after December 7, 2022, the new site plans were uploaded to the Place Alliance website under the hyperlink “Civil Plans” on the page “Capital Improvements.”

13. Selecting the hyperlink “Civil Plans” leads to a document titled “Preliminary/Final Site Plan Exchange Place Improvements.”

14. Selecting “Document Properties” on the upper right-hand side of the display for this document shows the last date that the document was modified.

15. The last date the new site plans were modified is listed as December 7, 2022 at 4:46:57 p.m.

16. A true and correct copy of a screenshot of the “Document Properties” for the new site plans is attached hereto as Exhibit F.

17. A true and correct copy of the landscaping plans submitted to the Board for the Exchange Place Plaza project is attached hereto as Exhibit G.

18. A true and correct copy of the new landscaping plans on the Exchange Place Alliance website is attached hereto as Exhibit H.

19. On or after December 7, 2022, the new landscaping plans were uploaded to the Place Alliance website under the hyperlink “Landscaping Plans” on the page “Capital Improvements.”

20. Selecting the hyperlink “Landscaping Plans” leads to a document titled “Exchange Place Jersey City, New Jersey Landscape Architecture Plans.”

21. Selecting “Document Properties” on the upper right-hand side of the display for this document shows the last date that the document was modified.

22. The last date the new landscaping plans were modified is listed as December 7, 2022 at 5:05:46 p.m.

23. A true and correct copy of a screenshot of the “Document Properties” for the new landscaping plans is attached hereto as Exhibit I.

24. A true and correct copy of Jersey City Ordinance 20-062 is attached hereto as Exhibit J.

25. A true and correct copy of the deed conveying 1 Exchange Place (Block 14502, Lot 1) to One Exchange JC Urban Renewal, LLC (f/k/a One Exchange JC LLC), a Delaware limited

liability company, 4100 Regent Street, Suite G, Columbus, Ohio 43219, recorded at Deed Book 8834, Page 761 in Hudson County, New Jersey, February 24, 2012, is attached hereto as Exhibit K.

26. A true and correct copy of the deed conveying 15 Exchange Place (Block 14502, Lot 2) is 15 Exchange Owner LP, a Delaware limited partnership, 910 East County Line Road, Suite 202, Lakewood, NJ 08701, recorded at Deed Book 9650, Page 978 in Hudson County, New Jersey, March 18, 2022, is attached hereto as Exhibit L.

27. A true and correct copy of an article published by the Jersey Journal on NJ.com on December 1, 2022, titled “New designs for Exchange Place Plaza open up space around Katyn Memorial,” is attached hereto as Exhibit M.

28. A true and correct copy of the original graphic renderings is attached hereto as Exhibit N.

29. A true and correct copy of the transcript for the April 26, 2022 hearing is attached hereto as Exhibit O.

30. A true and correct copy of the transcript for the May 10, 2022 hearing is attached hereto as Exhibit P.

31. A true and correct copy of the New York Times article dated May 11, 2018, titled “Jersey City Argues Over a Statue, and Politicians in Poland Weigh In,” is attached hereto as Exhibit Q.

32. A true and correct copy of a Jersey Journal article dated April 30, 2018, titled “Critics slam plan to move N.J. statue commemorating Polish massacre,” is attached hereto as Exhibit R.

33. A true and correct copy of a Hudson County View article dated February 1, 2023, titled “FEC: Super PAC tied to Jersey City mayor’s expected gov run has \$6.2M cash on hand,” is attached hereto as Exhibit S.

34. A true and correct copy of a Twitter post by Mayor Steven Fulop of Jersey City, dated May 10, 2018, is attached hereto as Exhibit T.

35. A true and correct copy of an Real Estate NJ article dated February 1, 2023, titled “Panepinto, Naparstek and Elkouby join Exchange Place Alliance board in Jersey City,” is attached hereto as Exhibit U.

36. A true and correct copy of a Bloomberg News article dated June 28, 2019, titled “Jersey City’s Renaissance Puts Mayor’s Ally in a Squeeze,” is attached hereto as Exhibit V.

37. A true and correct copy of a report by Carlos Rodrigues, F.A.I.C.P./P.P., titled “Planning Report in Support of Legal Challenge to the Jersey City Planning Board’s Article 31 Review of Landscaping and Other Changes to Exchange Place in Jersey City, NJ,” is attached hereto as Exhibit W.

38. A true and correct copy of Jersey City Ordinance 18-144 is attached hereto as Exhibit X.

39. I searched the New Jersey Division of Consumer Affairs database on February 23, 2023, and found that neither Mr. Carman nor Ms. Gornelli is licensed as a professional planner in New Jersey.

40. A true and correct copy of Jersey City Ordinance 16-176 is attached hereto as Exhibit Y.

41. A true and correct copy of the letter from Don Pepe dated April 29, 2022 requesting reconsideration is attached hereto as Exhibit Z.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: February 24, 2023

/s/ Zoe N. Ferguson
Zoe N. Ferguson

Exhibit A

DEVELOPMENT APPLICATION REVIEW | STAFF REPORT

DATE :	05.10.2022
TO :	Planning Board Commissioners
FROM :	Mallory Clark-Sokolov, PP, AICP, Senior Planner Tanya Marione, PP, AICP, Division Director
CASE :	P21-142
PROJECT :	Exchange Place Plaza Section 31 Review

I. APPLICATION BACKGROUND + PROPOSAL

- **Existing Conditions:** The site is currently an open, largely un-amenitized public hardscape plaza that hosts the Memory of Katyn memorial statue. The plaza is located east of Hudson Street directly adjacent to the Hudson River Waterfront Walkway, J. Owen Grundy Park, and the Exchange Place PATH station entryways.
- **Proposed Conditions:** The site proposes a cosmetic upgrade to the existing hardscape plaza including a new pavement design, security bollards, at-grade vehicular and pedestrian striping for a designated service drive and hotel drop-off zone, several new planting beds for landscaping and trees, and the addition of several public amenities such as seating areas and tables, a playground, a bench and landscape area adjacent to the Memory of Katyn memorial statue, and an updated Citi Bike station.

II. STAFF COMMENTS

- The plan as proposed maintains the current use of the space as public pedestrian plaza and is consistent with the goals and objectives of the Jersey City Master Plan Open Space Element by accomplishing the following:
 - Enhance Every Square Inch:
 - 9. Design parks to be welcoming and accessible spaces.
 - 11. Collaborate across City agencies.
 - 14. Expand the number, mix, and distribution of programs.
 - 15. Reflect contemporary tastes and trends in parks and open spaces.
 - Strengthen Connectivity
 - 21. Install facilities proximate to parks that separate pedestrians and bicyclists from traffic as much as possible.
 - 22. Connect parks & open spaces through the city street network with fully accessible biking and walking facilities.
 - 24. Implement JC Pedestrian Enhancement Plan and Let's Ride JC Plan with a focus on access to parks and schools.
 - 25. Link to and invest in community resources close to existing or future transit stations and stops
 - Invest in A Resilient Future
 - 30. Create productive landscapes in underutilized or interstitial spaces, and along waterfront shorelines
 - 32. Expand tree coverage equitably throughout the City

CITY OF JERSEY CITY
DIVISION OF CITY PLANNING
 1 JACKSON SQUARE, JERSEY CITY NJ, 07305

- The design as proposed supports the design guidelines of the Jersey City Master Plan Open Space Element as specific to Waterfront Parks.
 - Waterfront Parks Design Guidelines:
 - A. Support Active Lifestyles

The new design maintains contiguous public access to the river while expanding programming with the addition of a new playground at the waterfront.
 - B. Make Parks Welcoming

The curbless design maintains universally accessible access throughout the plaza space and improves pedestrian and bicycle safety through striped, designated crossings between the plaza and the adjacent HBLR station and PATH entrances
 - C. Understand Community Needs

The plaza redesign has given large consideration to the space's historic use as a host site for several benchmark community events and festivals, such as the City's 4th of July celebration. The design maintains a flexible arrangement to enable Office of Cultural Affairs and community organizations/associations to utilize the site for temporary events in a flexible manner.
 - D. Highlight Unique Features

The design maintains pedestrian and bicycle access and views to the Hudson River Waterfront Walkway, the river itself, and the Owen Grundy Pier.

 - The plan as proposed is consistent with goals of the JC Walks Pedestrian Enhancement Plan
 - Policy Recommendations: (relevant to the plaza entrances at Columbus Drive and Hudson St + Montgomery St)
 - 3. Crosswalk Markings and Maintenance

All legs of signalized intersections should be marked
 - 4. ADA depressed curbs

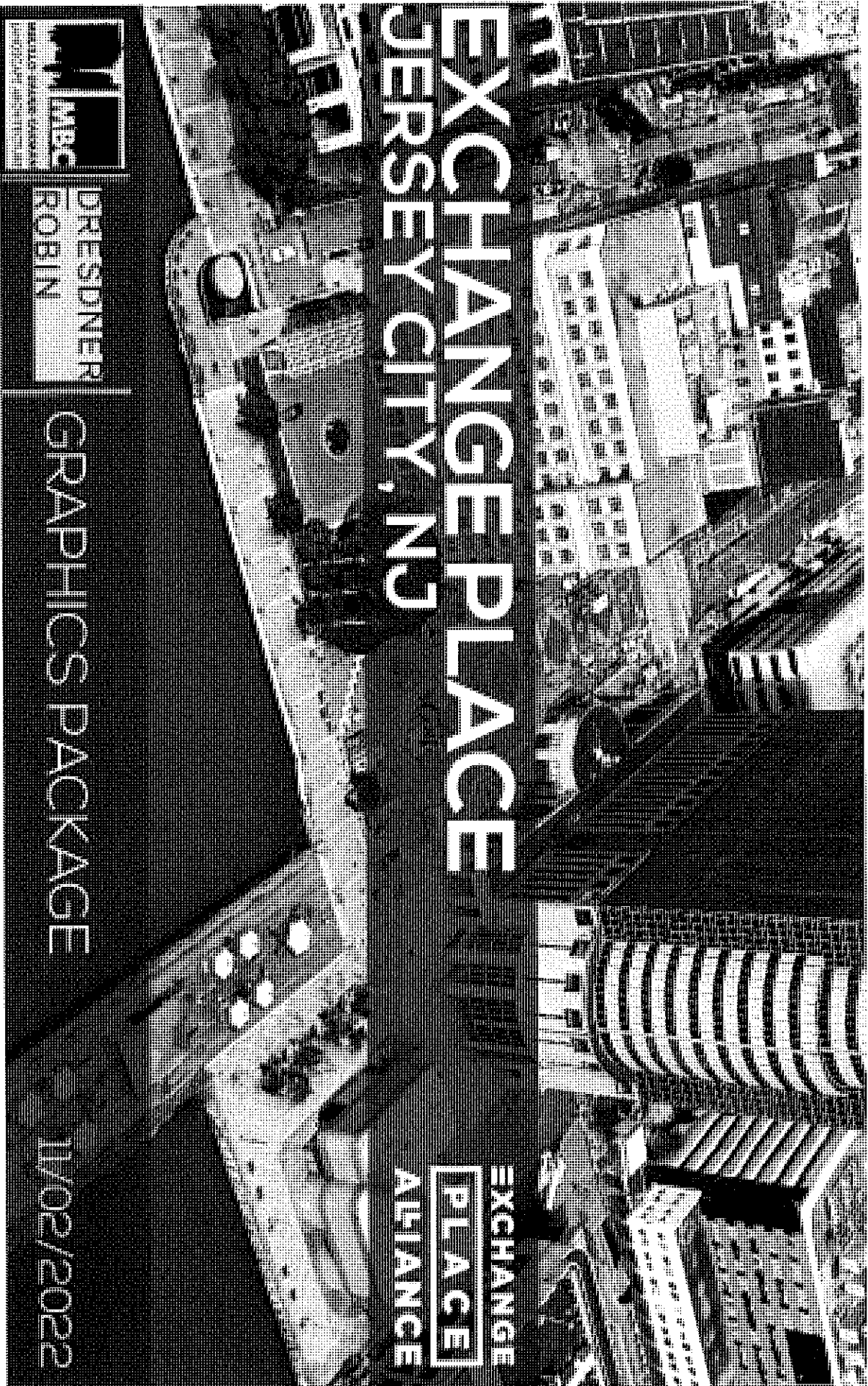
Upgrade all crossings with ADA compliant design
 - Program Recommendations: (relevant to the proposed designated hotel drop off zone)
 - 3. Curbside Management
 - 1. Implement current best-practice design treatments
 - 2. Develop a shared mobility curbside management policy including
 - g. car sharing spaces
 - h. ride hailing pick-up/drop-off zones
 - 3. Curbside Management would provide clear guidance for businesses, property owners, and Special Improvement Districts (SIDS) who would like to request appropriate alternative curbside uses

 - The plan as proposed is consistent with goals of the JC Vision Zero Action Plan
 - Design Safer Streets
 - >> Provide a permanent, 24/7 solution to dangerous, excessive and intimidating speeds
 - >> Better manage limited public space available to accommodate all users as well as parking, deliveries, and emergency services
 - >> Eliminate uncertainty as to how drivers, pedestrians, and people on bikes should interact, especially at intersections
 - >> Encourage people to walk, bike, and take transit to reduce the amount of vehicle miles travelled
- +Action items 1.5, 1.7, 1.8, 1.10 advanced

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DIVISION OF CITY PLANNING
1 JACKSON SQUARE, JERSEY CITY NJ, 07305

- Promote a Culture of Safety
 - >> Elevate the importance of safety over increasing the speed and convenience of driving
 - >> Welcome walking, biking, and transit use as essential everyday transportation modes
 - +Actions 2.14, 2.17 advanced

Exhibit B



EXCHANGE PLACE JERSEY CITY, NJ

EXCHANGE
PLACE
ALLIANCE

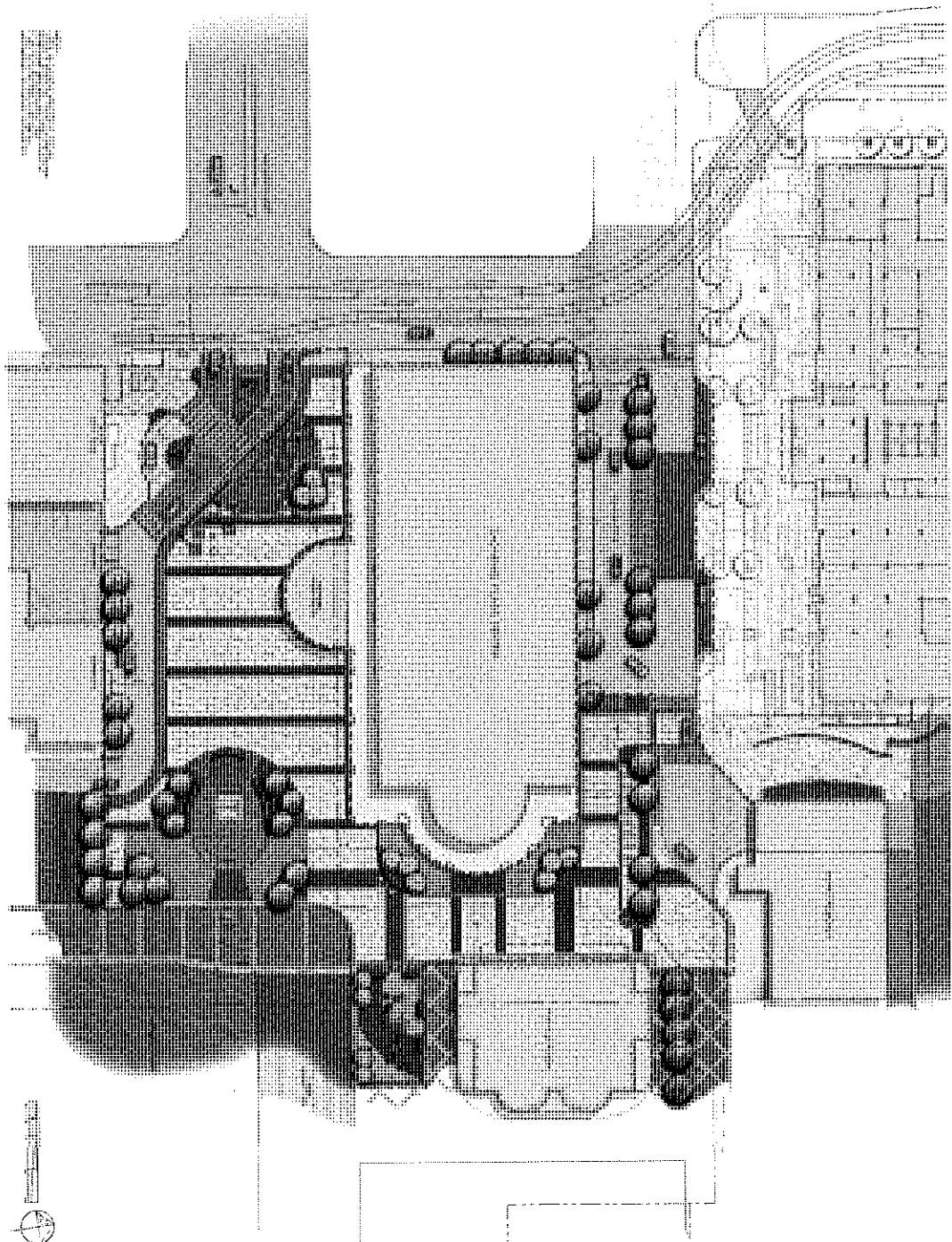
DRESIDNER
ROBIN

GRAPHICS PACKAGE

11/02/2022

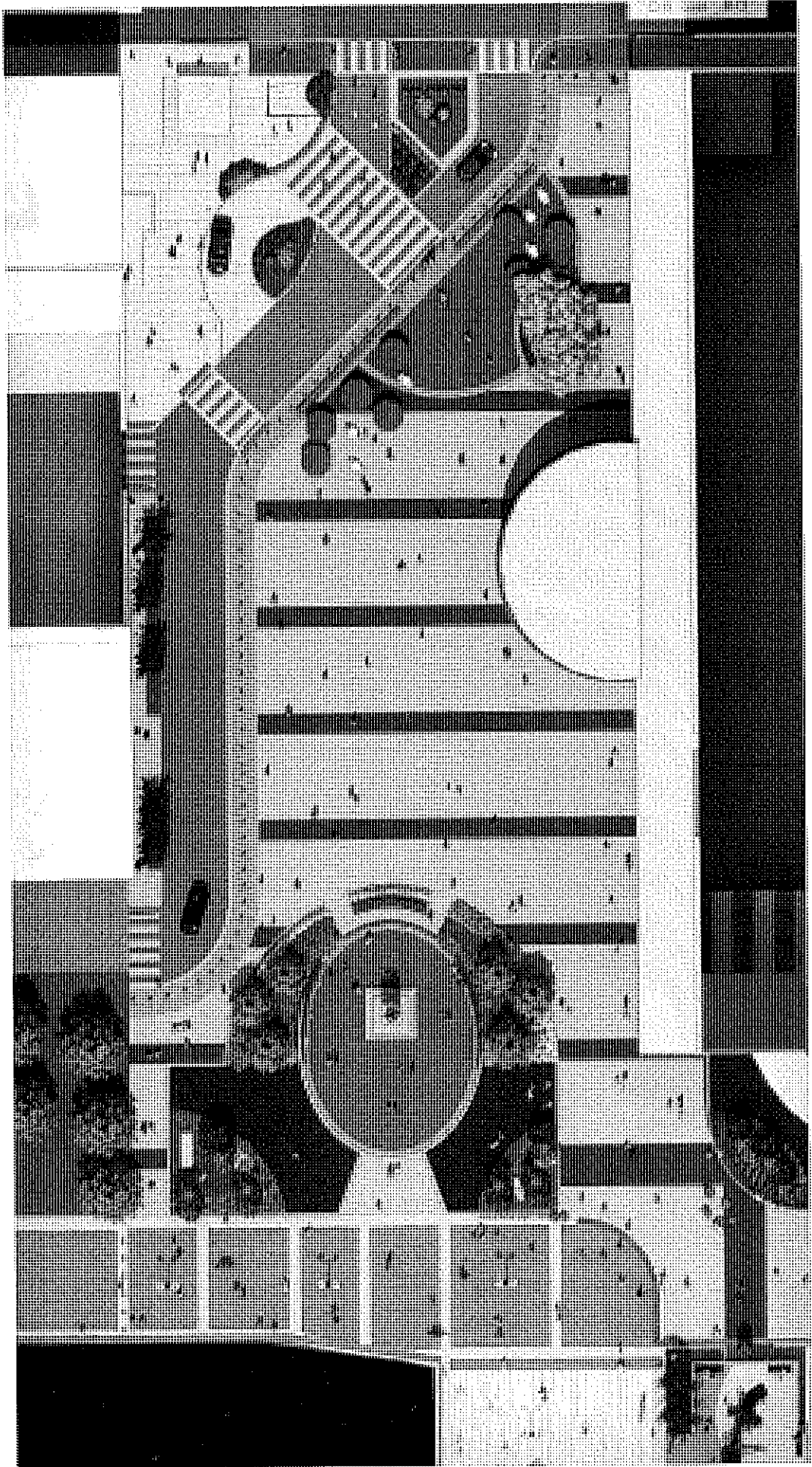


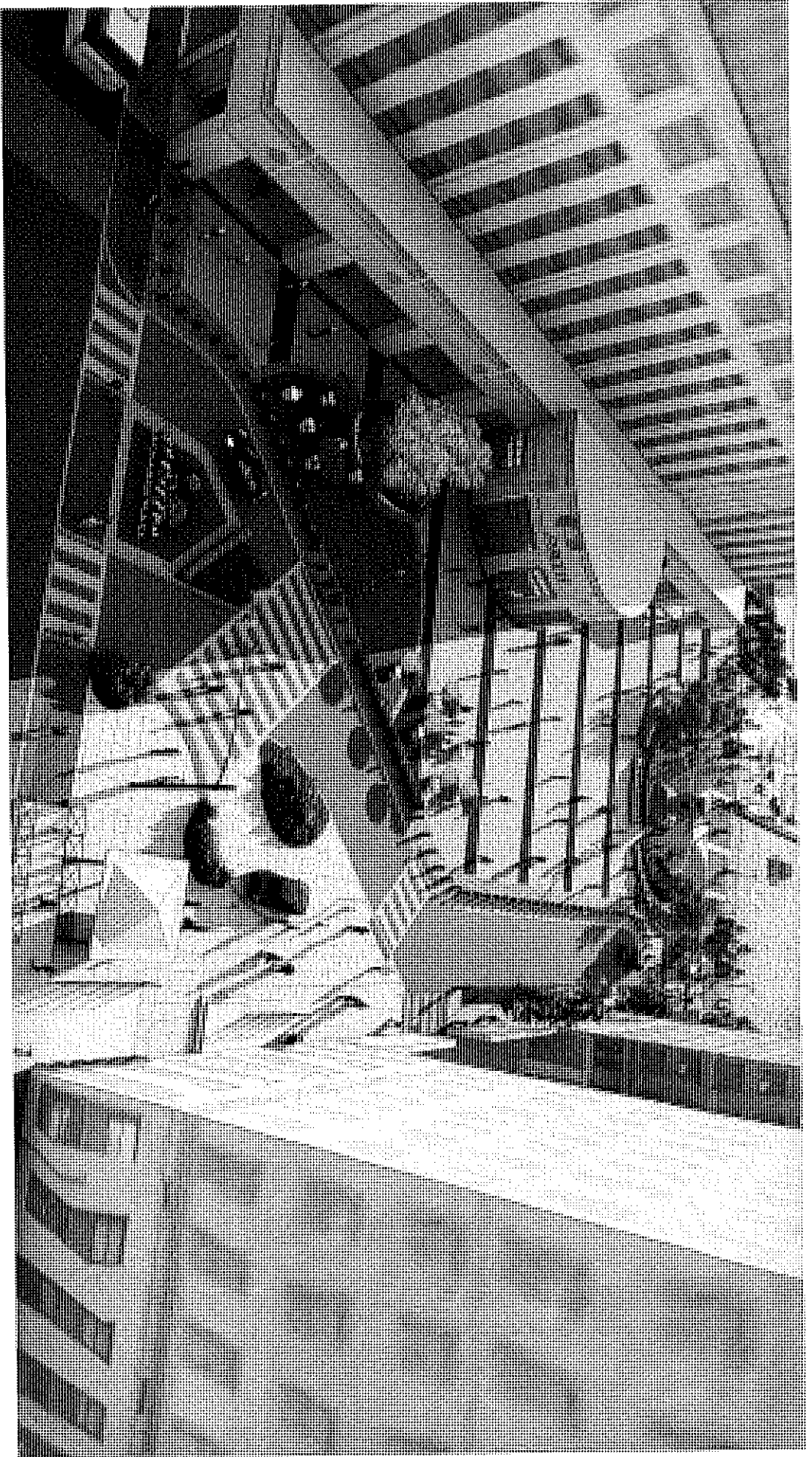
ILLUSTRATIVE LANDSCAPE PLAN
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.10.2



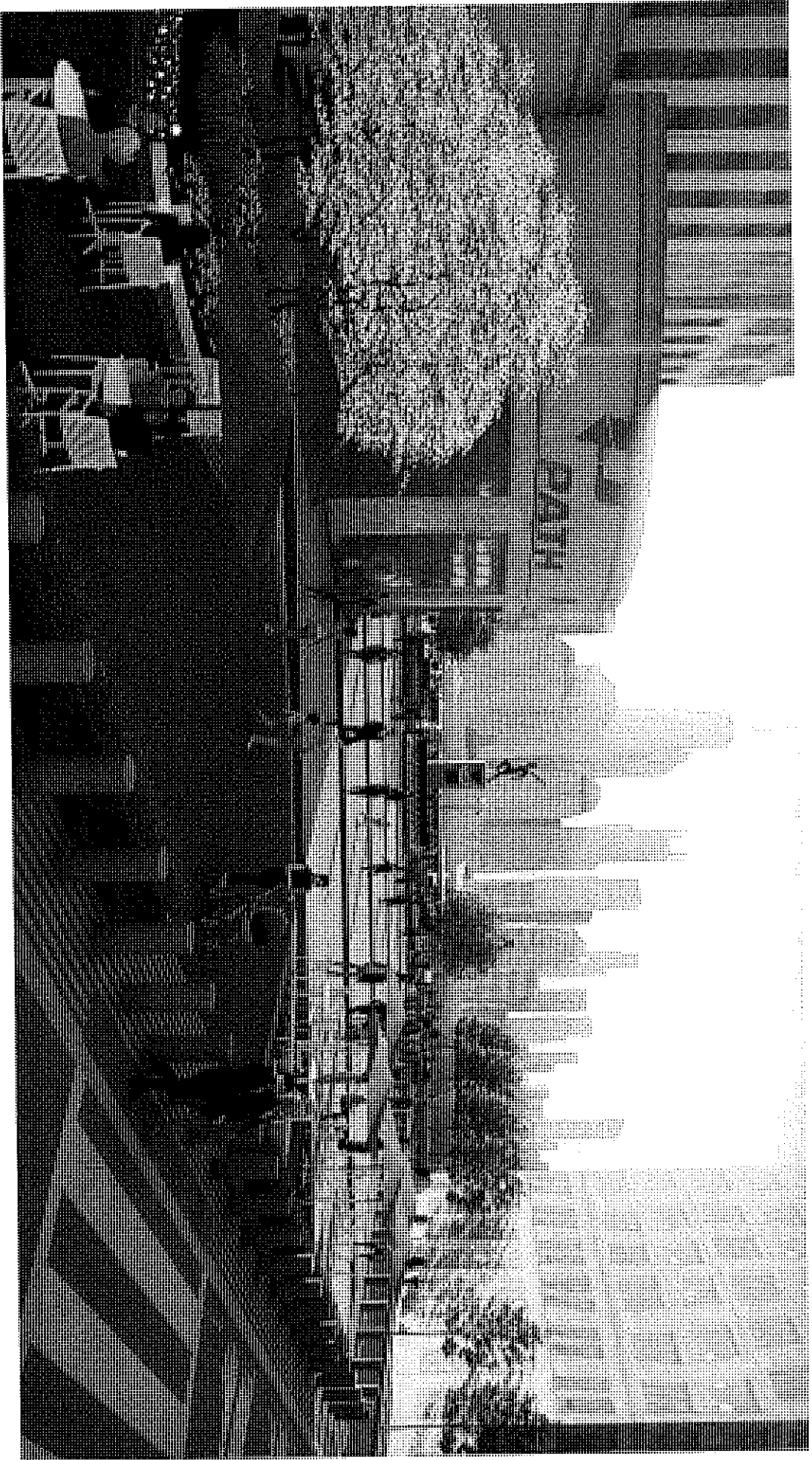


VIEW #1: PLAN
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.11.02



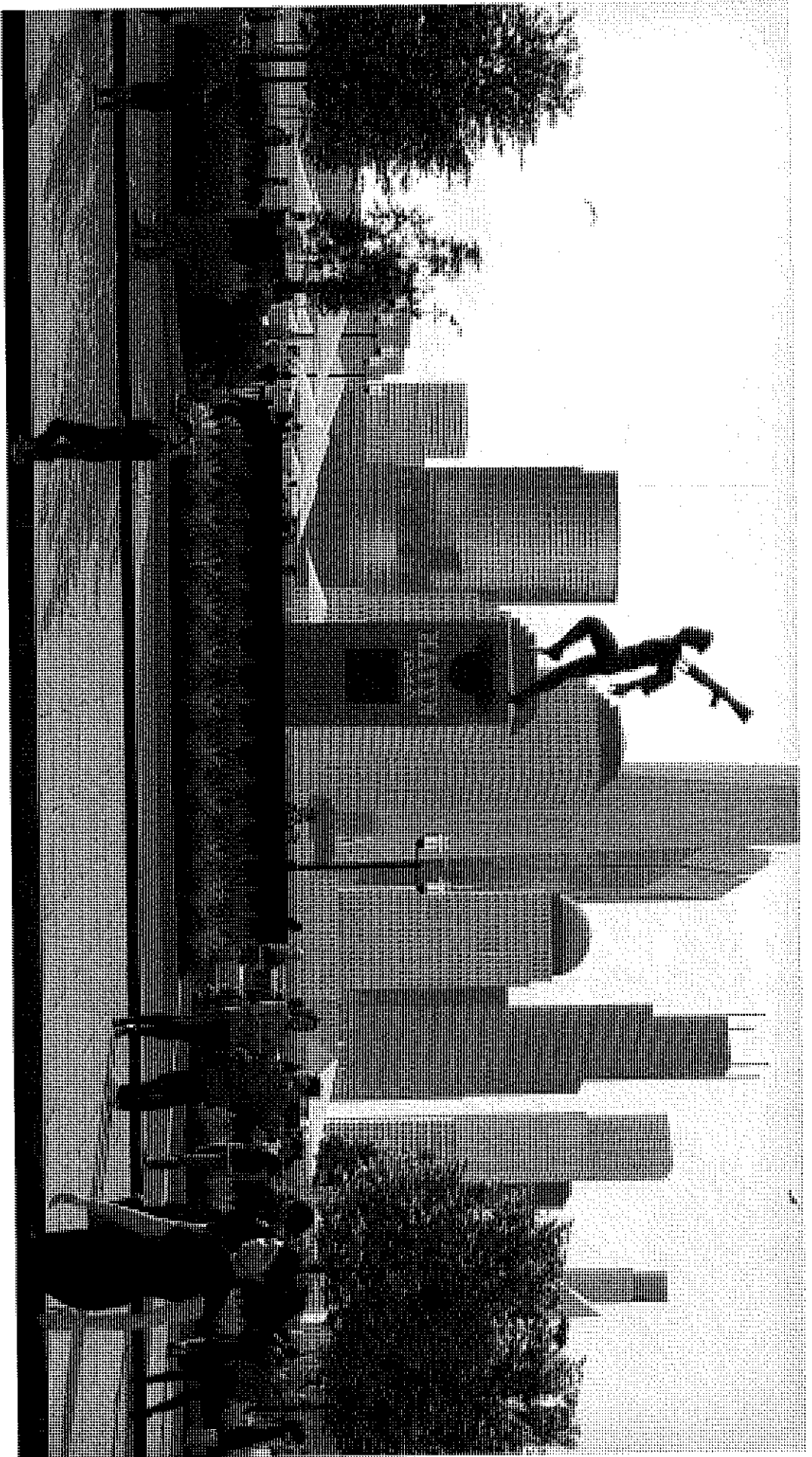


VIEW #2: OVERVIEW LOOKING EAST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.10.2

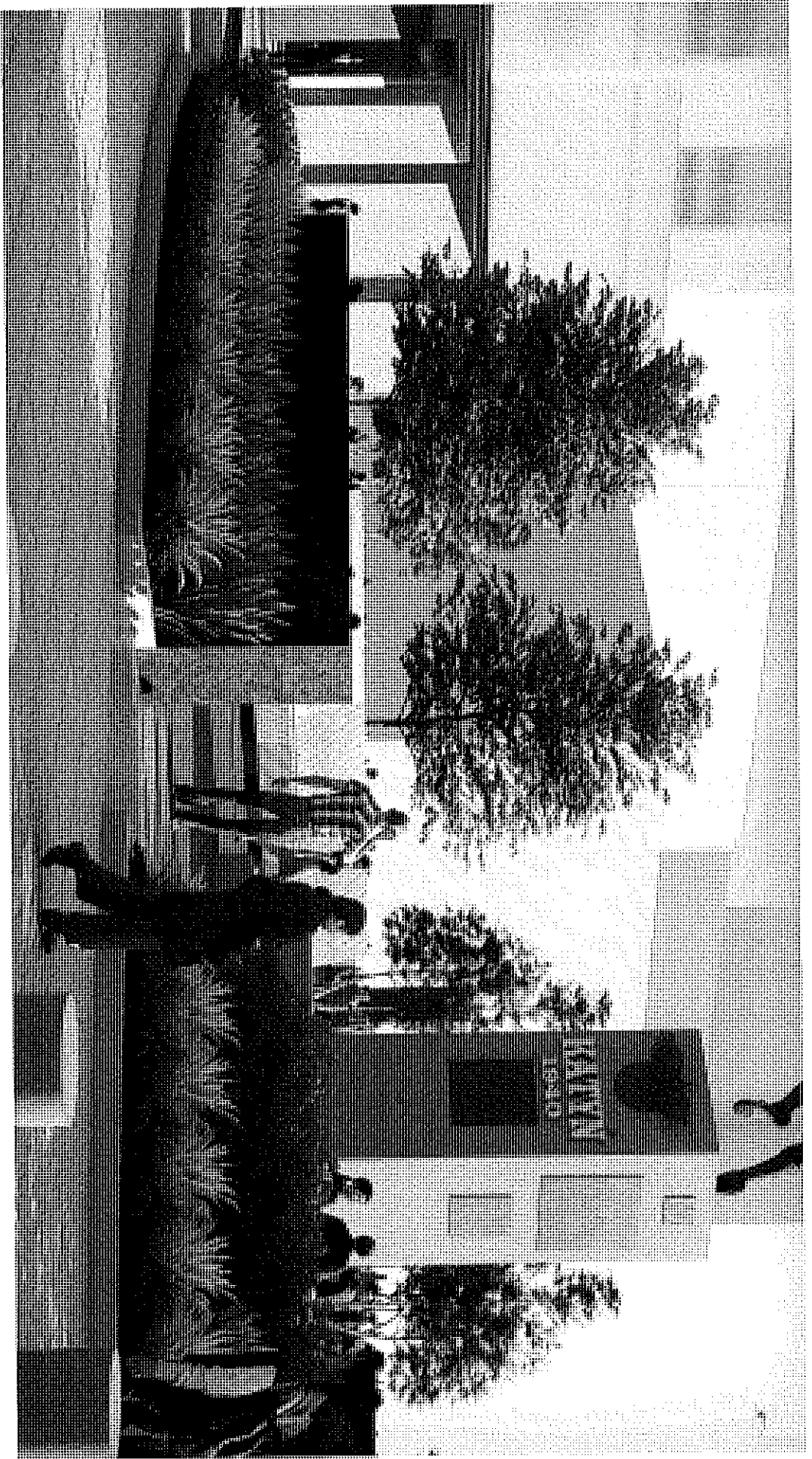


VIEW #3: CAFE PLAZA LOOKING EAST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.11.02

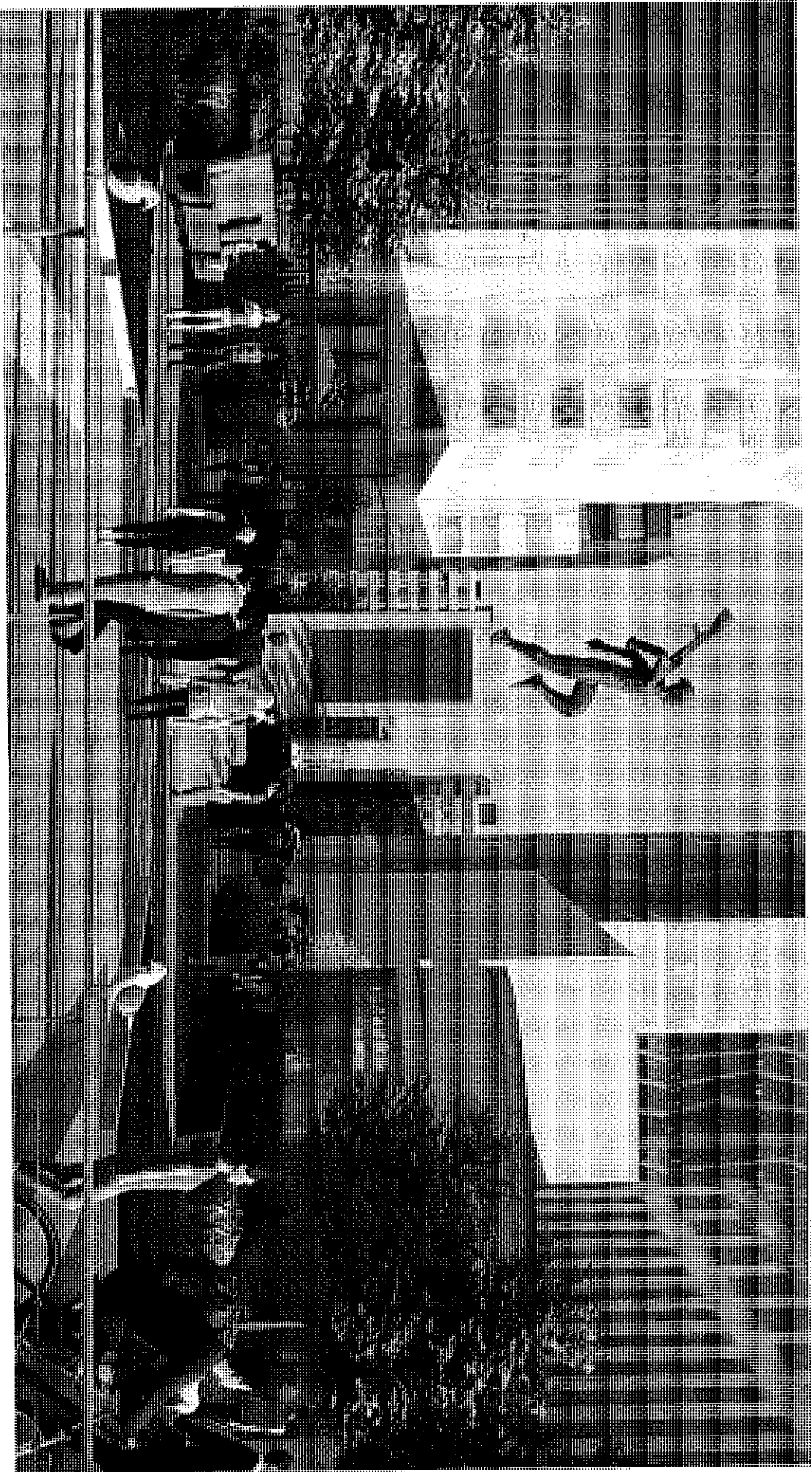




VIEW #4: VIEW EAST OF KATYNN MONUMENT FROM PLAZA
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.11.02

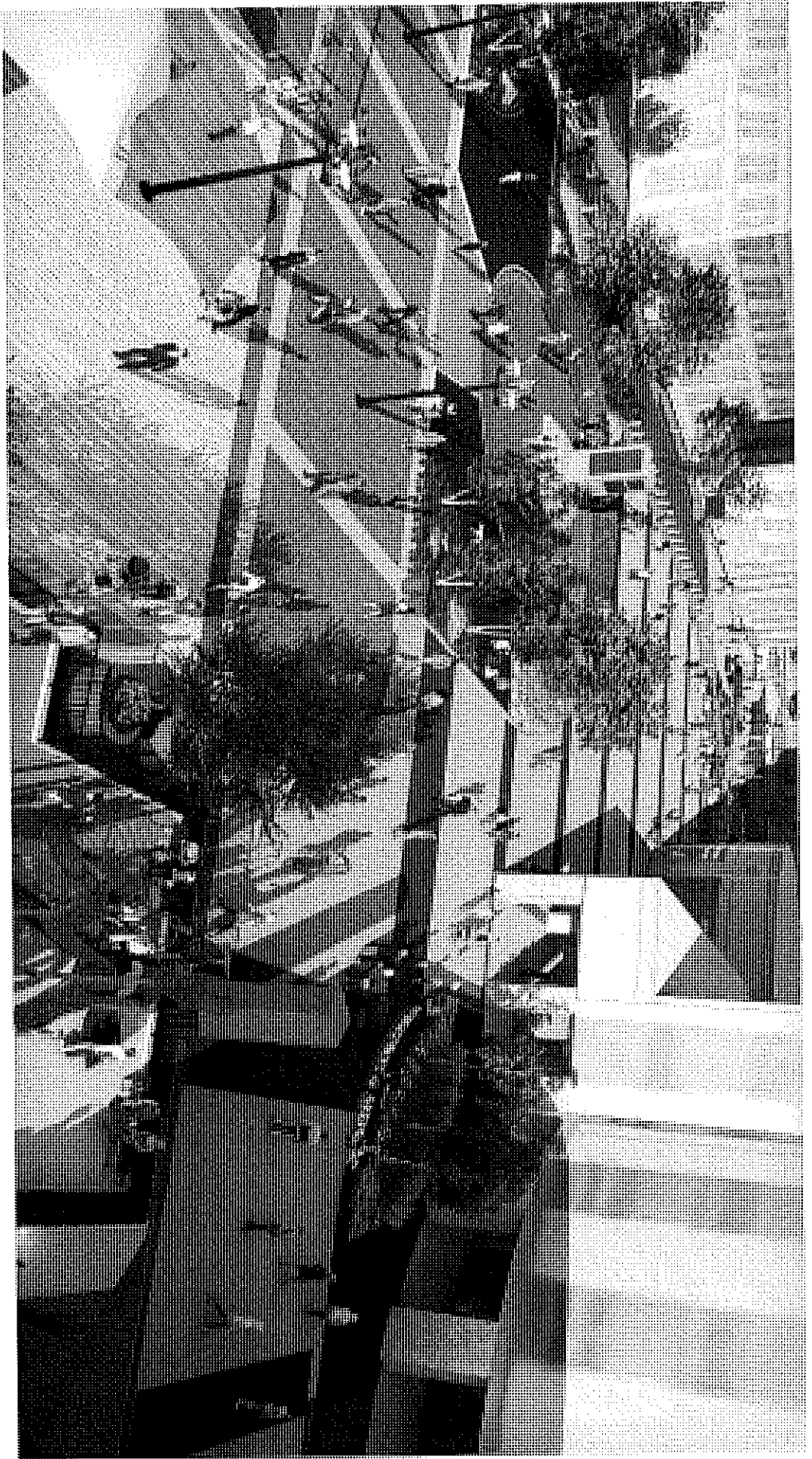


VIEW #5: VIEW NORTHEAST OF KATYN MONUMENT ENTRANCE FROM PLAZA
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.11.02

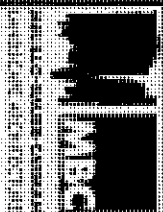
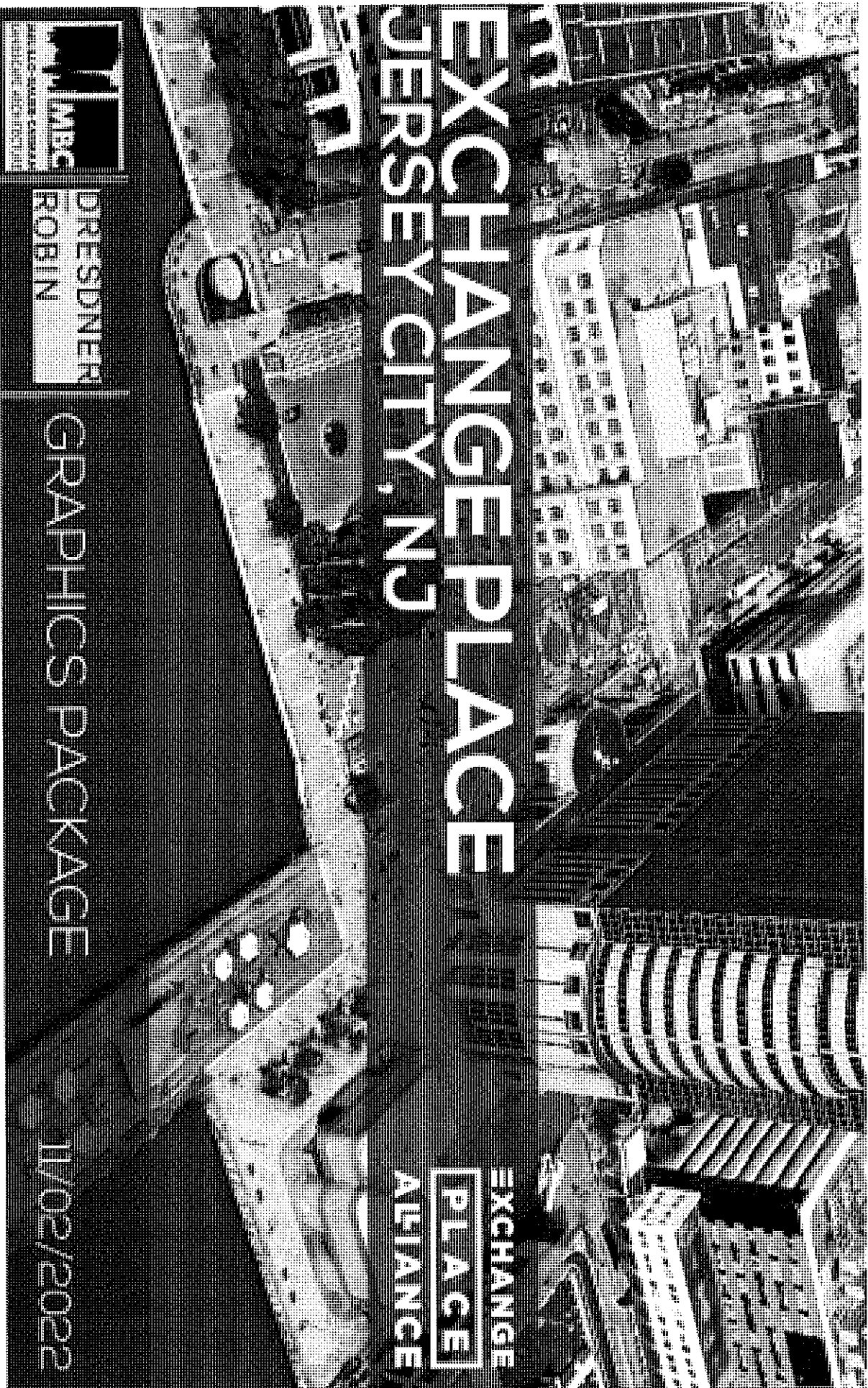


VIEW #6: VIEW WEST OF PLAZA FROM WATERFRONT ESPLANDE WALKWAY
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.11.02





VIEW #7: OVERVIEW FROM PLAYGROUND LOOKING WEST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.11.02



DRESDNER
ROBIN

GRAPHICS PACKAGE

11/02/2022

Exhibit C

Exhibit D

Technical drawing of a mechanical assembly, likely a pump or valve, showing various components and dimensions. The drawing includes a cross-sectional view of a cylindrical component with internal features, a side view of a flange or mounting bracket, and a detailed view of a small component. Dimensions are indicated with leader lines and numerical values.

JACQUES & JOLAN ECKENHOFER ASSOCIATES, INC.
 11900 JONES BLVD, SUITE 300, ECKEN COVE, MI 48203
 TEL: 301.217.0100 FAX: 301.217.0029
 INFO@JEA.COM WWW.JEA.COM JEA@JEA.COM

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[illegible][illegible]

CONSTRUCTION DETAILS II

CONSTRUCTION DETAILS II

330

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Page	1
Date	01/14/2013

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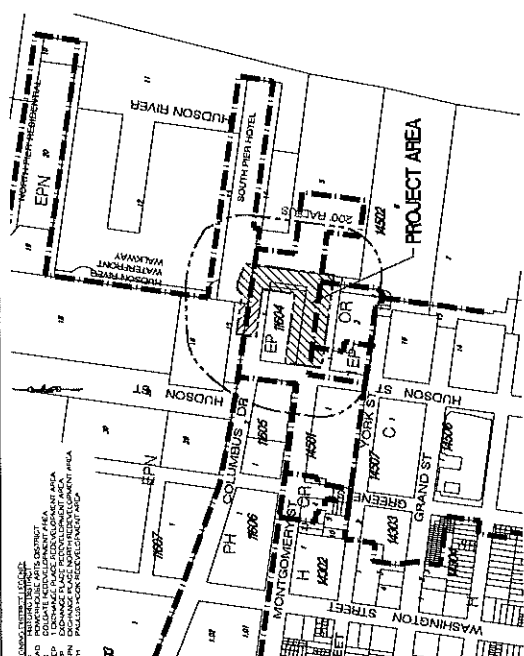
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Exhibit E

LOT 2, BLOCK 11604 AND EXCHANGE PLACE (PUBLIC R.O.W.)
CITY OF JERSEY CITY, COUNTY OF HUDSON, NEW JERSEY 07302

[illegible]

ABBREVIATIONS



AREA MAP

Scale: 1 inch = 1 mile

Legend:
 - Area 1
 - Area 2
 - Area 3
 - Area 4
 - Area 5
 - Area 6
 - Area 7
 - Area 8
 - Area 9
 - Area 10
 - Area 11
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 - Area 14
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 - Area 99
 - Area 100

SHEET INDEX

[illegible]

CITY OF JARVIS CITY

DATE OF BIRTH _____ DAY OF _____ 20____

DATE	DATE

CEA	DATE
11/11/11	11/11/11

1000

[illegible]

COVER SHEET

EXCHANGE PLACE PLAZA

IMPROVEMENTS

EXCHANGE PLACE

CITY OF JERSEY CITY
HUDSON COUNTY,
NEW JERSEY, 07302

AS NOTED

[illegible]

04-14-2022	5/17 01 OF	G-001
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bioRxiv preprint doi: <https://doi.org/10.1101/2019.04.17.336014>; this version posted April 17, 2019. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

DRESDNER ROBIN

DESIGNED BY: DRESDNER ROBIN
PROJECT NO.: 2022-001
DATE: 02/24/2023

CITY OF JERSEY CITY
200 HUDSON STREET, SUITE 801
JERSEY CITY, NJ 07311

EXCHANGE PLACE ALLIANCE SPECIAL
IMPROVEMENTS DISTRICT
HARBORSIDE 2
200 HUDSON STREET, SUITE 801
JERSEY CITY, NJ 07311

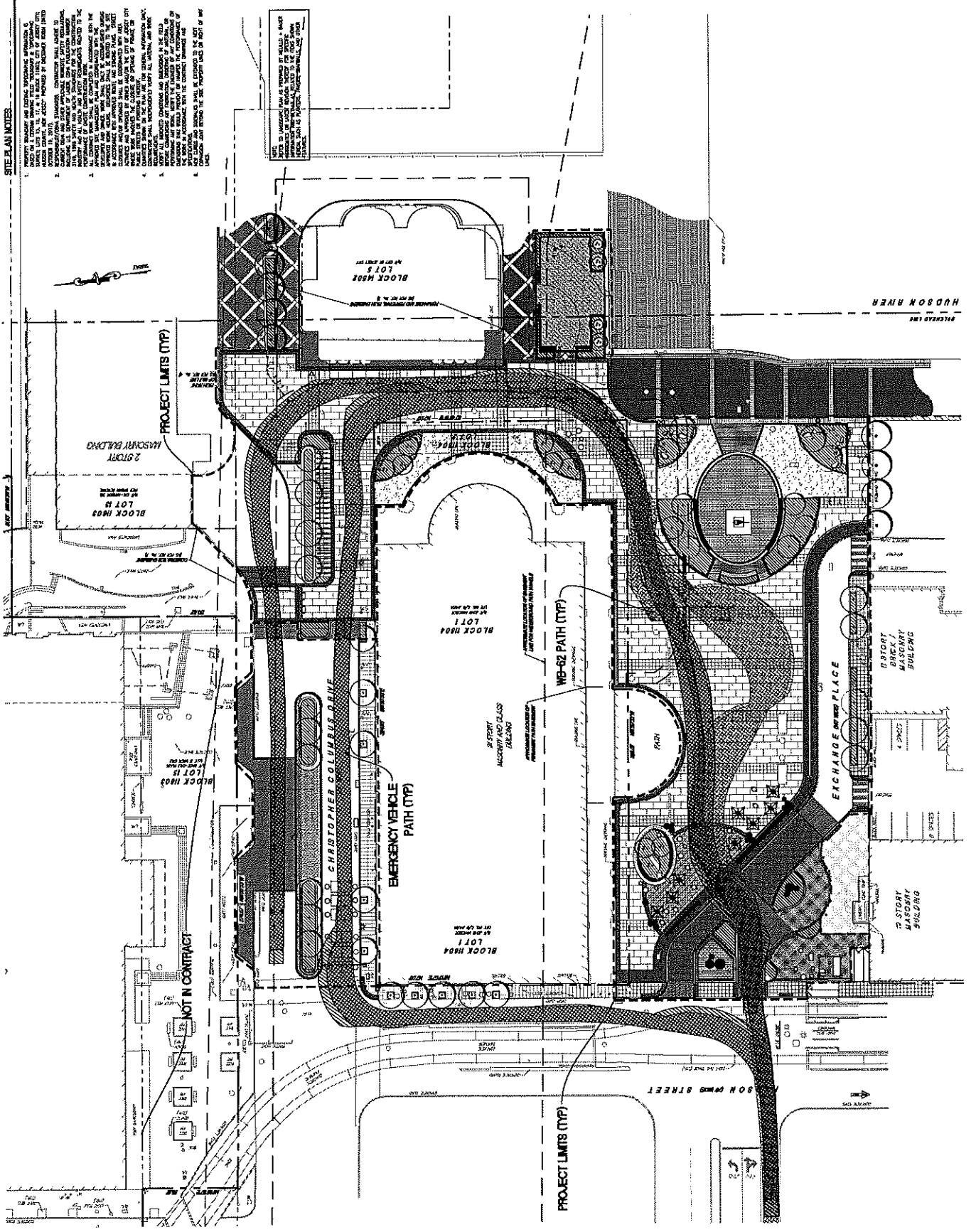
MATTHEW J. NEULS
ARCHITECT
1000 BROAD STREET, SUITE 200
JERSEY CITY, NJ 07310

VEHICLE MANEUVERING
PLAN

EXCHANGE PLACE PLAZA
IMPROVEMENTS

EXCHANGE PLACE
PLAZA
JERSEY CITY, NJ 07310

C-311



SITE PLAN NOTES

1. EXCHANGE PLACE PLAZA IMPROVEMENTS DISTRICT
2. EXCHANGE PLACE PLAZA IMPROVEMENTS DISTRICT
3. EXCHANGE PLACE PLAZA IMPROVEMENTS DISTRICT
4. EXCHANGE PLACE PLAZA IMPROVEMENTS DISTRICT
5. EXCHANGE PLACE PLAZA IMPROVEMENTS DISTRICT
6. EXCHANGE PLACE PLAZA IMPROVEMENTS DISTRICT

**DRESDNER
ROBIN**

PROPOSED FLOOD HAZARD MAP, IMPROVEMENTS TO
EXCHANGE PLACE PLAZA, HARBORESIDE 2
200 HUDSON STREET, SUITE 801
JERSEY CITY, NJ 07311

CITY OF JERSEY CITY

200 GROVE STREET
JERSEY CITY, NJ 07310

**EXCHANGE PLACE ALLIANCE SPECIAL
IMPROVEMENTS DISTRICT**
HARBORESIDE 2
200 HUDSON STREET, SUITE 801
JERSEY CITY, NJ 07311

MATTHEW J. NEULS

REGISTERED PROFESSIONAL ENGINEER
STATE OF NEW JERSEY

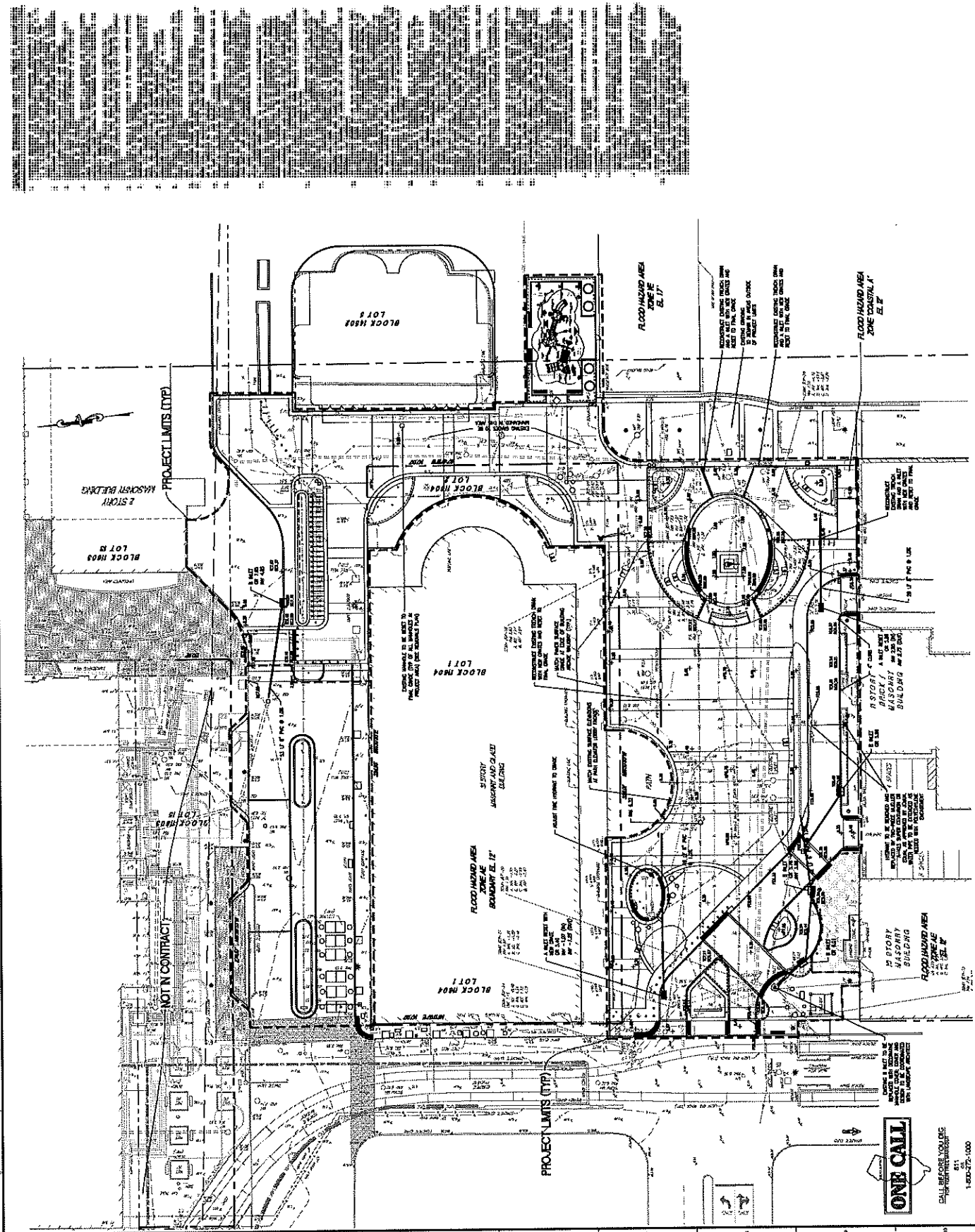
**GRADING, DRAINAGE
AND UTILITY PLAN**

**EXCHANGE PLACE PLAZA
IMPROVEMENTS**

EXCHANGE PLACE
PLAZA
HARBORESIDE 2
200 HUDSON STREET,
JERSEY CITY, NJ 07311

C-401

DATE: 02/24/2023
SCALE: 1"=20'



ONE CALL

CALL BEFORE YOU DIG
811
1-800-372-0000
IT'S THE LAW

PROQUEST ROOMS INTERNATIONAL INC. 300 N ZEEB RD
ANN ARBOR MI 48106
TEL 313 761 3300 FAX 313 761 3607
WWW.PROQUEST.COM

PROQUEST ROOMS INTERNATIONAL INC. 300 N ZEEB RD
ANN ARBOR MI 48106
TEL 313 761 3300 FAX 313 761 3607
WWW.PROQUEST.COM

DATE	08-14-2022	TIME	10:49:00
CLIN	NTS	DATE	08-14-2022
T-507			

CROSSWALK MATERIALS NOTED:




Diagram illustrating the cross-section of a road surface showing the layers involved in crosswalk materials:

- CROSSWALK PAINT
- CROSSWALK MATERIAL
- ASPHALT PAVEMENT

INCHES

Diagram of a rectangular structure with dimensions and labels:

- Top horizontal dimension: 10'-0"
- Left vertical dimension: 10'-0"
- Right vertical dimension: 10'-0"
- Bottom horizontal dimension: 10'-0"
- Label on the right side: "FLOOR SLAB EDGE"
- Label on the bottom side: "STRENGTH CONTROL 20' MAX"
- Label on the right side: "SECTION A-A"

Exhibit F

Exhibit G

EXCHANGE PLACE

JERSEY CITY, NEW JERSEY
LANDSCAPE ARCHITECTURE PLANS



SUBMISSION

Drawings	Project: Exchange Place (16-167)	DATE	STATUS
L-0	Cover Sheet	4/14/2022	Submission Set
L-1	Overall Site Plan	4/14/2022	Submission Set
L-2	Expedient Site Plan - Hardscape	4/14/2022	Submission Set
L-3	Expedient Site Plan - Materials	4/14/2022	Submission Set
L-4	Expedient Site Plan - Vegetation	4/14/2022	Submission Set
L-5	Overall Landscape Plan	4/14/2022	Submission Set
L-6	Expedient Landscape Plan - Planting	4/14/2022	Submission Set
L-7	Expedient Landscape Plan - Planting	4/14/2022	Submission Set
L-8	Expedient Landscape Plan - Planting	4/14/2022	Submission Set
L-9	Site Details	4/14/2022	Submission Set
L-10	Site Details	4/14/2022	Submission Set
L-11	Site Details	4/14/2022	Submission Set
L-12	Site Details	4/14/2022	Submission Set
L-13	Site Details	4/14/2022	Submission Set
L-14	Site Details	4/14/2022	Submission Set
L-15	Site Details	4/14/2022	Submission Set
L-16	Planting Details & Notes	4/14/2022	Submission Set
L-17	Planting Specifications	4/14/2022	Submission Set

- GENERAL NOTES**
1. THE CONTRACTOR SHALL GIVE ALL NOTICES AND CONVEY ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK.
 2. ALL GRADING SHALL BE VERIFIED IN THE FIELD BEFORE CONSTRUCTION AND SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT AND THE CIVIL ENGINEER.
 3. ALL PLANTING SHALL BE VERIFIED IN THE FIELD BEFORE CONSTRUCTION AND SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT AND THE CIVIL ENGINEER.
 4. ALL SITE DETAILS SHALL BE REVIEWED AND SUPPLEMENTED BY THE CIVIL ENGINEER, DESIGNER, ROBIN AND STRUCTURAL ENGINEER (HUNTINGTON HILLSIDE), REFER TO CIVIL AND STRUCTURAL DRAWINGS FOR ALL REINFORCEMENT, FOOTING SIZE, HARDWARE, ETC.
 5. ALL PLANTED AREAS SHALL BE IRRIGATED WITH DRIP IRRIGATION. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS.
 6. ALL PLANT MATERIALS/LANDSCAPE MATERIALS SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
 7. ALL BASE INFORMATION WAS TAKEN FROM DESIGNER ROBIN ENGINEER.
 8. ALL SITE IMPROVEMENTS SHALL BE INSTALLED/PERFORMED IN CONFORMANCE WITH ANY REQUIREMENTS SET FORTH BY THE PROJECT LSPR (INCLUDING BUT NOT LIMITED TO A DEMARCATION LAYER ABOVE HISTORIC FLOOR AND REQUIRED DEPTHS OF CERTIFIED CLEAN FILL SOIL).
 9. CONTRACTOR SHALL WORK WITH EXCHANGE PLACE ALLIANCE AND CITY ENGINEER TO DEVELOP A PLAN TO PROTECT THE EXISTING MONUMENT DURING CONSTRUCTION.
 10. CONTRACTOR SHALL COORDINATE WITH EXCHANGE PLACE ALLIANCE AND ENVIRONMENTAL CONSULTANT REGARDING ANY SIGNAGE, GRAPHICS, AND OR CITY POST INFORMATIONAL SIGNS.

OWNER
JERSEY CITY, NEW JERSEY
JERSEY CITY, NJ 07302
PHONE (201) 847-5000

DEVELOPER
EXCHANGE PLACE ALLIANCE
HARRINGTON 2
200 HARRINGTON STREET, SUITE 807
JERSEY CITY, NJ 07302
PHONE (201) 714-4200

DEVELOPER'S REP
577 PROPERTIES
55 CROSSLAND
JERSEY CITY, NJ 07302
PHONE (201) 333-1123

LANDSCAPE ARCHITECT
MELLO+BAUER ASSOCIATES
LANDSCAPE ARCHITECTURE
1000 NEW JERSEY AVENUE
NEWARK, NJ 07102
PHONE (973) 258-5644

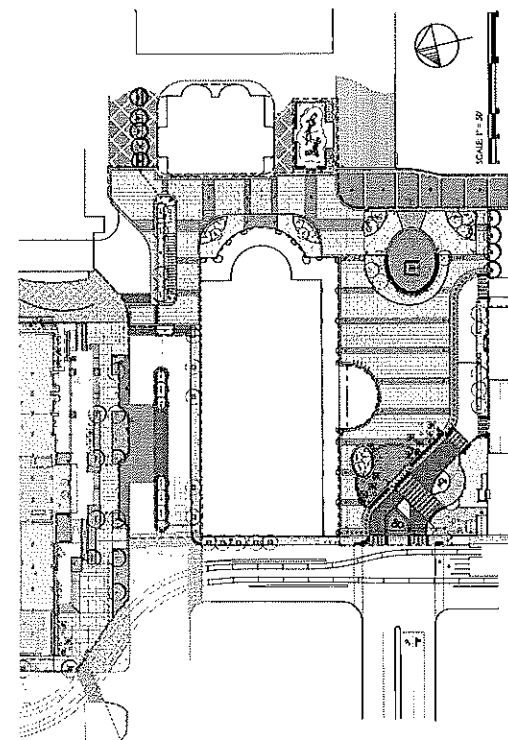
CIVIL ENGINEER
ROBIN ENGINEER
1 EVERHURST PARK, SUITE 801
JERSEY CITY, NJ 07302
PHONE (201) 317-7444

STRUCTURAL ENGINEER
HUNTINGTON HILLSIDE
51 HARRISON AVENUE
JERSEY CITY, NJ 07302
PHONE (201) 461-7900

LIGHTING CONSULTANTS
BEAM LTD
1000 NEW JERSEY AVENUE
NEWARK, NJ 07102
PHONE (973) 258-5644

ENVIRONMENTAL GRAPHICS
ENVIRONMENTAL GRAPHICS
1000 NEW JERSEY AVENUE
NEWARK, NJ 07102
PHONE (973) 258-5644

GEOTECHNICAL ENGINEER
ANNESEY ENGINEERING CONSULTING ENGINEERS
14 PRINCE PLAZA
NEW YORK, NY 10113
PHONE (212) 339-9300



Sheet	Project: Exchange Place	Revision	Material	Notes	Scale
A-1	Overall Site Plan	1	Overall Site Plan	Overall Site Plan	1/8" = 1'-0"
A-2	Expedient Site Plan - Hardscape	1	Expedient Site Plan - Hardscape	Expedient Site Plan - Hardscape	1/8" = 1'-0"
A-3	Expedient Site Plan - Materials	1	Expedient Site Plan - Materials	Expedient Site Plan - Materials	1/8" = 1'-0"
A-4	Expedient Site Plan - Vegetation	1	Expedient Site Plan - Vegetation	Expedient Site Plan - Vegetation	1/8" = 1'-0"
A-5	Overall Landscape Plan	1	Overall Landscape Plan	Overall Landscape Plan	1/8" = 1'-0"
A-6	Expedient Landscape Plan - Planting	1	Expedient Landscape Plan - Planting	Expedient Landscape Plan - Planting	1/8" = 1'-0"
A-7	Expedient Landscape Plan - Planting	1	Expedient Landscape Plan - Planting	Expedient Landscape Plan - Planting	1/8" = 1'-0"
A-8	Expedient Landscape Plan - Planting	1	Expedient Landscape Plan - Planting	Expedient Landscape Plan - Planting	1/8" = 1'-0"
A-9	Site Details	1	Site Details	Site Details	1/8" = 1'-0"
A-10	Site Details	1	Site Details	Site Details	1/8" = 1'-0"
A-11	Site Details	1	Site Details	Site Details	1/8" = 1'-0"
A-12	Site Details	1	Site Details	Site Details	1/8" = 1'-0"
A-13	Site Details	1	Site Details	Site Details	1/8" = 1'-0"
A-14	Site Details	1	Site Details	Site Details	1/8" = 1'-0"
A-15	Site Details	1	Site Details	Site Details	1/8" = 1'-0"
A-16	Planting Details & Notes	1	Planting Details & Notes	Planting Details & Notes	1/8" = 1'-0"
A-17	Planting Specifications	1	Planting Specifications	Planting Specifications	1/8" = 1'-0"

1. All drawings and specifications shall be prepared in accordance with the latest edition of the Uniform Code of Building Regulations (UCBR).

2. All drawings and specifications shall be prepared in accordance with the latest edition of the Uniform Code of Building Regulations (UCBR).

3. All drawings and specifications shall be prepared in accordance with the latest edition of the Uniform Code of Building Regulations (UCBR).

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15. All drawings and specifications shall be prepared in accordance with the latest edition of the Uniform Code of Building Regulations (UCBR).

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19. All drawings and specifications shall be prepared in accordance with the latest edition of the Uniform Code of Building Regulations (UCBR).

20. All drawings and specifications shall be prepared in accordance with the latest edition of the Uniform Code of Building Regulations (UCBR).

Overall Site Landscape Plan

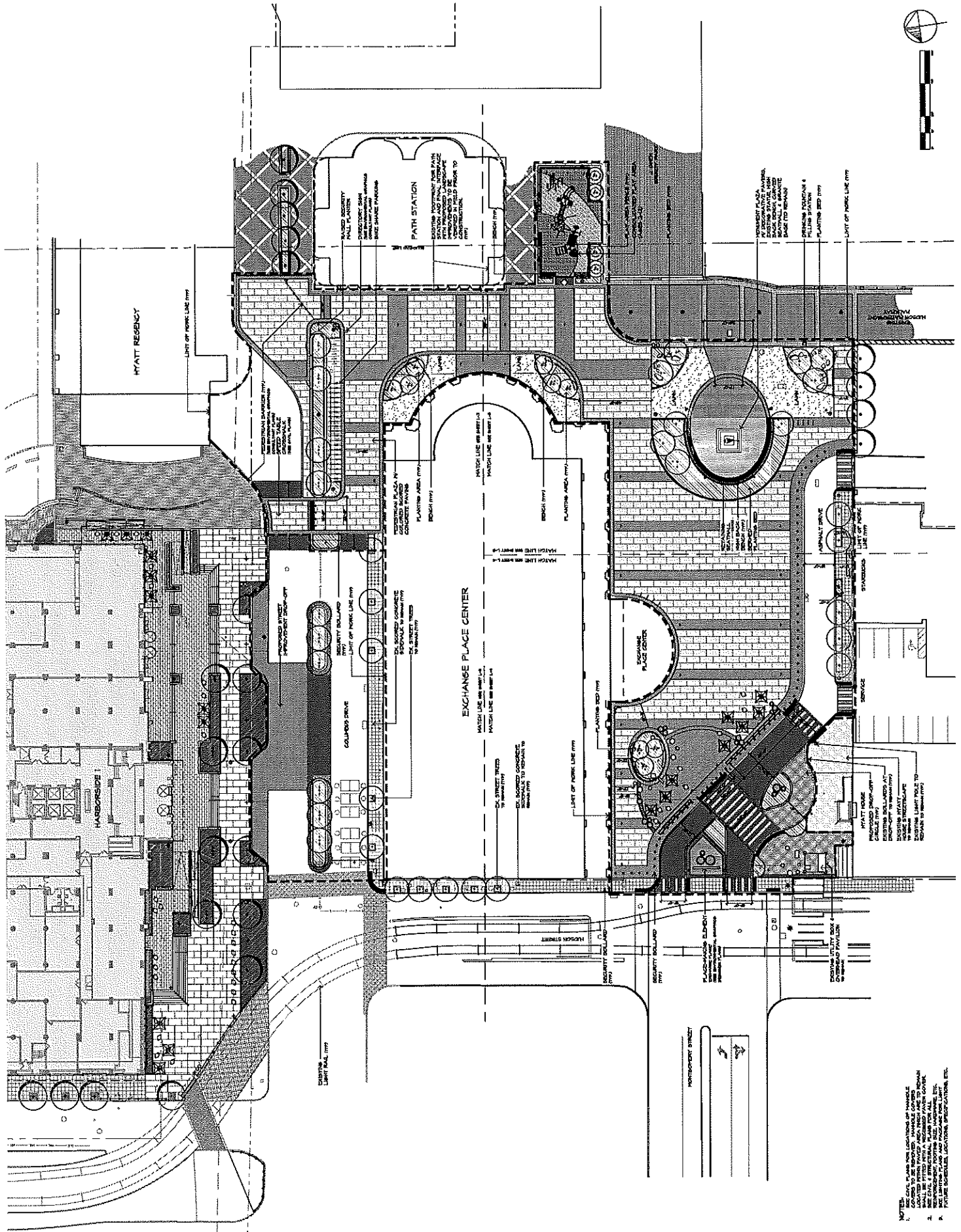
Exchange Place
Jersey City, NJ



MELLOR-BAUER
ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
1000 NEW YORK AVENUE
JERSEY CITY, NJ 07310
TEL: 201.991.1100
FAX: 201.991.1101
WWW.MELLOR-BAUER.COM

PROJECT: EXCHANGE PLACE
SHEET: 1 OF 1
DATE: 02/24/2023
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

DATE	02/24/2023
BY	[Signature]
CHECKED	[Signature]
APPROVED	[Signature]
SCALE	AS SHOWN
NORTH	[North Arrow]



- NOTES:
1. EXCHANGE PLACE CENTER IS A MIXED-USE DEVELOPMENT. THE BUILDING IS A 10-STOREY OFFICE BUILDING WITH A 5-STOREY RETAIL AND RESTAURANT WING. THE BUILDING IS SURROUNDED BY A 10-ACRE PARK AREA. THE PARK AREA IS A MIXED-USE DEVELOPMENT. THE PARK AREA IS A 10-ACRE PARK AREA. THE PARK AREA IS A MIXED-USE DEVELOPMENT. THE PARK AREA IS A 10-ACRE PARK AREA.
 2. EXCHANGE PLACE CENTER IS A MIXED-USE DEVELOPMENT. THE BUILDING IS A 10-STOREY OFFICE BUILDING WITH A 5-STOREY RETAIL AND RESTAURANT WING. THE BUILDING IS SURROUNDED BY A 10-ACRE PARK AREA. THE PARK AREA IS A MIXED-USE DEVELOPMENT. THE PARK AREA IS A 10-ACRE PARK AREA.
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Enlargement Landscape Plan

Materials

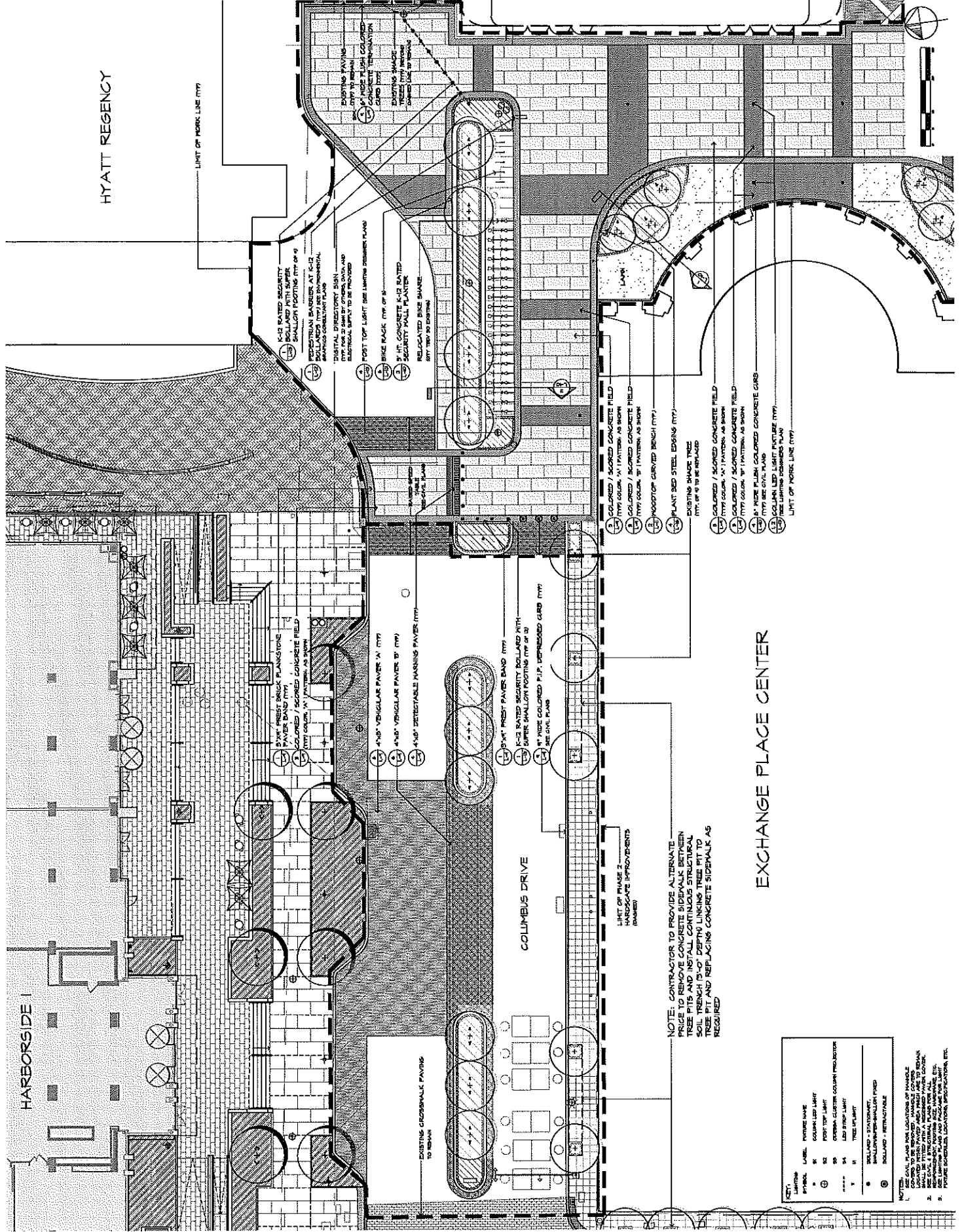
Exchange Place
Jersey City, NJ



MELODIE HAASE
ARCHITECT
LANDSCAPE ARCHITECT
1000 10TH AVENUE
JERSEY CITY, NJ 07310
TEL: 201.261.1000
WWW.MELODIEHAASE.COM

DATE: 02/24/2023
DRAWN BY: J. J. JAVIER
CHECKED BY: M. HAASE
PROJECT: EXCHANGE PLACE
SHEET: 4 OF 50

L-2



HYATT REGENCY

LIMIT OF WORK LINE (TYP)

COLUMBUS DRIVE

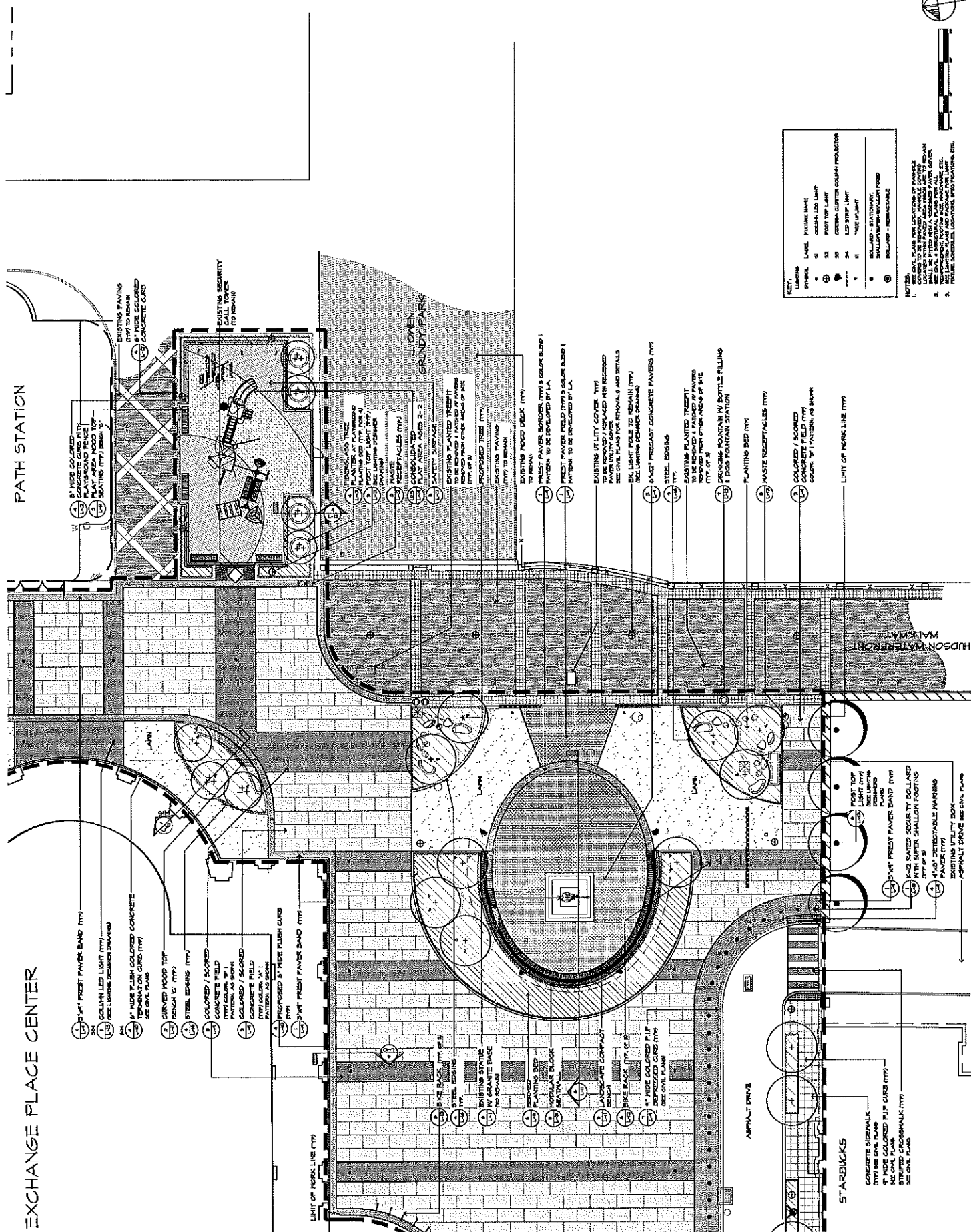
LIMIT OF PHASE 2
(SHOWN)

EXCHANGE PLACE CENTER

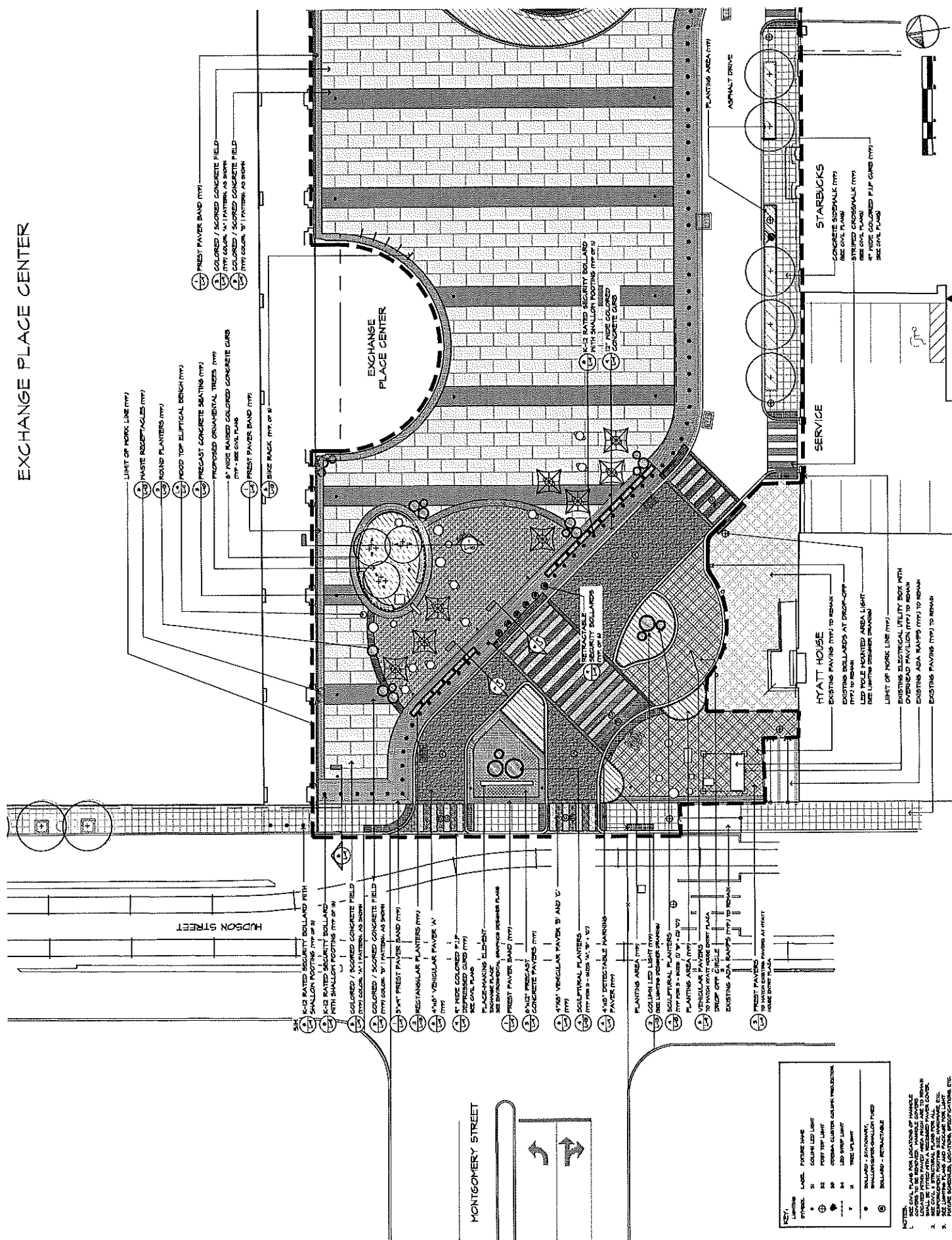
NOTE: CONTRACTOR TO PROVIDE ALTERNATE
PRICE TO REMOVE CONCRETE SIDEWALK BETWEEN
TREE PITS AND INSTALL CONTINUOUS STRUCTURAL
SOIL TRENCH 18"-0" DEPTH LINKING TREE PIT TO
TREE PIT AND REPLACING CONCRETE SIDEWALK AS
REQUIRED

SYMBOL	LANDSCAPE	PAVING NAME
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100	100	100

NOTES:
1. ALL PLANT MATERIAL SHALL BE SUPPLIED BY THE CONTRACTOR.
2. ALL PLANT MATERIAL SHALL BE INSTALLED BY THE CONTRACTOR.
3. ALL PLANT MATERIAL SHALL BE MAINTAINED BY THE CONTRACTOR.
4. ALL PLANT MATERIAL SHALL BE REPLACED BY THE CONTRACTOR.
5. ALL PLANT MATERIAL SHALL BE REMOVED BY THE CONTRACTOR.
6. ALL PLANT MATERIAL SHALL BE PROTECTED BY THE CONTRACTOR.
7. ALL PLANT MATERIAL SHALL BE WATERED BY THE CONTRACTOR.
8. ALL PLANT MATERIAL SHALL BE FERTILIZED BY THE CONTRACTOR.
9. ALL PLANT MATERIAL SHALL BE PRUNED BY THE CONTRACTOR.
10. ALL PLANT MATERIAL SHALL BE TRIMMED BY THE CONTRACTOR.
11. ALL PLANT MATERIAL SHALL BE TIED BY THE CONTRACTOR.
12. ALL PLANT MATERIAL SHALL BE STAKED BY THE CONTRACTOR.
13. ALL PLANT MATERIAL SHALL BE SUPPORTED BY THE CONTRACTOR.
14. ALL PLANT MATERIAL SHALL BE PROpped BY THE CONTRACTOR.
15. ALL PLANT MATERIAL SHALL BE BRACED BY THE CONTRACTOR.
16. ALL PLANT MATERIAL SHALL BE TIED TO THE GROUND BY THE CONTRACTOR.
17. ALL PLANT MATERIAL SHALL BE TIED TO THE STRUCTURE BY THE CONTRACTOR.
18. ALL PLANT MATERIAL SHALL BE TIED TO THE CURB BY THE CONTRACTOR.
19. ALL PLANT MATERIAL SHALL BE TIED TO THE SIDEWALK BY THE CONTRACTOR.
20. ALL PLANT MATERIAL SHALL BE TIED TO THE DRIVE BY THE CONTRACTOR.
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22. ALL PLANT MATERIAL SHALL BE TIED TO THE LOADING DOCK BY THE CONTRACTOR.
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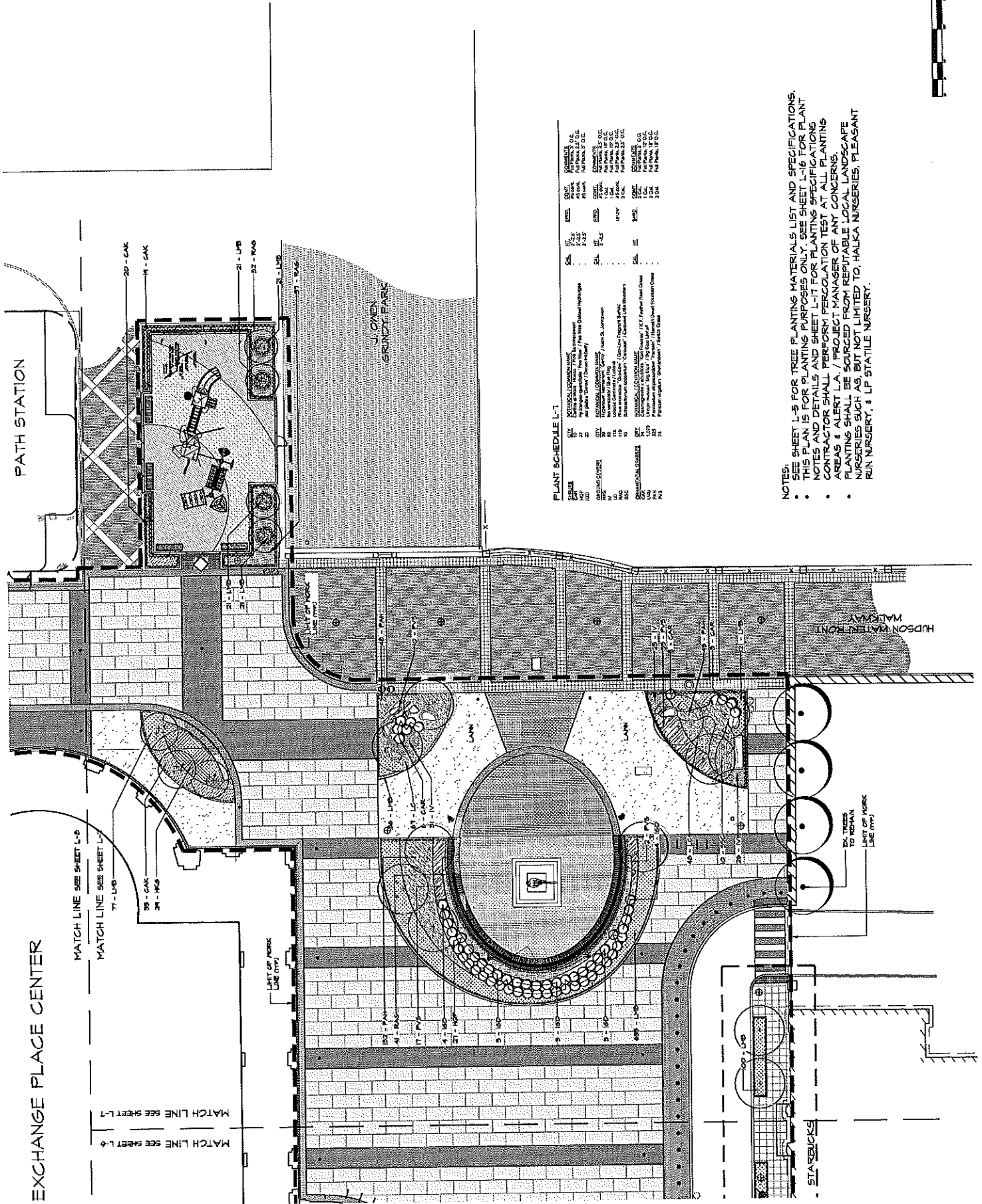
EXCHANGE PLACE CENTER



SEE CIVIL PLANS FOR LOCATIONS OF MANHOLE COVERS TO BE REMOVED. MANHOLE COVERS LOCATED WITHIN PAVED AREA MUST BE TO REMAIN. SHALL BE FITTED WITH A RECESSED PAVEMENT COVER.

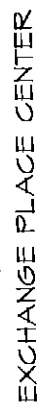
SEE CIVIL & STRUCTURAL PLANS FOR ALL REINFORCEMENT, FOOTING, SLAB, MANHOLE, ETC.

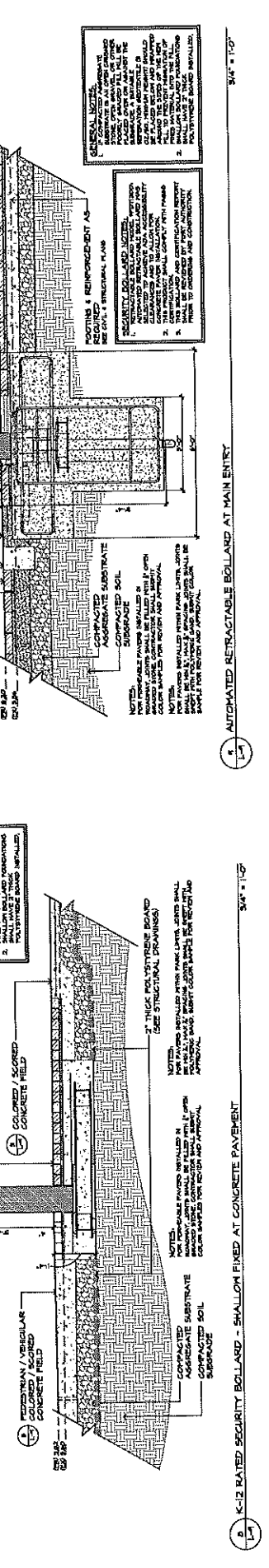
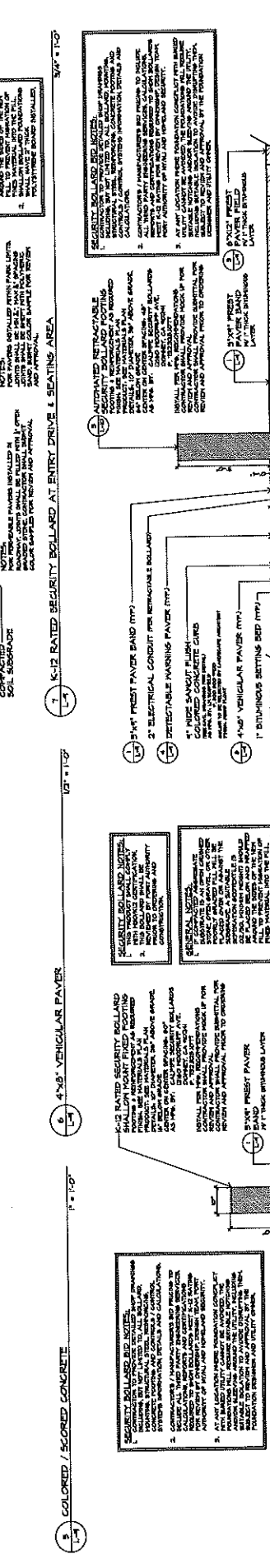
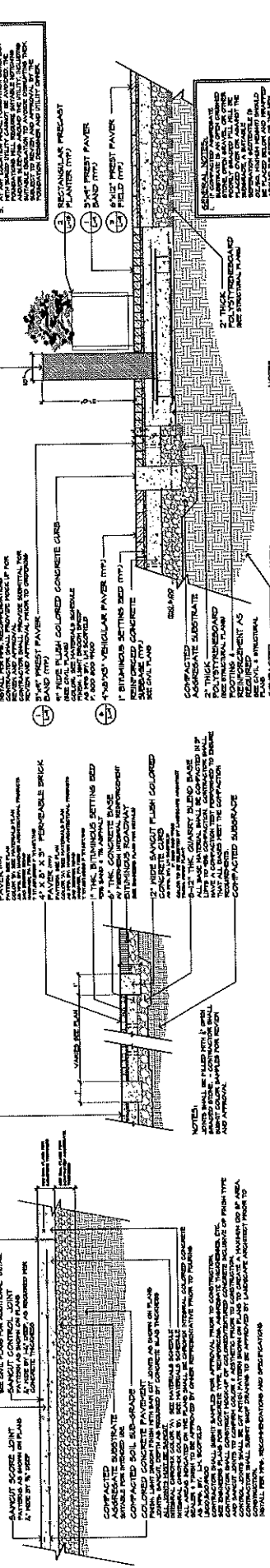
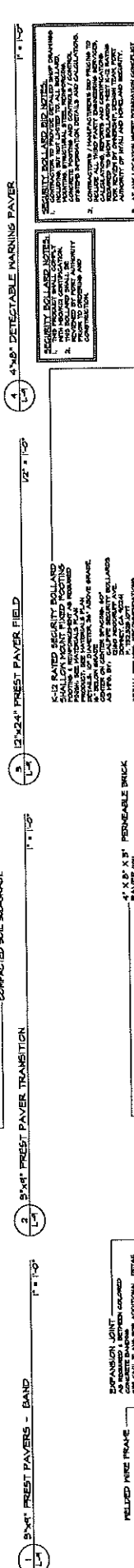
SEE LIGHTING PLANS AND PLACECAR FOR LIGHT FIXTURE SCHEDULE, LOCATIONS, SPECIFICATIONS, ETC.

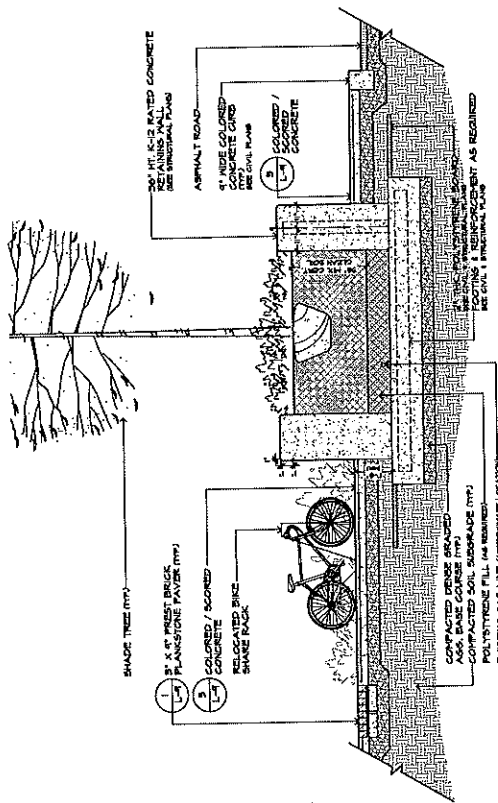
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NOTES:

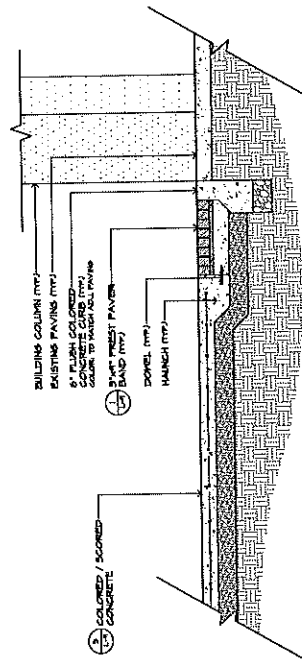
- SHEET L-5 FOR TREE PLANTING MATERIALS LIST AND SPECIFICATIONS.
- THIS PLAN IS FOR PLANTING PURPOSES ONLY. SEE SHEET L-16 FOR PLANT NOTES AND DETAILS AND SHEET L-17 FOR PLANTING SPECIFICATIONS.
- CONTRACTOR SHALL PERFORM PERCOLATION TEST AT ALL PLANTING AREAS & ALERT L.A. / PROJECT MANAGER OF ANY CONCERNS.
- PLANTING SHALL BE SOURCED FROM REPUTABLE LOCALScape NURSERIES SUCH AS: SLOAN, LUTZ, TALLIA NURSERIES, PLEASANT NURSERIES, BLOOMFIELD NURSERY.

[illegible]

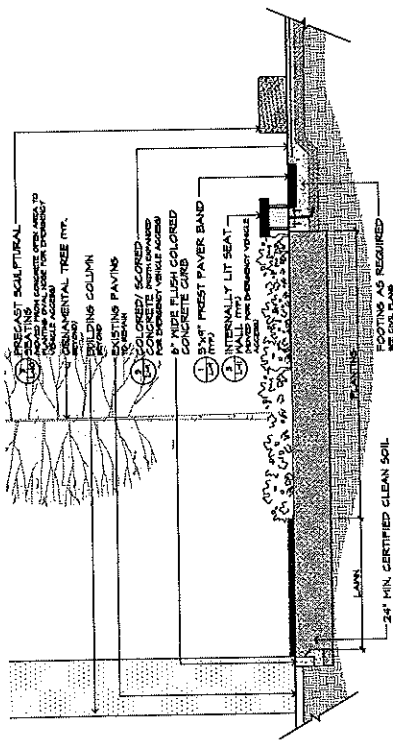




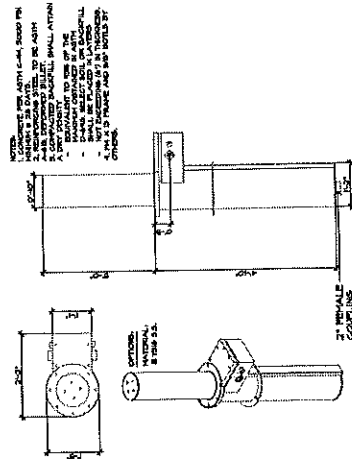
SECURITY WALL PLANTER



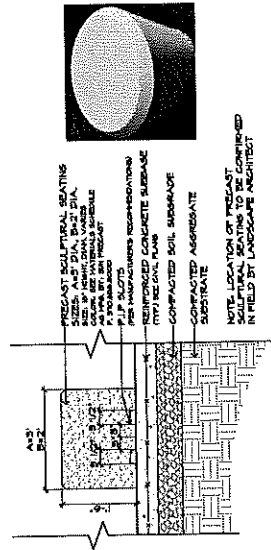
4 COLORED SCORED CONCRETE WALK



SEATING & PLANTING AREA ADJACENT TO THE PATH STATION

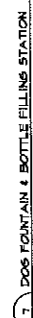
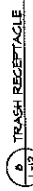


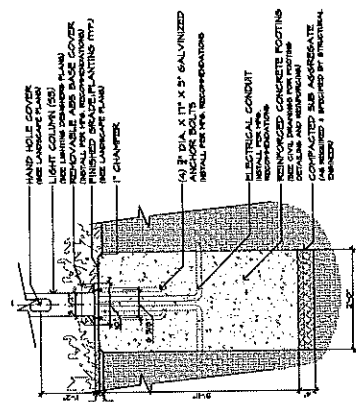
ENLARGEMENT: AUTOMATED RETRACTABLE BOLLARD



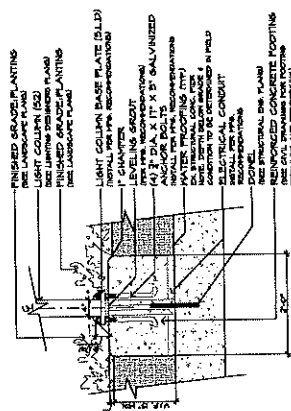
5 PRECAST CONCRETE SEATING

L-12

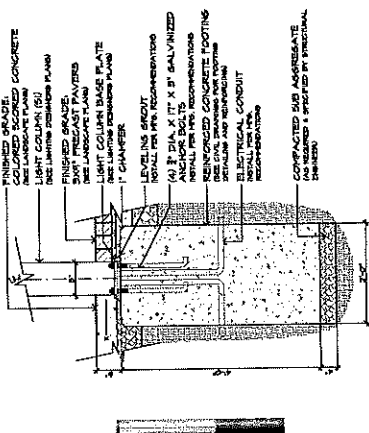




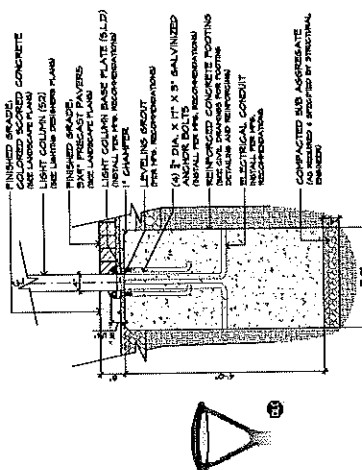
ODESSA CLUSTER COLUMN PROJECTOR (SS)



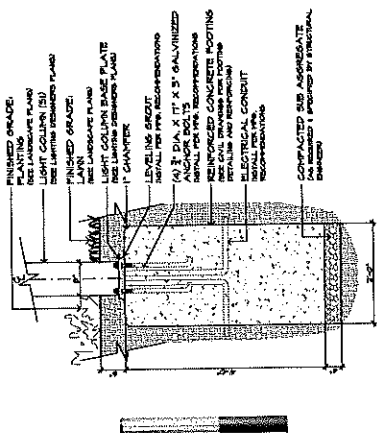
MOST TOP LIGHT (52): CONDITION "C"



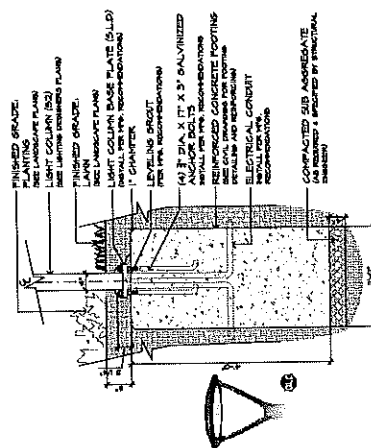
2 COLUMN LED LIGHT (S1): CONDITION "B"



POST TOP LIGHT (52): CONDITION "B"

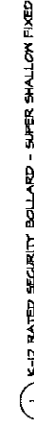


1 COLUMN LED LIGHT (SU), CONDITION "A"

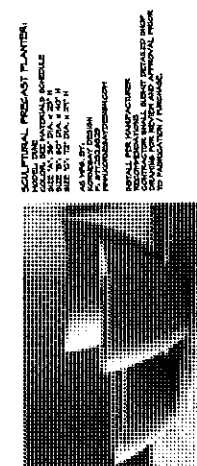


4. POST TOP LIGHT (52), CONDITION "A"

5 MODULAR PRECAST BLOCK RETAINING SEATWALL AT MONUMENT



4 SCULPTURAL PLANTERS



DETAIL FOR MANUFACTURE
COMPANIES
CONTRACTOR SHALL SUBMIT DETAILED SHOP
DRAWINGS FOR REVIEW AND APPROVAL PRIOR

DETAILS FOR MANUFACTURE
RECOMMENDATIONS
CONTRACTOR SHALL SUBMIT DETAILED SHOP

(1974 - SEE LABORATORY MANUAL)

(1974 - SEE LABORATORY MANUAL)

Exhibit H

EXCHANGE PLACE

JERSEY CITY, NEW JERSEY
LANDSCAPE ARCHITECTURE PLANS



CONSTRUCTION DOCUMENTS: ISSUED FOR PERMIT

Itemized List	Project Exchange Piece (16-149)	Date	Status
L-000	Cover Sheet	04/10/2022	Issued for Permit
L-100	Covered Site Plan	04/10/2022	Issued for Permit
L-101	Enforcement Site Plan - Mainbridge	04/10/2022	Issued for Permit
L-102	Enforcement Site Plan - Mainbridge	04/10/2022	Issued for Permit
L-103	Enforcement Site Plan - Mainbridge	04/10/2022	Issued for Permit
L-104	Covered Site Plan - Channingburg	04/10/2022	Issued for Permit
L-105	Covered Site Plan - Security	04/10/2022	Issued for Permit
L-200	Overall Landscape Plan	04/10/2022	Issued for Permit
L-201	Enlargement Landscape Plan - Mainbridge	04/10/2022	Issued for Permit
L-202	Enlargement Landscape Plan - Mainbridge	04/10/2022	Issued for Permit
L-203	Enlargement Landscape Plan - Mainbridge	04/10/2022	Issued for Permit
L-300	Site Details	04/10/2022	Issued for Permit
L-301	Site Details	04/10/2022	Issued for Permit
L-302	Site Details	04/10/2022	Issued for Permit
L-303	Site Details	04/10/2022	Issued for Permit
L-304	Site Details	04/10/2022	Issued for Permit
L-305	Site Details	04/10/2022	Issued for Permit
L-306	Site Details	04/10/2022	Issued for Permit
L-400	Planning Details & Notes	04/10/2022	Issued for Permit
L-401	Planning Specifications	04/10/2022	Issued for Permit

OWNER

CITY OF JERSEY CITY
280 GROVE ST.
JERSEY CITY, NJ 07310
PHONE (201) 547-3400

DEVELOP

EXCHANGE PLACE
HARBORSIDE 2
200 HUDSON STREET
JERSEY CITY, NJ 07310

2016/17

SLP PROPERTIES
95 GREEN ST.
JERSEY CITY, NJ 07310
PHONE (201) 433-1

LANDSCAPE

LANDSCAPE ARCHITECTS
MELUCCI • BAUER ASSOCIATES
LANDSCAPE ARCHITECTS
300 UNION AVENUE
BRIDGE, NEW JERSEY 07003
(201) 366-2100

1000-275 (ZFL)

DREXNER ROBIN
7 EYEBROW PLAZA
JERSEY CITY, NJ 07310
(201) 217-9200

STRUCTURE

THORNTON TOMASEF
57 MADISON AVENUE
NEW YORK, NY 10017
(917) 441-7300

LIGHTING

BEAM LTD
428 WEST WAVERLY
GLENVIEW, PA, 19030
(215) 508 0900

ENVIRON

GEOTECH
 (617) 970-7195

14 PEARL PLAZA
225 WEST 34TH STREET

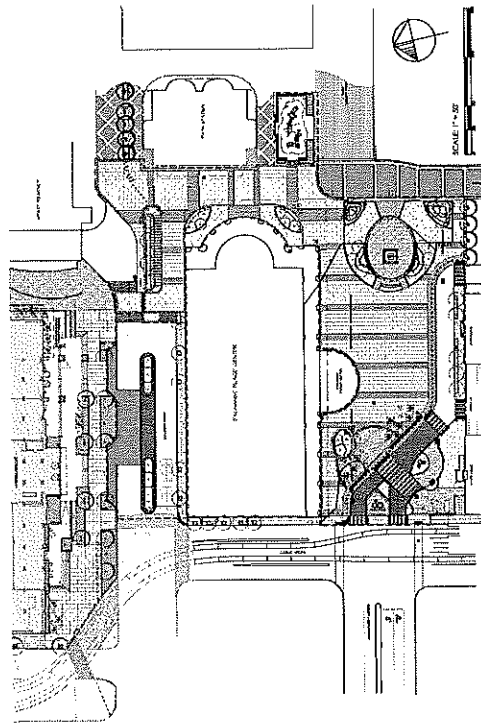
NEW YORK, NY 1012
(917) 339-9200

GENERAL NOTES:

1. THE CONTRACTOR SHALL GIVE ALL NOISES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL DECREES OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK.
2. ALL NOISE SHALL BE WITHIN THE FIELD. BEFORE CONSTRUCTION, AND SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT AND CIVIL ENGINEER.
3. ALL PAVING SURFACES SHALL BE SMOOTH AND FREE DRAINAGE AND FINISH. NO MATERIALS SHALL BE EXPOSED TO THE AIR OR TO THE GROUND. ALL MATERIALS TO BE LAID OUT IN THE FIELD UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT.
4. ALL SITE DETAILS SHALL BE REVIEWED AND SUPERVISED BY THE CIVIL ENGINEER (DESIGNER/OWNER) AND THE LANDSCAPE ARCHITECT. NO CHANGES TO THE CONSTRUCTION SHALL BE MADE WITHOUT THEIR APPROVAL.
5. ALL PLANTING AREA SHALL BE PROTECTED WITH CORROSION PROTECTANT AND LAWN AREAS WITH SPRAY IRRIGATION. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS.
6. ALL PLANT MATERIALS AND LANDSCAPE MATERIALS SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
7. ALL INFORMATION WAS TAKEN FROM DESIGNER/OWNER ENGINEERING.

ARCHAEOLOGICAL / GEOTECHNICAL REPORT NOTES:

1. THE CONTRACTOR SHALL REVIEW THE ARCHITECTED LOCAL WORKING PLAN DATED OCTOBER, 2011 AS PREPARED BY MICHAEL CHURCH & ASSOCIATES, INC. TO MAKE THEMSELVES FAMILIAR WITH THE PROJECT AND THE LOCAL WORKING PLAN ON THE PROJECT SITE.
2. THE CONTRACTOR SHALL REVIEW THE ENVIRONMENTAL REPORT, ORIGINALLY DATED FEBRUARY 11, 2016 AND THE SUPPLEMENTAL REPORT, DATED OCTOBER 12, 2016 AS PREPARED BY MICHAEL CHURCH & ASSOCIATES, INC. TO MAKE THEMSELVES FAMILIAR WITH THE REPORT FINDINGS AND THEIR IMPACT ON THE PROJECT SITE.
3. CONVICTION ON ANY STATE AND LOCAL AGENCIES AS REQUIRED PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
4. CONTRACTOR TO DETERMINE AND ACQUIRE ALL PERMITS NECESSARY AND AS REQUIRED BY THE ABOVE REPORT PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
5. BOTH PERMITS SHALL BE MADE AVAILABLE TO THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE PERMITS. THE PERMITS SHALL BE OBTAINED BY OCTOBER 1, 2017.



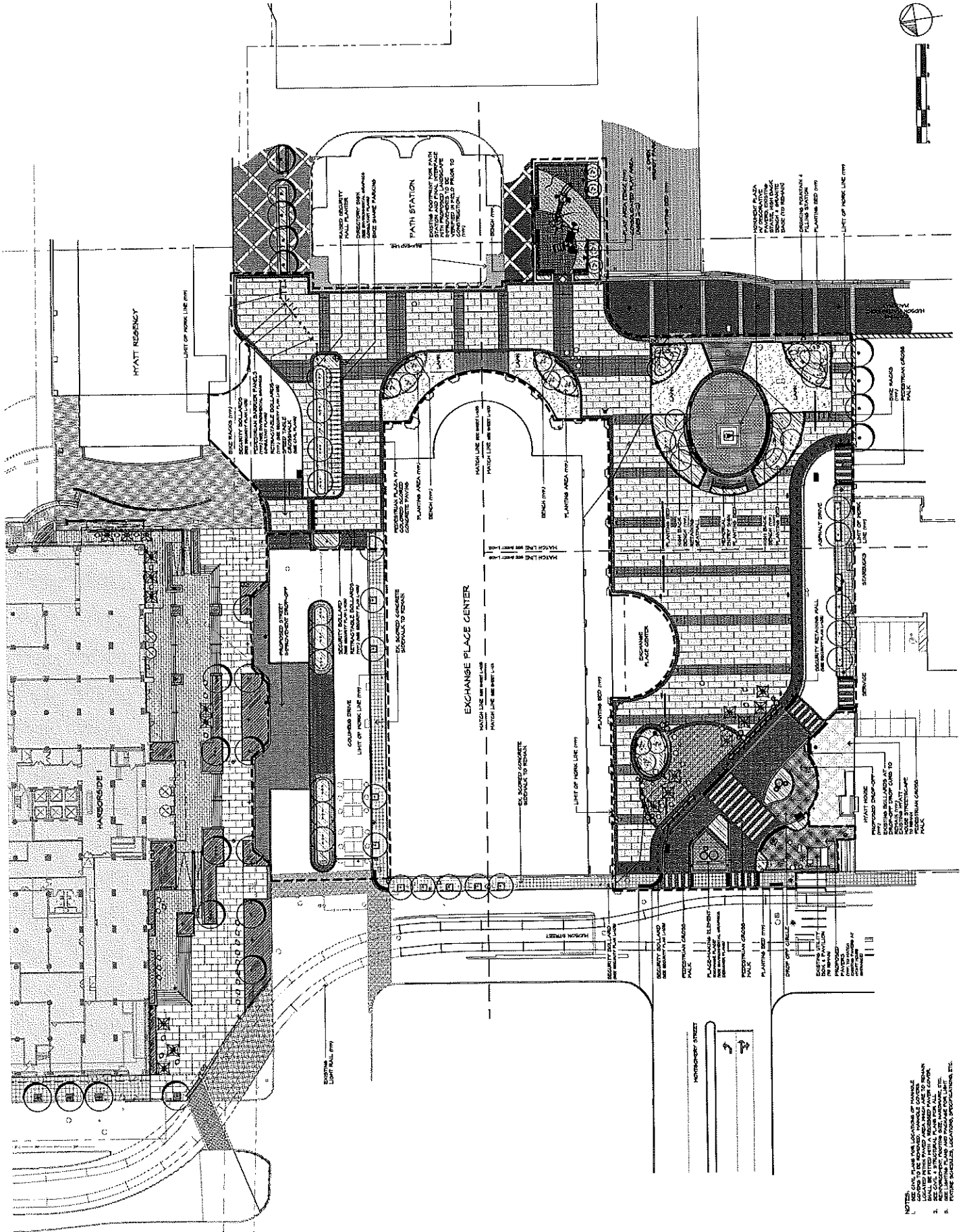
Overall Site Landscape Plan

Exchange Place
Jersey City, NJ

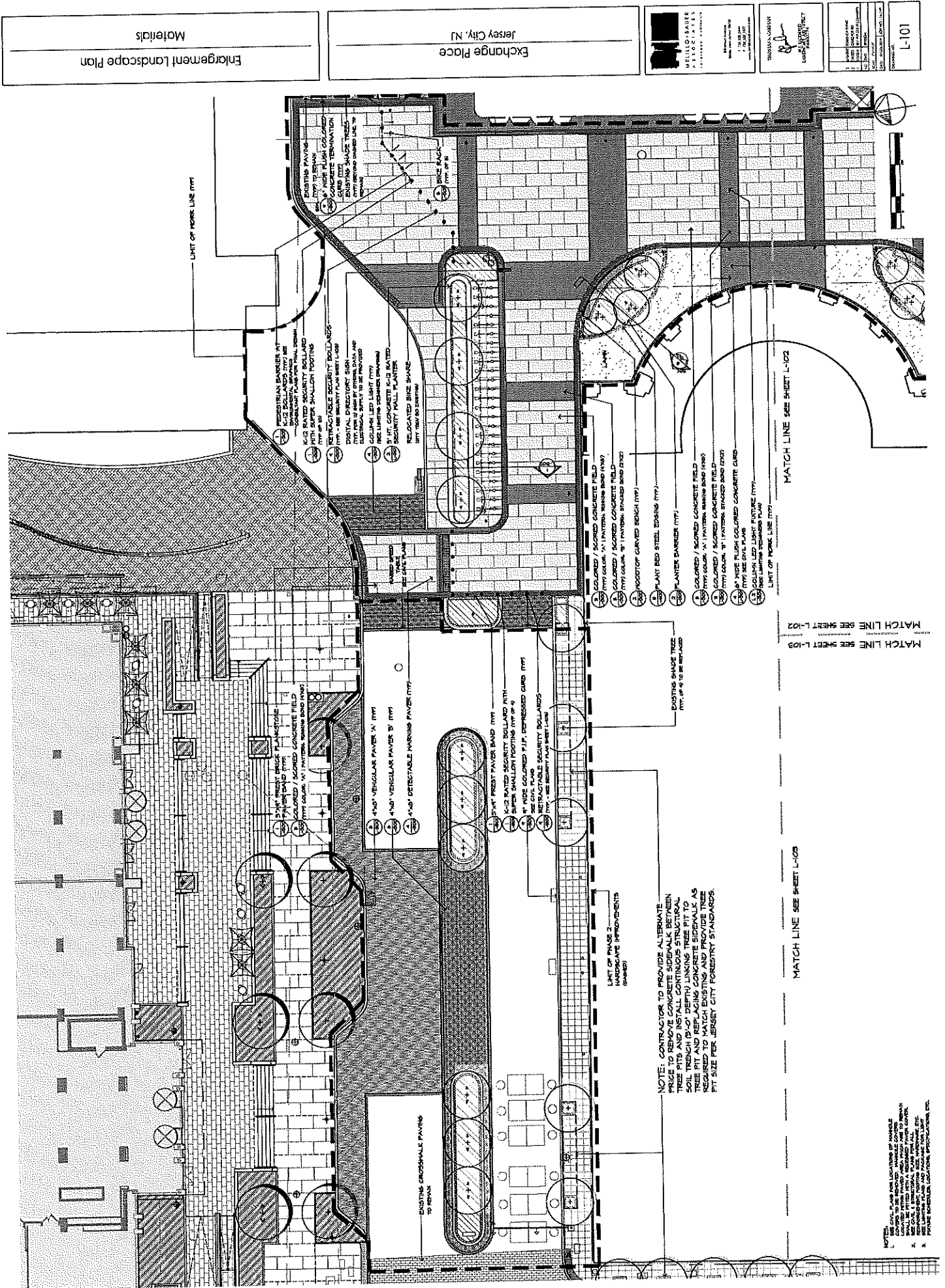


PROJECT NO.	2022-001
DATE	02/24/2023
SCALE	AS SHOWN
DESIGNED BY	THOMAS J. GABLE
CHECKED BY	THOMAS J. GABLE
IN CHARGE	THOMAS J. GABLE
DATE	02/24/2023

L-100



NOTES:
1. SEE CIVIL PLAN FOR LOCATION OF MANHOLE
2. LOCATED TO THE RIGHT AND ARE TO BE REMOVED
3. SEE CIVIL PLAN FOR LOCATION OF MANHOLE
4. SEE CIVIL PLAN FOR LOCATION OF MANHOLE
5. SEE CIVIL PLAN FOR LOCATION OF MANHOLE
6. SEE CIVIL PLAN FOR LOCATION OF MANHOLE
7. SEE CIVIL PLAN FOR LOCATION OF MANHOLE
8. SEE CIVIL PLAN FOR LOCATION OF MANHOLE
9. SEE CIVIL PLAN FOR LOCATION OF MANHOLE
10. SEE CIVIL PLAN FOR LOCATION OF MANHOLE



Engrangement Landscape Plan

Materials

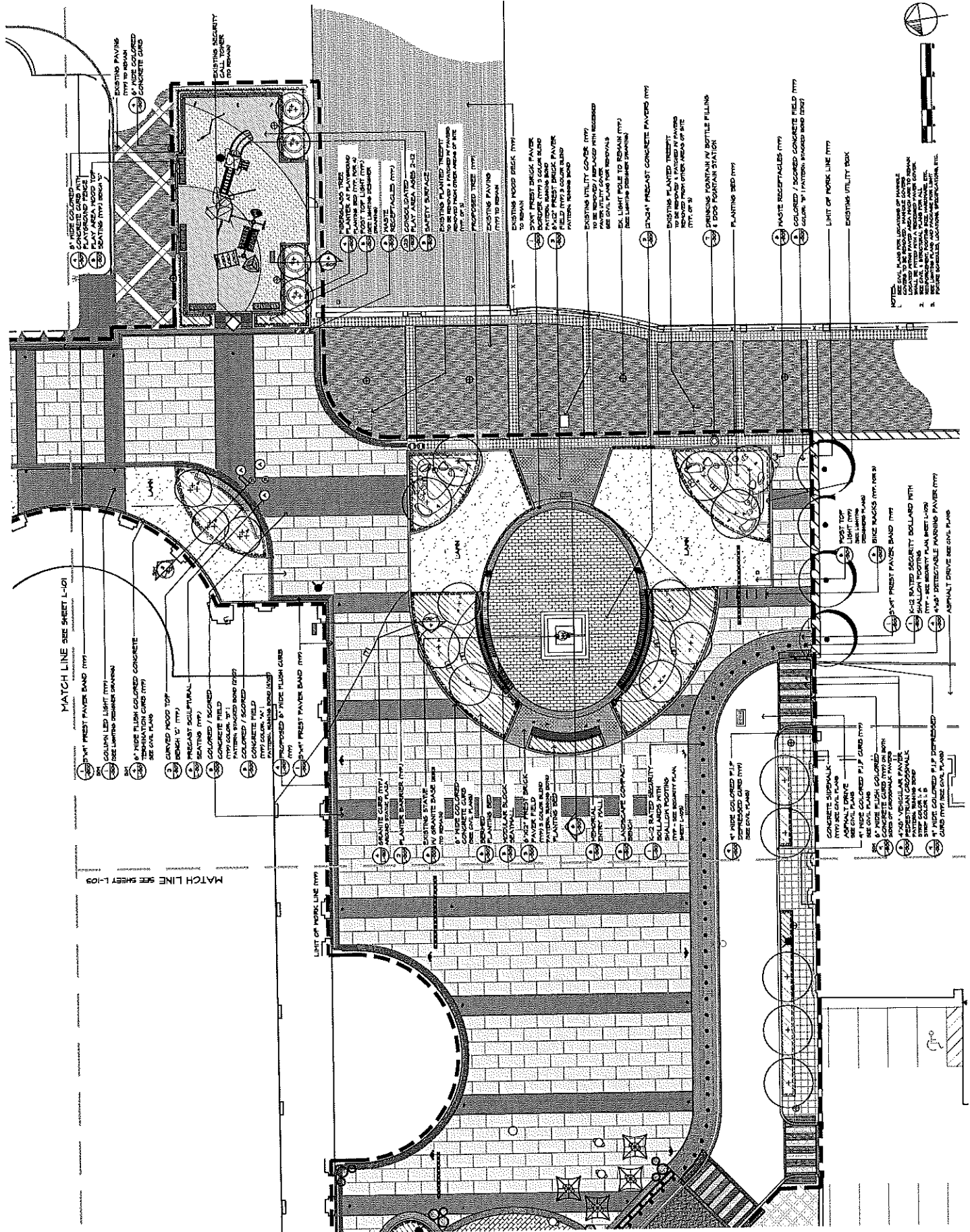
Exchange Place
Jersey City, NJ

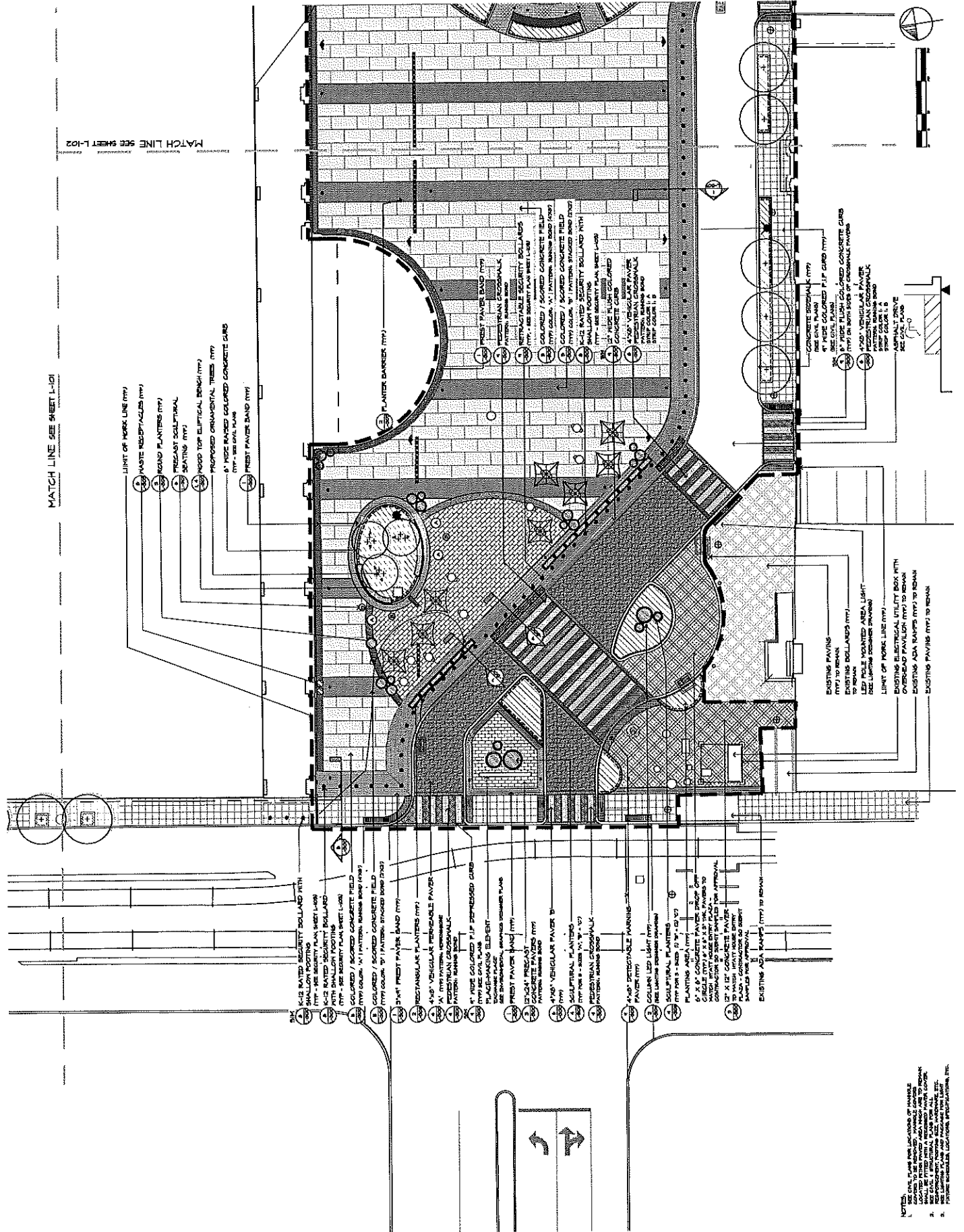


1	Project Name	Exchange Place
2	Project Address	Jersey City, NJ
3	Project Date	02/24/2023
4	Project Status	Final
5	Project Scale	1" = 10'-0"
6	Project Sheet	101-1

101-1

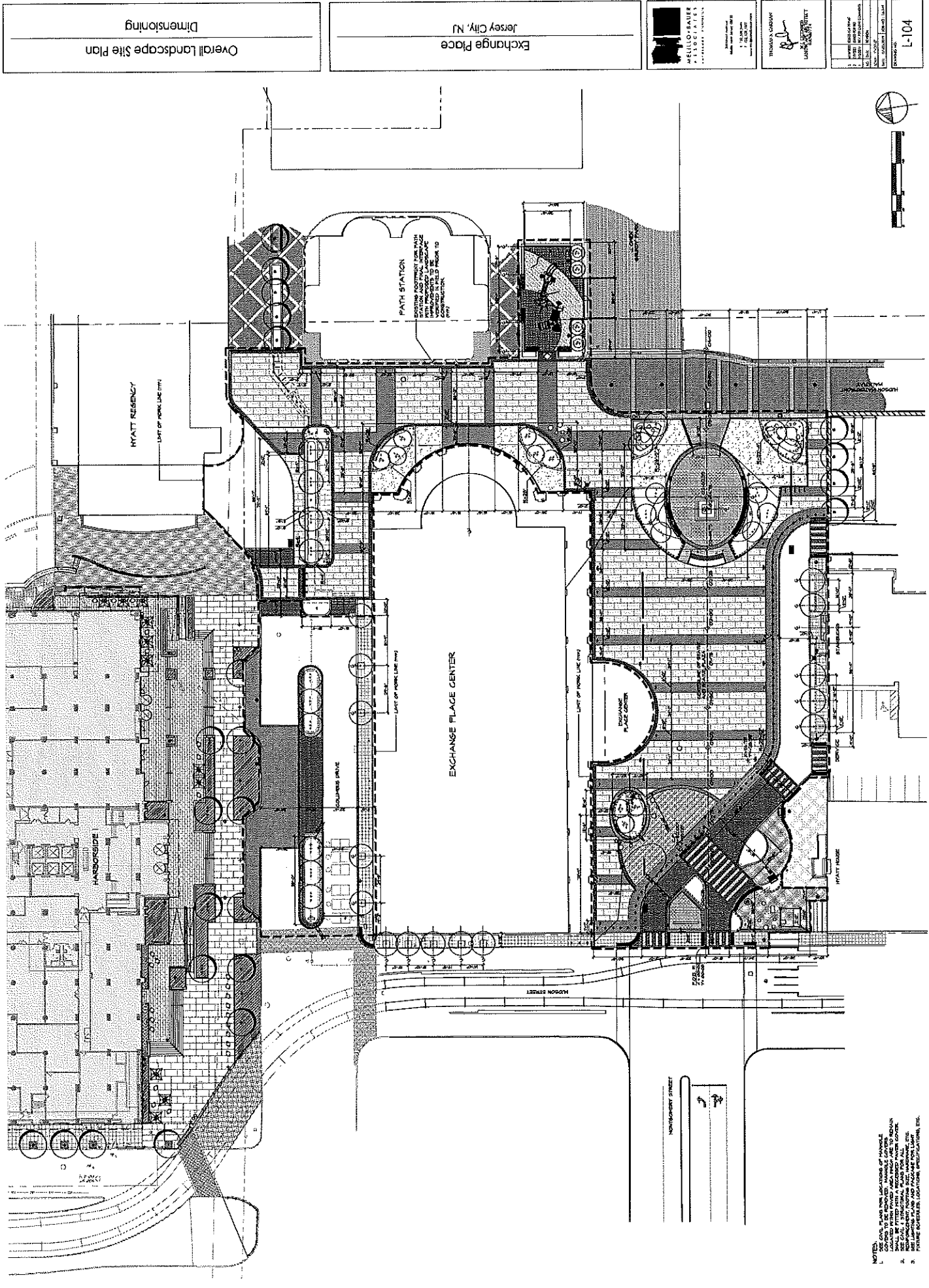
NOTES:
1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE JERSEY CITY FORESTRY STANDARDS.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE JERSEY CITY FORESTRY STANDARDS.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE JERSEY CITY FORESTRY STANDARDS.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE JERSEY CITY FORESTRY STANDARDS.
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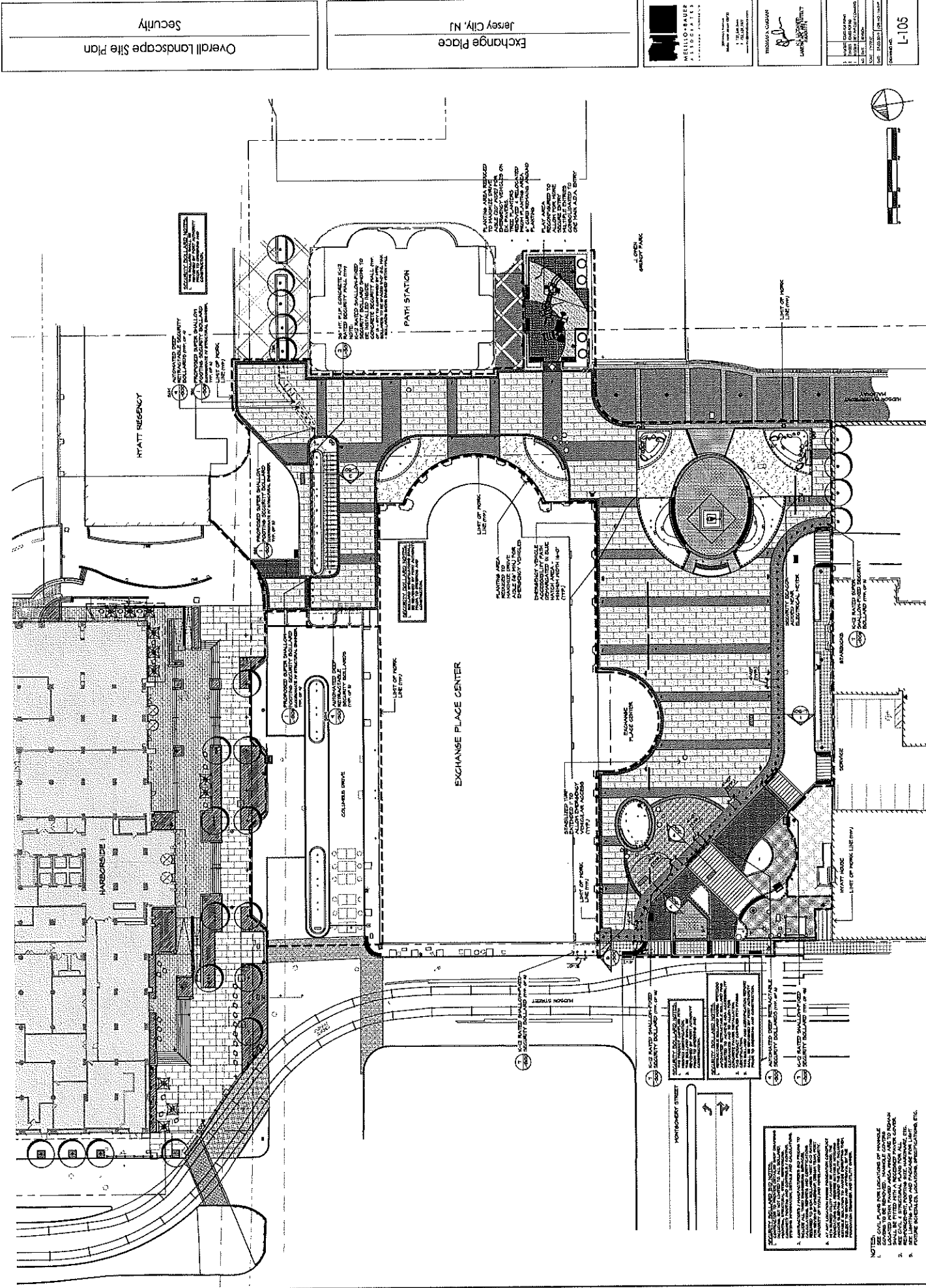




NOTES:

1. SEE GIVE PLANS FOR LOCATIONS OF MANHOLE COVERS TO BE REMOVED. MANHOLE COVERS LOCATED WITHIN PAVED AREA MUST BE TO REMAIN. SHALL BE FITTED WITH A RECESSED PAVEMENT COVER.
2. SEE CIVIL & STRUCTURAL PLANS FOR ALL REQUIREMENTS. NOTATION: SEE PLANS FOR ALL REQUIREMENTS. NOTATION: SEE PLANS FOR ALL REQUIREMENTS.
3. SEE CIVIL & STRUCTURAL PLANS FOR ALL REQUIREMENTS. NOTATION: SEE PLANS FOR ALL REQUIREMENTS.





Overall Landscape Site Plan
Security

Exchange Place
Jersey City, NJ



THOMAS L. CUDAHY
Landscape Architect
Professional Seal
No. 12345
Exp. 12/31/2024

1. Project Name	Exchange Place
2. Project Location	Jersey City, NJ
3. Project No.	12345
4. Date	02/24/2023
5. Scale	1" = 10'-0"
6. Sheet No.	L-105
7. Total Sheets	105

NOTES:
1. SEE CIVIL AND MECHANICAL DRAWINGS FOR DETAILS OF CONCRETE, METAL, AND OTHER MATERIALS.
2. LANDSCAPE MATERIALS AND PLANTS ARE TO BE SPECIFIED BY THE ARCHITECT.
3. THE ARCHITECT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
4. THE ARCHITECT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE ARCHITECT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

Overall Landscape Site Plan
Planting

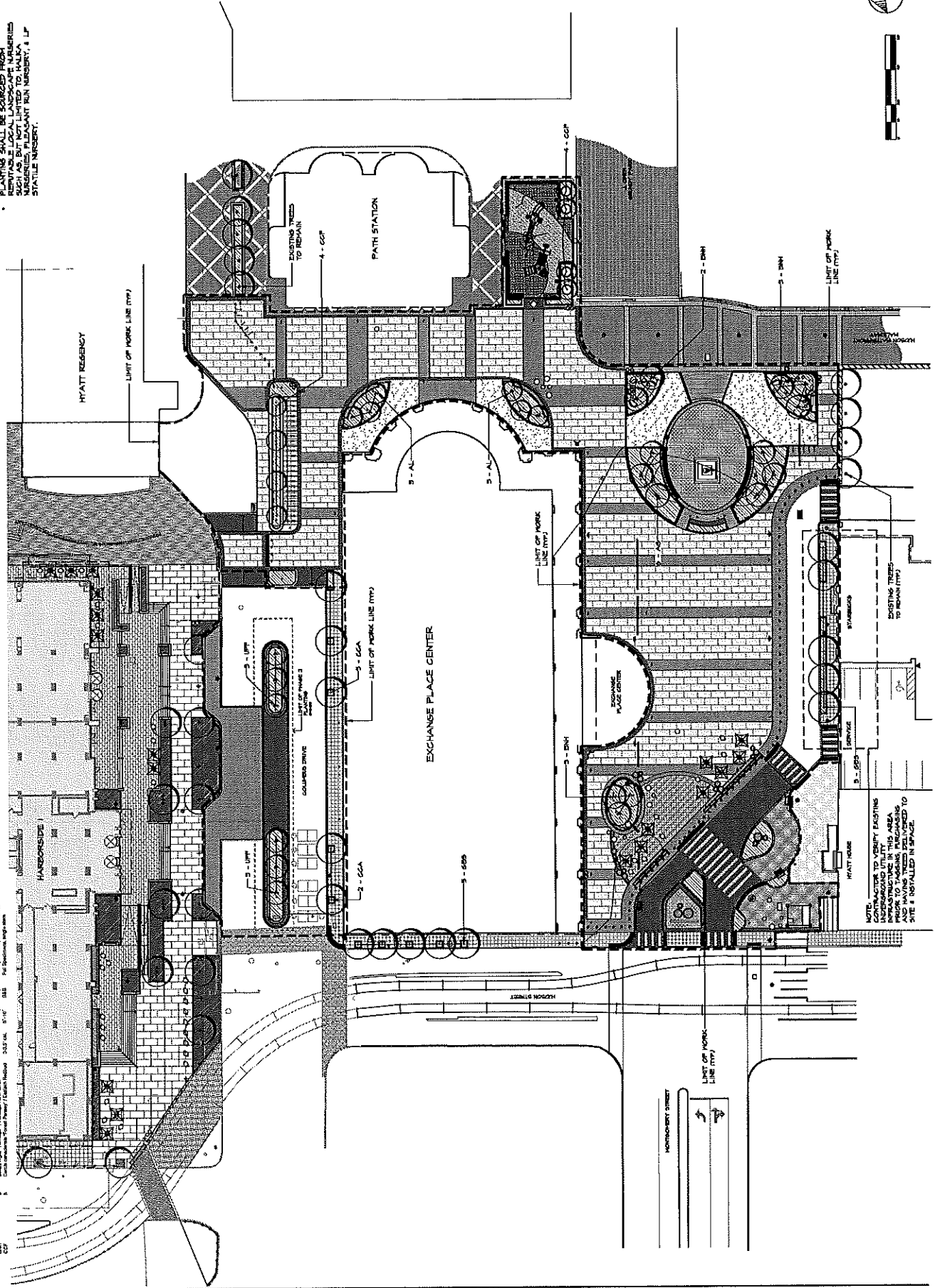
Exchange Place
Jersey City, NJ

WELLS & BAUER
ASSOCIATES
LANDSCAPE ARCHITECTS
1000 NEW YORK AVENUE
JERSEY CITY, NJ 07310
TEL: 201.734.1000
WWW.WELLS-BAUER.COM

THESE DESIGNATIONS ARE
FOR INFORMATION ONLY
AND DO NOT CONSTITUTE
A CONTRACT
DATE: 02/24/2023
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1" = 20'

L-200

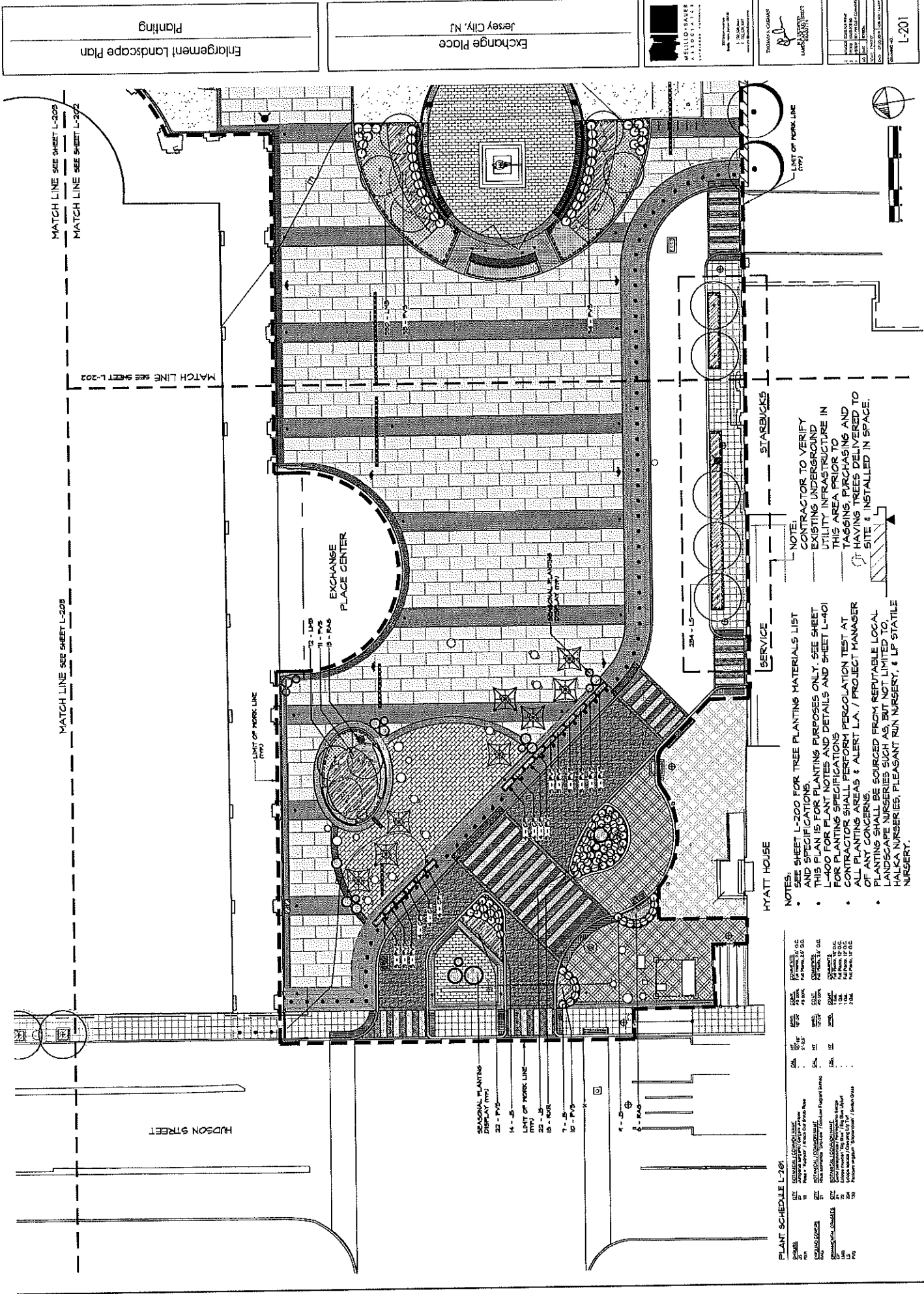
- NOTES:
- THIS PLAN IS FOR PLANTING PURPOSES ONLY. SEE SHEET L-400 FOR PLANT NOTES AND DETAILS.
 - CONTRACTOR SHALL PERFORM PENETRATION TEST AT ALL PLANTING AREAS & ADJUST L.A. / PLANTING SHALL BE SCALED FROM PLANTING SCHEDULE.
 - REPLACE LOCAL LANDSCAPE NURSERIES WITH LOCAL LANDSCAPE NURSERIES. MAINTAIN PLANTING RUN INVENTORY & LP STATE NURSERY.



PLANT SCHEDULE

PLANT	QUANTITY	PLANT	QUANTITY	PLANT	QUANTITY
1-1	10	1-2	10	1-3	10
1-4	10	1-5	10	1-6	10
1-7	10	1-8	10	1-9	10
1-10	10	1-11	10	1-12	10
1-13	10	1-14	10	1-15	10
1-16	10	1-17	10	1-18	10
1-19	10	1-20	10	1-21	10
1-22	10	1-23	10	1-24	10
1-25	10	1-26	10	1-27	10
1-28	10	1-29	10	1-30	10
1-31	10	1-32	10	1-33	10
1-34	10	1-35	10	1-36	10
1-37	10	1-38	10	1-39	10
1-40	10	1-41	10	1-42	10
1-43	10	1-44	10	1-45	10
1-46	10	1-47	10	1-48	10
1-49	10	1-50	10	1-51	10
1-52	10	1-53	10	1-54	10
1-55	10	1-56	10	1-57	10
1-58	10	1-59	10	1-60	10
1-61	10	1-62	10	1-63	10
1-64	10	1-65	10	1-66	10
1-67	10	1-68	10	1-69	10
1-70	10	1-71	10	1-72	10
1-73	10	1-74	10	1-75	10
1-76	10	1-77	10	1-78	10
1-79	10	1-80	10	1-81	10
1-82	10	1-83	10	1-84	10
1-85	10	1-86	10	1-87	10
1-88	10	1-89	10	1-90	10
1-91	10	1-92	10	1-93	10
1-94	10	1-95	10	1-96	10
1-97	10	1-98	10	1-99	10
1-100	10				

NOTE: CONTRACTOR TO VERIFY EXISTING INFRASTRUCTURE IN THIS AREA. EXISTING TREES TO REMAIN (TTR) AND NEW TREES TO BE PLANTED TO SITE & INSTALLED IN SPACE.



Enlargement Landscape Plan
Planting

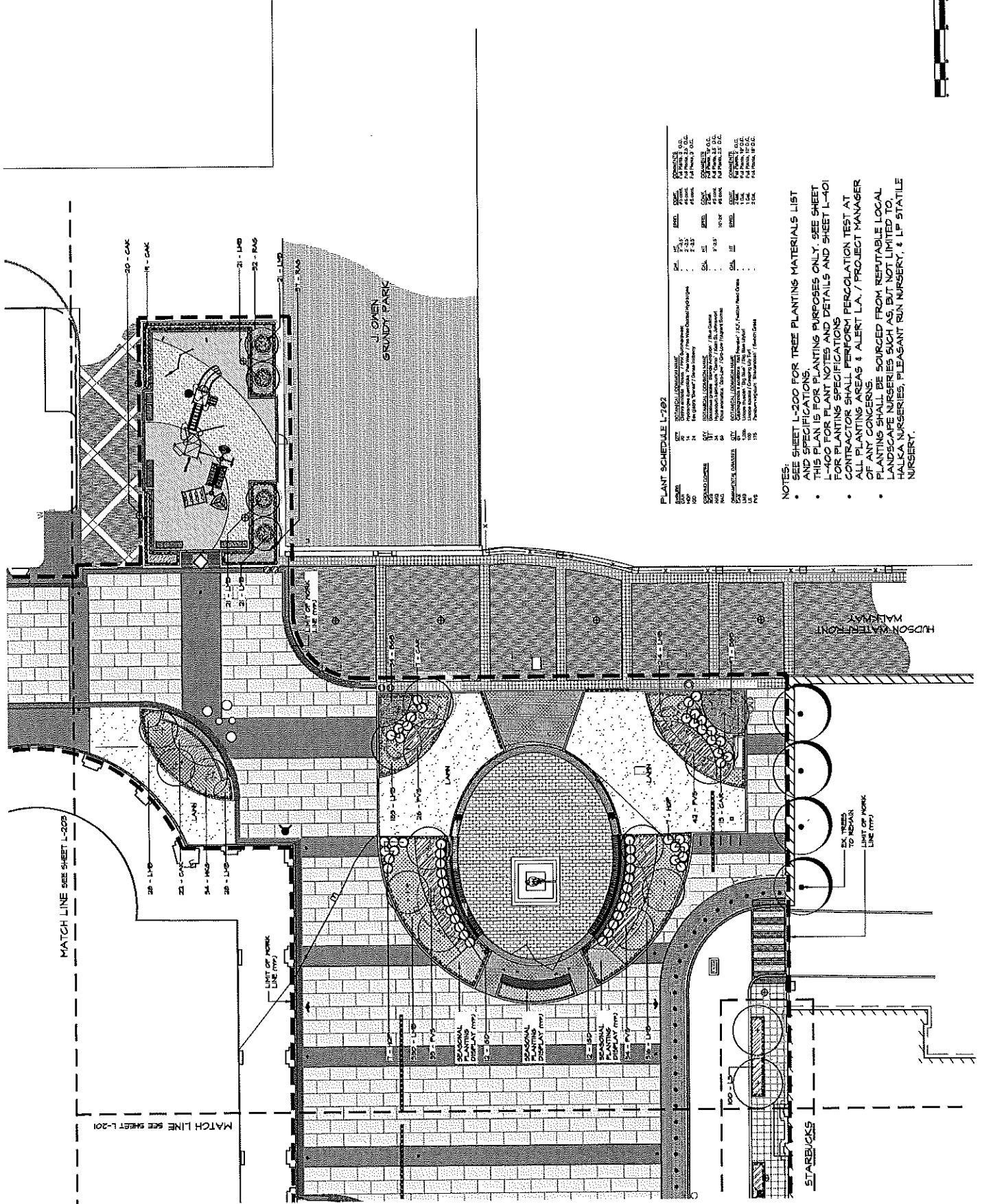
Exchange Place
Jersey City, NJ



THOMAS A. LAMAR
L-202

1. Project Name
2. Project Location
3. Project Number
4. Project Date
5. Project Status

L-202

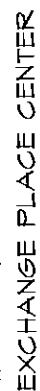


PLANT SCHEDULE L-202

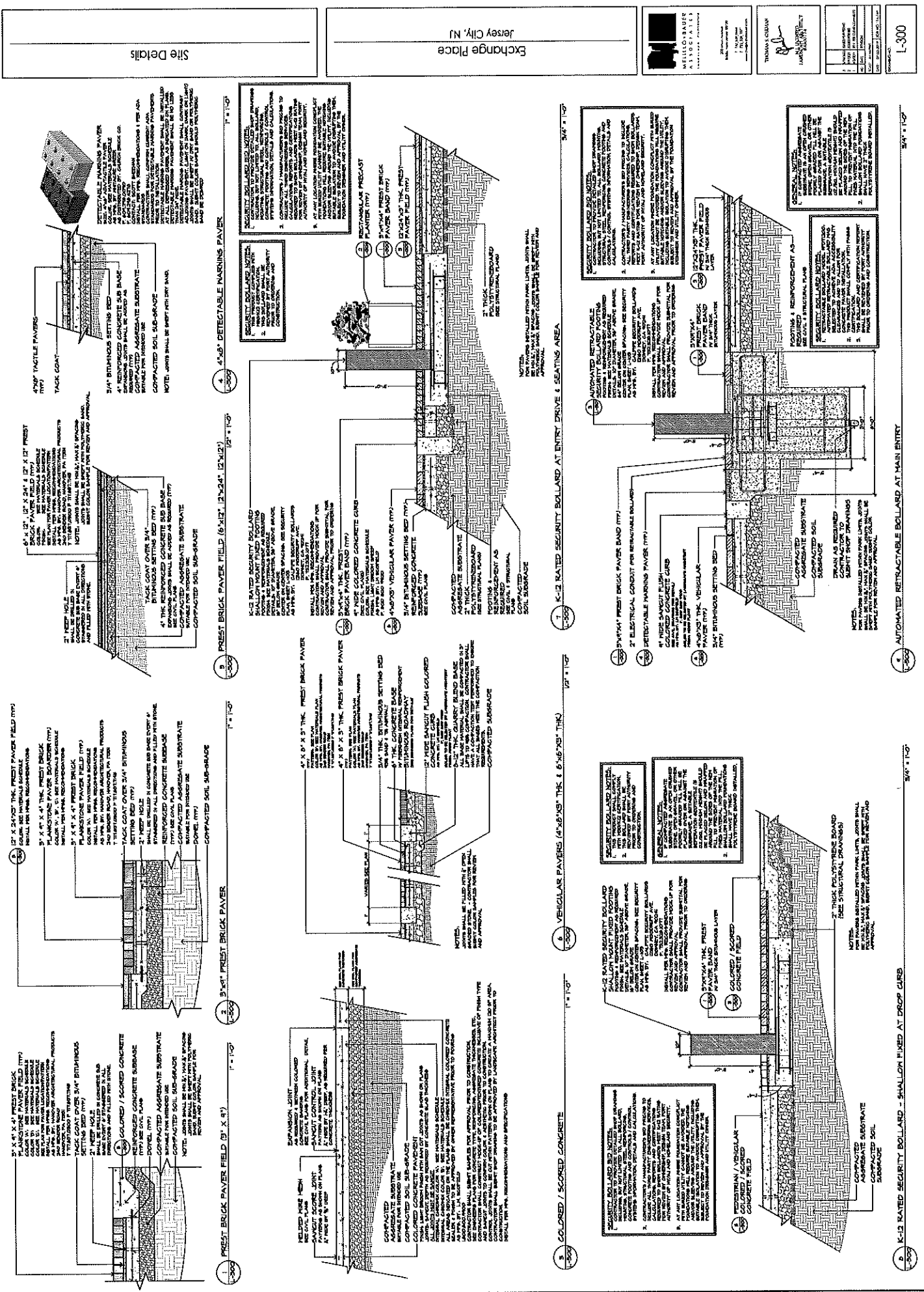
SYMBOL	QTY	COMMON NAME	TRADE NAME	SIZE	DATE	COMMENTS
100	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
101	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
102	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
103	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
104	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
105	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
106	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
107	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
108	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
109	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.
110	24	Common Name	TRADE NAME	2.00	02/24/2023	Full Height 2.00 O.C.

NOTES:
• SEE SHEET L-200 FOR TREE PLANTING MATERIALS LIST AND SPECIFICATIONS.
• THIS PLAN IS FOR PLANTING PURPOSES ONLY. SEE SHEET L-400 FOR PLANT NOTES AND DETAILS AND SHEET L-401 FOR PLANTING SPECIFICATIONS.
• CONTRACTOR SHALL PERFORM PERCOLATION TEST AT ALL PLANTING AREAS & ALERT L.A. / PROJECT MANAGER OF ANY CONCERNS.
• PLANTING SHALL BE SOURCED FROM REPUTABLE LOCAL LANDSCAPE NURSERIES SUCH AS, BUT NOT LIMITED TO, HALKA NURSERIES, PLEASANT RUN NURSERY, & LP STABLE NURSERY.





PLANT SCHEDULE L-203

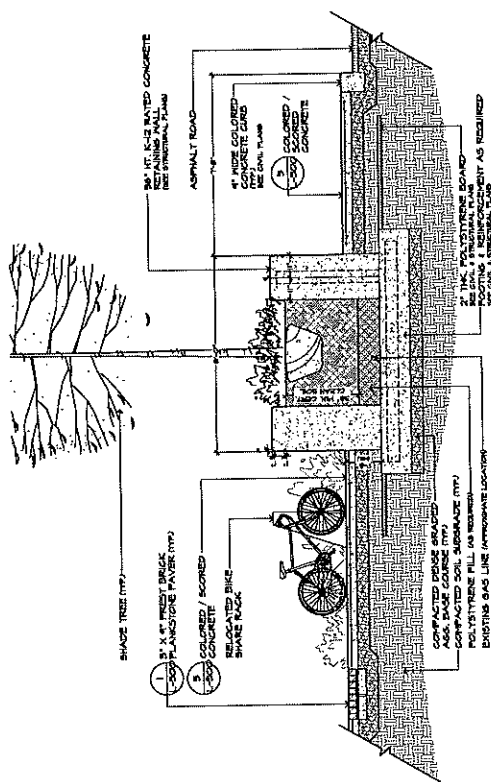


Site Details

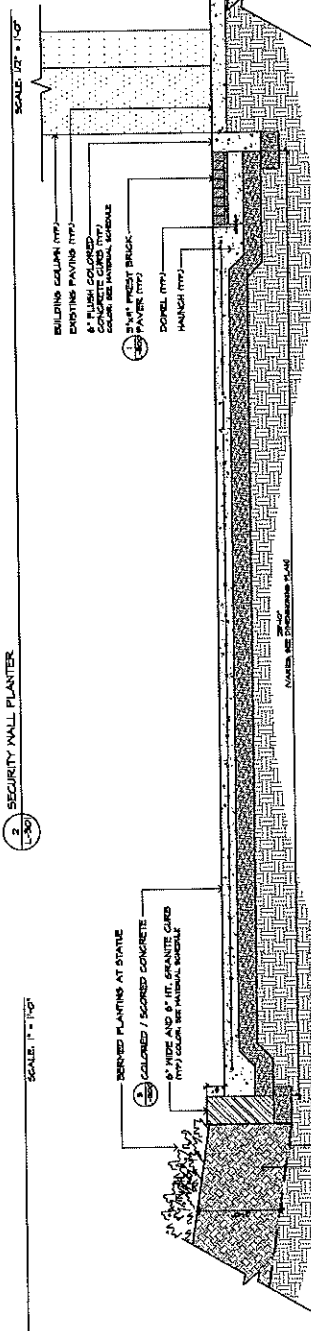
Exchange Place
Jersey City, NJ

**MELILLO-BAUER
ASSOCIATES**
INTERNATIONAL • 1-800-368-7222

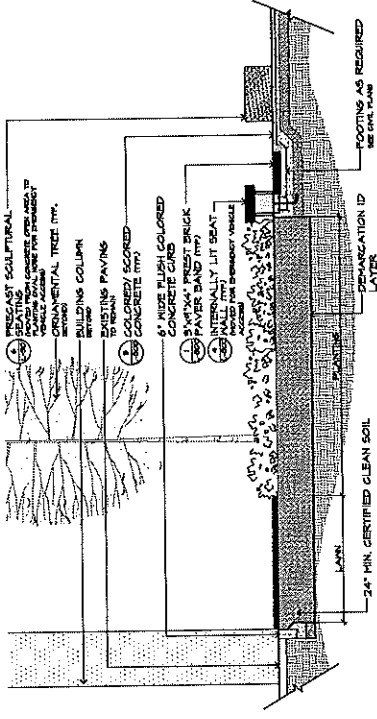
THOMAS S. CARROLL
K. J. HANSEN
LAWSON, JR. & ASSOCIATES

[illegible]

2 SECURITY WALL PLANTER



4. COLORED SCORED CONCRETE WALK



SEATING & PLANTING AREA ADJACENT TO THE PATH STATION

[illegible]

GENERAL NOTES:

1. IF COMPACTED AGGREGATE SUBSTRATE IS AN OPEN GRADED STONE, OPEN GRAVEL, OR OTHER STONE, OPEN GRAVEL FILL WILL BE PLACED OVER OR AGAINST THE AGGREGATE A MINIMUM 2" DEPTH (SEE DETAIL #1) IS REQUIRED BELOW AND MEANT TO PREVENT MIGRATION OF FILL MATERIAL INTO THE MILL SHALL HAVE A THICK POLYSTYRENE BOARD INSTALLED.
- 2.

SECURITY BOLLARD NOTES:

1. THIS PRODUCT SHALL COMPLY WITH MCKENZIE CERTIFICATION.
2. THIS BOLLARD SHALL BE REVIEWED BY PORT AUTHORITY PRIOR TO ORDERING AND CONSTRUCTION.

NOTES:
FOR PAVED INSTALLED WITHIN PAVED LIMITS, JOINTS SHALL BE JOINTS. MAX 15" SPACING. JOINTS SHALL BE SET WITH POLYURETHANE SAND. NIGHT COLOR MARKS FOR REVEAL AND APPROVAL.

8 K-12 RATED SECURITY BOLLARD
-355 SHALLOW MOUNT FIXED FOOTING

STRUCTURAL DRAWINGS)
(ATT)
MOOTING & REINFORCEMENT AS REQUIRED
SEE CIVIL & STRUCTURAL PLANS

WALL & BERMED PLANTING BED

10

0.4

STATION

[illegible]

641003
7-10-64

MENT: AUTOMATED RETRACTABLE

[illegible]

1. The first step is to identify the problem or question that needs to be solved. This involves understanding the context and the specific requirements of the task.

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10

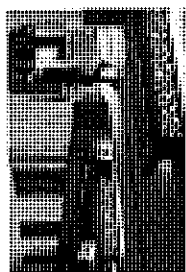
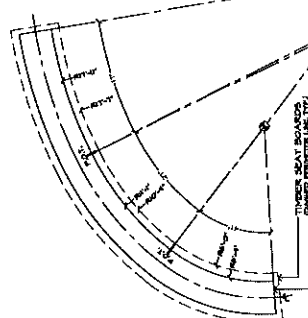
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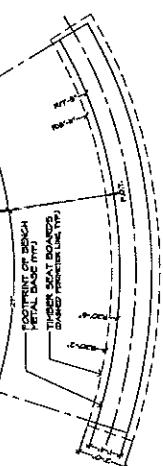
—24" MIN. CERTIFIED CLEAN

ING & PLANTING AREA ADJACENT

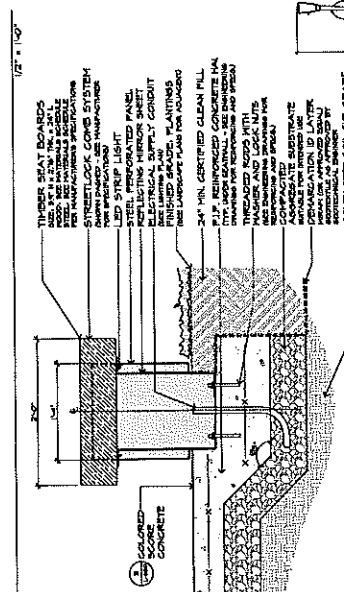
[illegible]

[illegible]

iv. FULL HOUSE



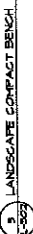
STANDARD TYPE, 'A2'



TYPE "C"



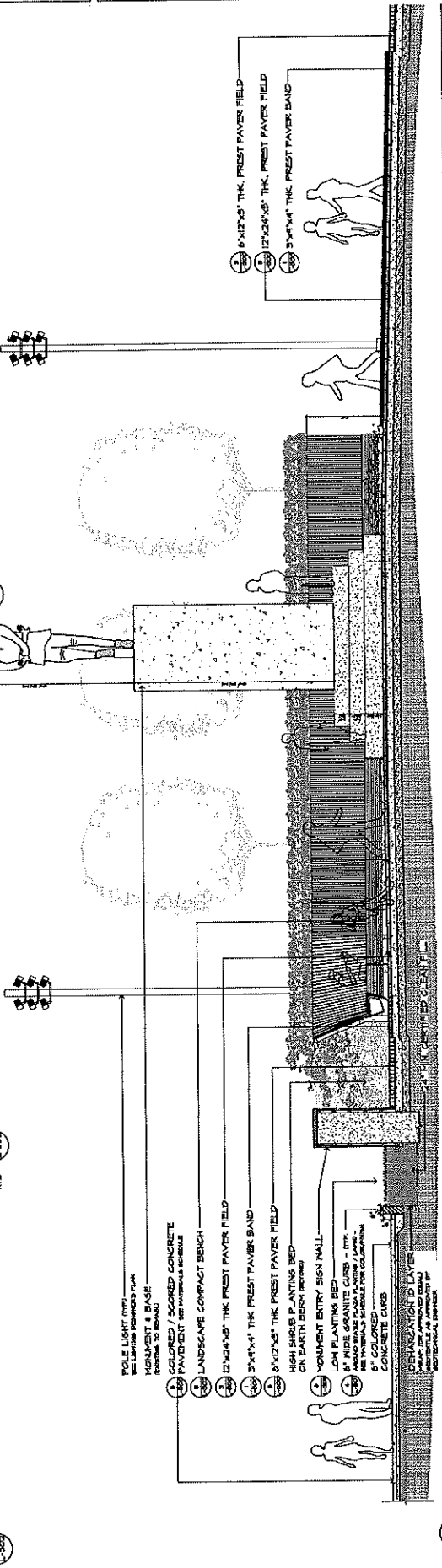
NO. 1



5 LANDSCAPE COMPACT BENCH



Don't be late



6 MONUMENT CIRCLE WITH BERMIED PLANTING & LANDSCAPE COMPACT BENCH

2/5 - 5/5

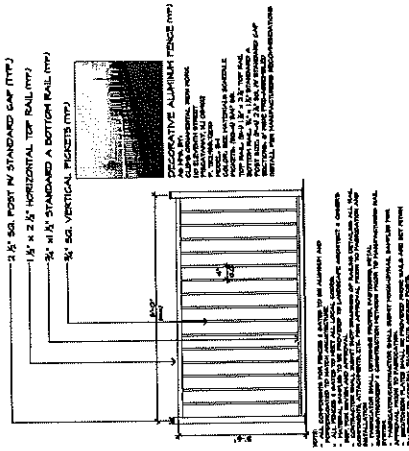
Site Details

Exchange Place
Jersey City, NJ

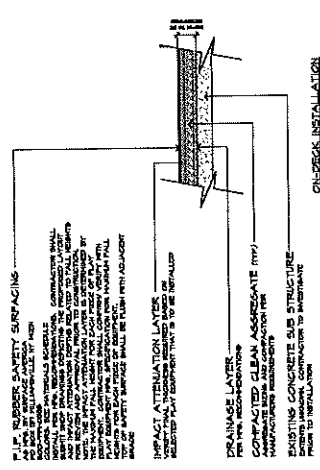


1	PROJECT NO.	2023-001
2	PROJECT NAME	Exchange Place
3	PROJECT ADDRESS	Exchange Place, Jersey City, NJ
4	DATE	02/24/2023
5	SCALE	AS SHOWN
6	REVISIONS	
7	BY	
8	DATE	
9	DESCRIPTION	
10	APPROVED	
11	DATE	
12	DESCRIPTION	
13	BY	
14	DATE	
15	DESCRIPTION	
16	BY	
17	DATE	
18	DESCRIPTION	
19	BY	
20	DATE	
21	DESCRIPTION	
22	BY	
23	DATE	
24	DESCRIPTION	
25	BY	
26	DATE	
27	DESCRIPTION	
28	BY	
29	DATE	
30	DESCRIPTION	

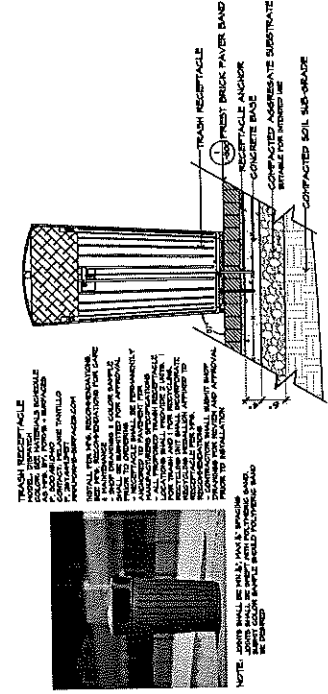
L-303



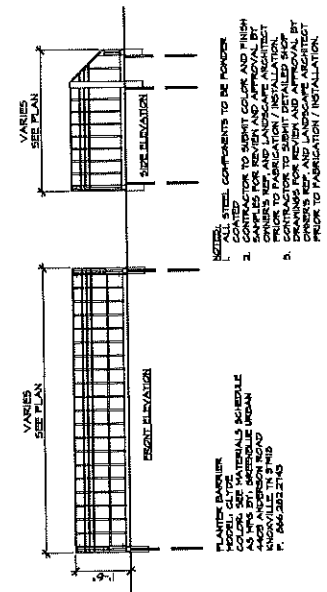
5 PLAY AREA FENCE SCALE: 3/4\"/>



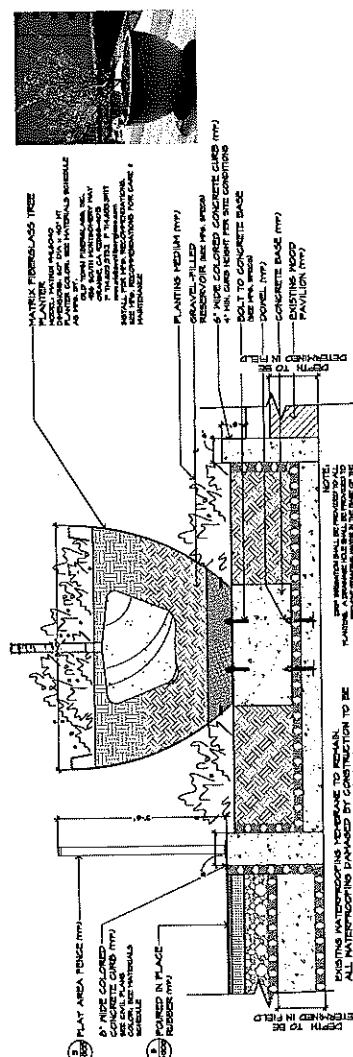
5 SAFETY SURFACING SCALE: 3/4\"/>



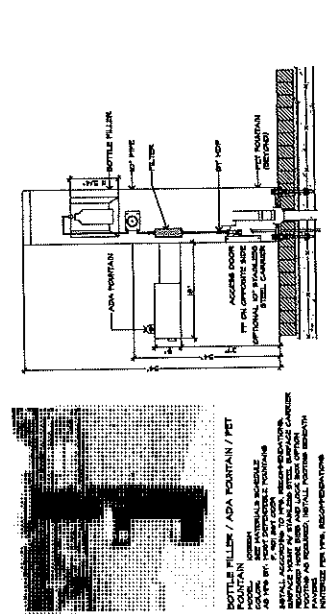
5 TRASH RECEPTACLE SCALE: 1/4\"/>



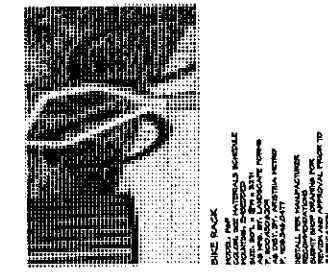
2 PLANTER BARRIER SCALE: 3/4\"/>



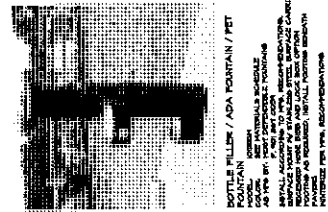
1 PEDESTRIAN BARRIER - DECORATIVE PANEL SCALE: 3/4\"/>



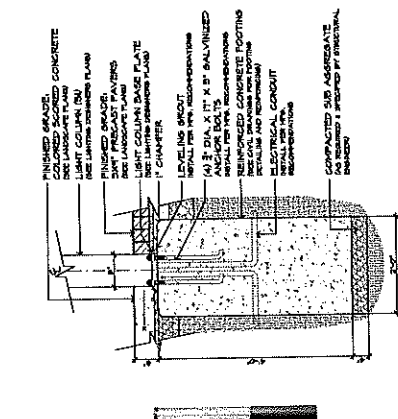
7 DOG FOUNTAIN & BOTTLE FILLING STATION SCALE: 1/4\"/>



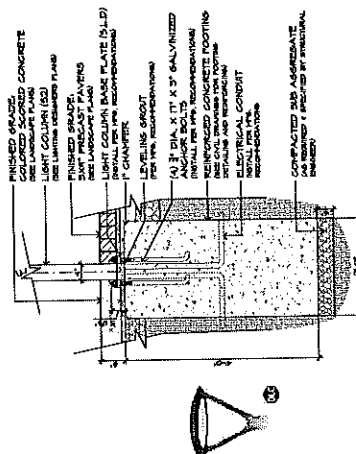
6 BIKE RACK SCALE: 1/4\"/>



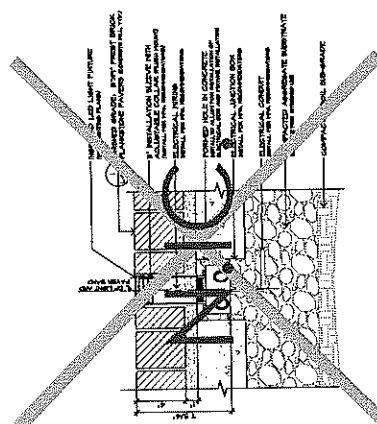
4 PLANTING BED & FENCE AT PLAYGROUND AREA SCALE: 1/4\"/>



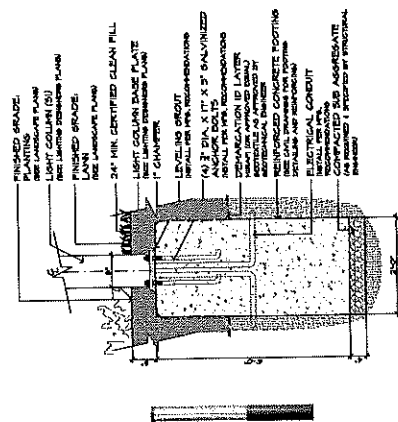
COLUMN LED LIGHT (51); CONDITION "B"



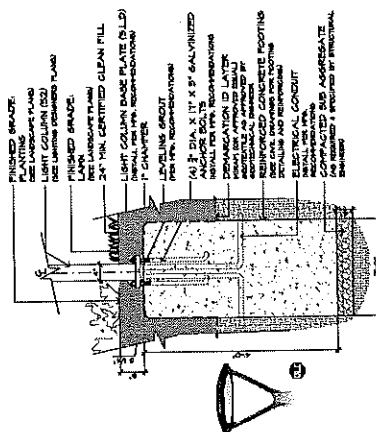
POST TOP LIGHT (52): CONDITION "B"



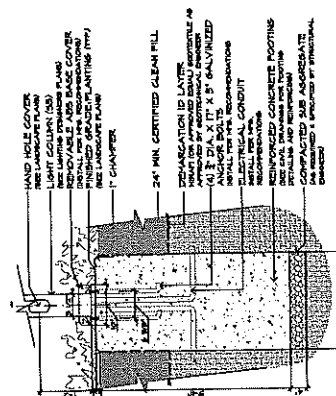
① INGROUND LED FIXTURE (R1) - PAYER INSTALLATION - BASE BID
SCALE: 3" = 1'



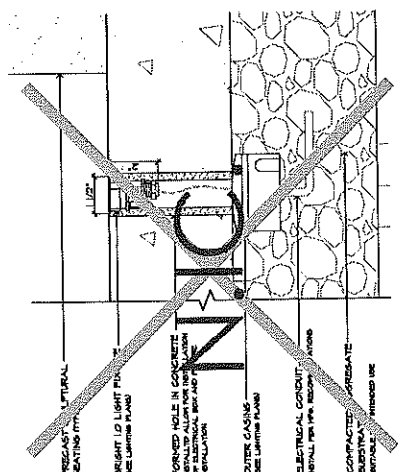
1. COLUMN LED LIGHT (SI); CONDITION "A"



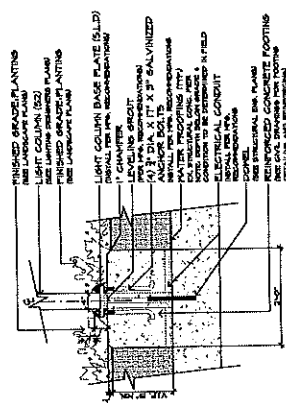
4. BEST TOP LIGHT (53); CONDITION "A"



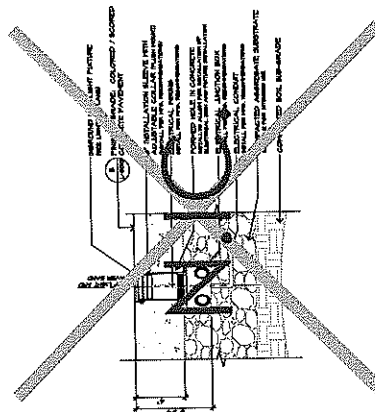
7 ODESSA CLUSTER COLUMN PROJECTOR (52)



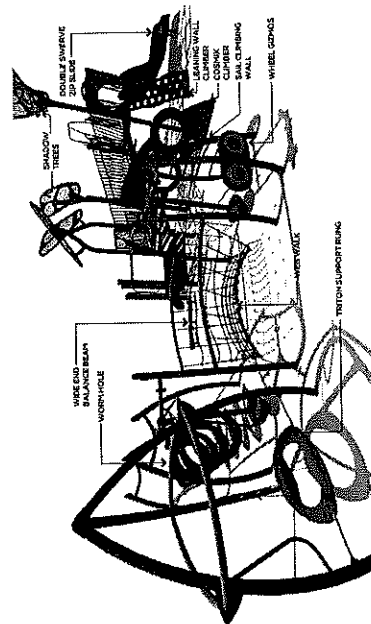
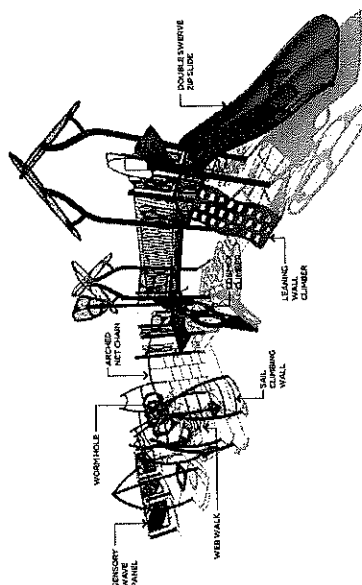
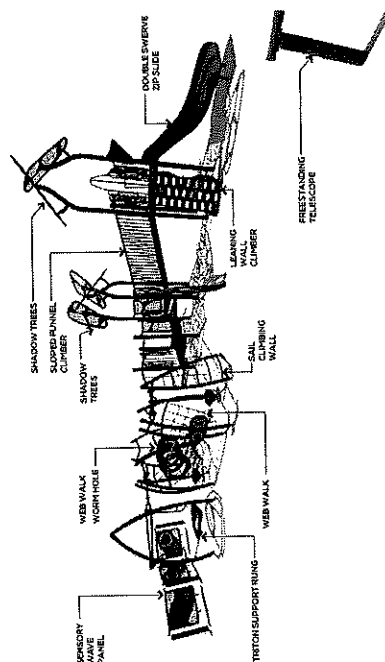
5 BRIGHT LIGHT FIXTURE



POST TOP LIGHT (52); CONDITION "C"



4 INGROUND LED FIXTURE (R1) ~ CONCRETE PAVE. INSTALLATION - ADD ALT. SCALE 3" = 1'



Site Details

Exchange Place
Jersey City, NJ



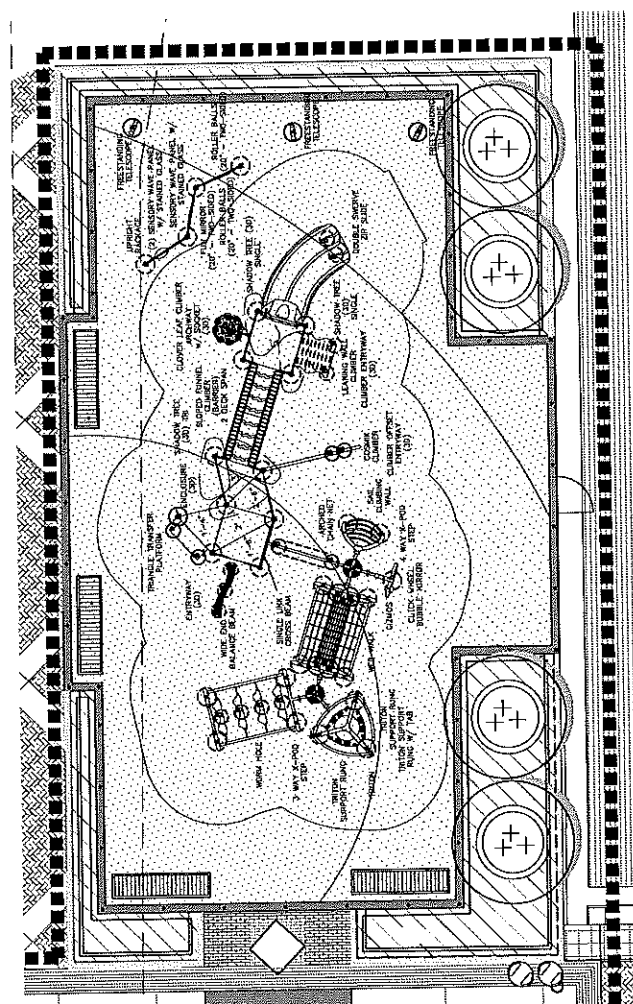
THOMAS J. CARRISON

CARRISON

Item	Unit	QTY
1. 100% COTTON T-SHIRT	100	100
2. 100% COTTON T-SHIRT	100	100
3. 100% COTTON T-SHIRT	100	100
4. 100% COTTON T-SHIRT	100	100
5. 100% COTTON T-SHIRT	100	100
6. 100% COTTON T-SHIRT	100	100
7. 100% COTTON T-SHIRT	100	100
8. 100% COTTON T-SHIRT	100	100
9. 100% COTTON T-SHIRT	100	100
10. 100% COTTON T-SHIRT	100	100

L-305

PERSPECTIVES: 2-12 YEAR PLAY AREA



NOTE:
PLAY EQUIPMENT PIECES SHOWN ARE FOR BID PURPOSES ONLY. FINAL
EQUIPMENT SELECTION TO BE MADE BY OWNERSHIP DIRECTION.

SCALE 1/4" = 1'-0"

ENLARGEMENT: 2-12 YEAR PLAY AREA

PLAY EQUIPMENT
AS MFG BY: GAMETIME
DIST. BY: MRC REC
REF: DONALD COOPER
PHONE: 732.751.9034
WEBSITE: WWW.MRCREC.COM

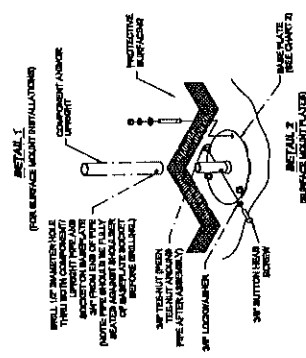
D.B.	NAME PLATE
1 34 1/2"	132000
1 34"	132001
1 7/8"	132002
2 3/4"	132003
2 7/8"	132004
3 1/2"	132005

PLAY EQUIPMENT NOTES

CONTINUING TO BE COORDINATED WITH PLAY EQUIPMENT MANUFACTURER'S COMPLETE SHOP DRAWINGS. PLAY STRUCTURE TO BE INSTALLED PER SHOP RECOMMENDATIONS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL SAFETY ZONES PRIOR TO INSTALLATION.

COLGERS, TO BE SELECTED BY L.A. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE PRIOR TO

NOTE:
1. "N" = MATERIAL TO BE
REMOVED.
2. SOME HOUSING COMPONENTS
REQUIRE EXTENSIVE REVIEW OF
TECHNICAL INSTALLATION SHEET IF
EXTENSIONS ARE REQUIRED. ALL
MATERIAL TO BE REMOVED
ACCORDINGLY.



7 GAMETIME: SURFACE MOUNTING INSTRUCTIONS

100

Exhibit I

Figure 1

Exhibit J

Ordinance of the City of Jersey City, N.J.

File No. Ord. 20-062
 Agenda No. 3.2 (1st Reading)
 Agenda No. 4.2 (2nd Reading and Final Passage)



ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE II (EXCHANGE PLACE PEDESTRIAN MALL).

COUNCIL AS A WHOLE offered and moved adoption of the following ordinance:

- A. The following implementation to CHAPTER 67 (Pedestrian Malls), ARTICLE II (Exchange Place Pedestrian Mall) are hereby adopted:

PEDESTRIAN MALLS ARTICLE II Exchange Place Pedestrian Mall

§2-1. Definitions.

The following terms shall have the meanings indicated:

- A. A. "Pedestrian Mall" or "Pedestrian Mall Improvement" or "Pedestrian Plaza" or "Mall": Pursuant to N.J.S.A. 40:56-65 et seq., any local improvement designed to be used primarily for the movement, safety, convenience and enjoyment of pedestrians, whether or not a part of a street, that is set apart for roadway or emergency vehicles, transit vehicles and private vehicles, or any of them. A Pedestrian Mall Improvement shall include but not be limited to pedestrian thoroughfares, perimeter parking, public seating, park areas, outdoor cafes, shelters, trees, flower plantings, sculpture, newsstands, telephone booths, traffic signs, kiosks, fire hydrants, street lighting, ornamental signs, ornamental lights, trash receptacles, display cases, marquees, awnings, canopies, overhead radiant heating fixtures, underground radiant heating pipes and devices, walls, bollards and chains and all such other fixtures, equipment, facilities and appurtenances which in the judgment of the governing body of a municipality will enhance the movement, safety, convenience and enjoyment of pedestrians and benefit the municipality and adjoining properties.

§2-2. Findings.

- A. A. The Mayor and Council find and declare:

- (1) The City of Jersey City may undertake development and maintenance of a Pedestrian Mall as a local improvement pursuant to this act and provisions of N.J.S.A. 40:56-67 et seq.
- (2) That an Exchange Place Pedestrian Mall will enhance the movement, safety, convenience and enjoyment of pedestrians.
- (3) That Exchange Place, between Hudson Street and the Hudson River Waterfront Walkway, is not a part of any state highway, is located primarily in a business district and is improved to its maximum feasible width with regard to adjoining buildings and improvements.
- (4) That a reasonably convenient alternative route to other parts of the City and state exists for private vehicles.

APPROVED AS TO LEGAL FORM

KB

Business Administrator

PD

Corporation Counsel

Ord. 20-062

Ordinance implementing Chapter 67 (Pedestrian Malls), Article ii (Exchange Place pedestrian mall).

- (5) That continued unlimited use of the street or part thereof by private vehicles may constitute a hazard to the health and safety of pedestrians.
- (6) That abutting properties can reasonably and adequately be provided with emergency vehicular services and receive and deliver merchandise and materials from other streets and alleys or by provisions for limited use of the streets by emergency vehicles and carriers of such merchandise and materials.
- (7) That it is in the best interest of the City and the public and of benefit to adjacent properties to use such street primarily for pedestrian purposes, and that pedestrian use is determined to be the highest and best use of such street or part thereof.

§2-3. Limitations.

- A. A. A Pedestrian Mall shall be created on the following street(s) or portion thereof:
 - (1) Exchange Place, between Hudson Street and the Hudson River Waterfront Walkway, as indicated on the street map on file in the Office of the City Clerk. This excludes Private Access Road.
- A. B. The use of the surface of the above described Exchange Place shall be limited at all times to pedestrians and also emergency, public works, waste removal, other maintenance and service vehicles ("Permitted Vehicles"), as well as other vehicles explicitly permitted by the City under Section 4 below.
- B. C. The Exchange Place Alliance Special Improvement District shall maintain the Exchange Place Pedestrian Mall Operating Plan that shall contain rules and regulations regarding the specific permitted uses of the Mall, including but not limited to special events, food and beverage service, and improvements and maintenance of the mall.
- C. D. The City acknowledges that there is access to other streets for delivery of or receiving merchandise or materials.

§2-4. Use of pedestrian mall; control and regulation.

- D. A. Under the direction of the Mayor and governing body, a pedestrian mall may be used for any purpose or activity which will enhance the movement, safety convenience or enjoyment of pedestrians, subject to the limitations set forth in this section.
- E. B. The Exchange Place Alliance Special Improvement District shall maintain a Pedestrian Mall Operating Plan, to be enforced by the Department of Public Safety and the Division of Commerce that will provide for the control and regulation of:
 - (1) The distribution and location of movable furniture, sculpture or pedestrian traffic control devices, landscaping and other facilities belonging to the mall and not otherwise located or fixed by plans and specifications.
 - (2) The uses to be permitted on the Mall by occupants of abutting properties, including but not limited to transit or telephone utilities and other concessionaries.
 - (3) The issuance of permits to conduct any special activity(ies) or operation(s) consistent with the broad purpose of the Mall, subject to the limitations set forth in this section.
 - (4) The operation of any heating or other facilities and replacing landscaping and maintain furniture and facilities in the Mall.
 - (5) The designation of parking space and/or other specifically reserved uses of them, all or portions thereof.
 - (6) Pursuant to N.J.S.A. 40:56-69 et seq., the regulation of a limited amount of local vehicle traffic in order to allow for deliveries, pickups and/or drop-offs of business patrons or employees, and/or other loading and unloading of personnel, materials or other goods

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Ordinance implementing Chapter 67 (Pedestrian Malls), Article ii (Exchange Place pedestrian mall).

to be used directly or indirectly by a business and/or residence along the pedestrian mall.

F. C. The following minimum restrictions and regulations shall be in effect at all times within the Mall and shall be noted in the Pedestrian Mall Operating Plan"

(1) Any person(s) creating undue amounts of noise, waste and/or a potentially dangerous or threatening environment for any mall patrons will be subject to removal from the Pedestrian Mall and subject to additional penalties allowed by law, if applicable.

(2) No person may loiter in the Pedestrian Mall between the hours of 11:00 pm and 6:00 am, whether or not that person is making use of any Pedestrian Mall public seating, fixtures or any other Pedestrian Mall features. Any person in violation of this section will be subject to removal from the Pedestrian Mall in addition to any other penalties allowed by law, if applicable.

(3) Amplified music or other amplified sounds shall be allowed within the Pedestrian Mall so long as applicable permits have been issued either by the Office of Cultural Affairs or other applicable authority or in accordance with the requirements set forth herein. Any other limits on music or noise (including, without limitation, maximum permitted decibel levels) that would otherwise be applicable to Exchange Place with or without the establishment of the Mall shall remain in full force and in effect within this area.

(4) All rooftop areas of bars and/or restaurants must operate in accordance with applicable city rules and regulations regarding closing time and food and beverage service.

G. D. The following minimum restrictions and regulations with regard to vehicle access shall be in effect at all times within the Mall and shall be noted in the Pedestrian Mall Operating Plan

(1) Vehicles are not permitted to enter the Pedestrian Mall at any time, except for the following permitted vehicles; emergency, public works, waste removal, other maintenance and service vehicles ("Permitted Vehicles") and only under the following conditions:

- a. Permitted Vehicles specific to waste removal operations may only enter the Pedestrian Mall between the hours of 2:00 AM and 7:00 AM, daily.
- b. Permitted Vehicles must not remain stationary in any portion of the Pedestrian Mall except along the interior perimeter, explicitly not in the middle area.
- c. Permitted Vehicle size is limited to any vehicle with two axles or less.
- d. Permitted Vehicles shall enter the Pedestrian Mall only from demarcated access points.
- e. Permitted Vehicles may travel at speeds up to five miles per hour.
- f. Vehicles that requires access for periods longer than 15 minutes and/or outside of the approved access hours must receive approval from the Division of Engineering, Traffic & Transportation.

§2-5. Notice to owners and public meeting.

A. At least ten (10) days prior to the date fixed for a public hearing, a copy of the proposed ordinance and notice of the date, time and place of the hearing shall be mailed to the owners of the lots and parcels of land abutting or directly affected by the Pedestrian Mall.

B. The City shall hold a public feedback review meeting between six (6) and eight (8) months after approval of the ordinance from which this article derives and full implementation and construction of the mall. The purpose of this meeting will be to discuss issues and any possible changes and/or improvements to the mall. Adequate notice shall be provided to all property owners within six hundred (600) feet of any mall boundary, the Exchange Place Alliance Special Improvement District, and other adjacent communities and community groups.

§2-6. Operating Plan.

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Ordinance implementing Chapter 67 (Pedestrian Malls), Article ii (Exchange Place pedestrian mall).

- H. A. The Mall shall be operated and maintained pursuant to the regulations and restrictions set forth in this Article and also the Exchange Place Pedestrian Mall Operating Plan maintained by the Exchange Place Alliance Special Improvement District and also pursuant to provisions of N.J.S.A. 40:56-65, et seq.

§2-7. Specifications for construction.

- I. A. The Jersey City Division of Architecture and Engineering and the Jersey City Department of Public Works shall approve the materials or combinations thereof of which the Pedestrian Mall shall be constructed if applicable. The City may in its discretion narrow any roadway to be kept and maintained in connection with any pedestrian mall, may cause any street vaults to be reconstructed or removed, may construct crosswalks at any point within a block and may cause the roadway to curve and meander within the limits of the street to enhance the usefulness and appearance of the pedestrian mall.

§2-8. Municipal power retained.

- J. A. Notwithstanding the improvement of any street as a pedestrian mall, the City of Jersey City shall retain all its powers relating to the street or part thereof constituting the mall.
- K. B. No such action shall be construed as a vacation in whole or in part, the establishment of a pedestrian mall is a matter of regulation only.

§2-9. Abandonment of operation.

- L. A. Nothing shall prevent the City, from subsequently abandoning the operation of the pedestrian mall, changing special assessments or taxes for annual costs or changing or repealing any limitation on the use of the mall for a particular purpose by ordinance.

§2-10. Procedures incident to development and maintenance.

- M. A. Condemnation proceedings and all other procedures incident to the development and maintenance of a pedestrian mall shall be authorized under N.J.S.A. 40:56-69 et seq., if required.
- a. All ordinances and parts of ordinances inconsistent herewith are hereby repealed *with the exception of Ordinance 18-144.*
 - b. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - c. This ordinance shall take effect at the time and in the manner as provided by law.
 - d. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict of those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
 - e. The Jersey City Division of Planning is hereby directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S.A. 40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S.A. 40:49-2.1

Note: All matter is new therefore underlining has been omitted.
Amendment is underlined and in italics.

Ord. 20-062

Ordinance implementing Chapter 67 (Pedestrian Malls), Article ii (Exchange Place pedestrian mall).

Ord. 20-062

Ordinance implementing Chapter 67 (Pedestrian Malls), Article ii (Exchange Place pedestrian mall).

RECORD OF COUNCIL VOTE ON INTRODUCTION – Aug 12 2020					
RIDLEY	AYE	SALEH	AYE	LAVARRO	AYE
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE
BOGGIANO	NAY	ROBINSON	AYE	WATTERMANN, PRES.	AYE
					8-1

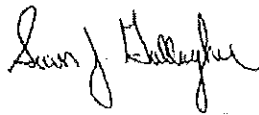
RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING –					
RIDLEY		SALEH		LAVARRO	
PRINZ-AREY		SOLOMON		RIVERA	
BOGGIANO		ROBINSON		WATTERMANN, PRES.	

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY –					
RIDLEY		SALEH		LAVARRO	
PRINZ-AREY		SOLOMON		RIVERA	
BOGGIANO		ROBINSON		WATTERMANN, PRES.	

RECORD OF FINAL COUNCIL VOTE – Sep 10 2020					
RIDLEY	AYE	SALEH	AYE	LAVARRO	AYE
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE
BOGGIANO	AYE	ROBINSON	AYE	WATTERMANN, PRES.	ABSENT
					8-0

Adopted on first reading of the Council of Jersey City, N.J. on Aug 12 2020
 Adopted on second and final reading after hearing on Sep 10 2020

This is to certify that the foregoing Ordinance was adopted
 by the Municipal Council at its meeting on Sep 10 2020



City Clerk



Joyce E. Watterman, President of Council
 Approved: Sep 10 2020

Amendment(s):

Amendments are underlined and in italics. The
 Operating Plan was also amended. See attachment.



Steven M. Fulop, Mayor
 Date to Mayor: Sep 11 2020
 Approved: Sep 11 2020

Exhibit K

20120224010013110 1/14
02/24/2012 10:16:54 AM DEED
Bk: 6634 Pg: 761
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 649211

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

Prepared by:

Richard A. O'Halloran, Esq.

This Receiver's Deed is made as of this 11 day of January, 2012

Between: IVL GROUP, LLC (Grantor"), having an address of 60 Roseland Avenue
Caldwell, NJ 07006;

And: ONE EXCHANGE JC LLC ("Grantee"), having an address of 900 Route 9 North,
Suite 301, Woodbridge, NJ 07095;

Transfer of Ownership. Grantor grants and conveys (and transfers ownership of) the
property described below to the Grantee.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of: Jersey City, Hudson County,
New Jersey; Block 7, Lots A.01 and A.01 Qual: T01.

Property. The property consists of that certain tract of land ("Land") described in
Exhibit "A" hereto, together with all improvements thereon and all rights, collateral and
appurtenances appertaining thereto (herein collectively called the "Property"), all as more fully
described in that certain Mortgage And Security Agreement given by One Exchange Place
Associates L.L.C. and dated as of February 28, 2007 and recorded on March 5, 2007 with Office
of the Clerk of Hudson County, New Jersey (the "Clerk") in Mortgage Book 15565 at Page 275,
et seq., as assigned by assignments recorded on May 15, 2009 with the Clerk in Book 1171, Page
236 (the "Mortgage") and those UCC-1 Financing Statements (the "UCC-1 Financing
Statements") given by One Exchange Place, Associates L.L.C. incident thereto.

WHEREAS, on May 18, 2009, Grantee did file a certain foreclosure action against One
Exchange Place Associates L.L.C. in the United States District Court for the District of New
Jersey at No. 2:09-cv-02353-FSH-PS (the "Foreclosure Action"); and

WHEREAS, on June 18, 2010 the Court in the Foreclosure Action entered an Order for
Consent Judgment in Mortgage Foreclosure (the "Judgment Order"), a copy of which is attached
hereto as **Exhibit "B"**;

WHEREAS, on August 11, 2011 the Court in the Foreclosure Action entered an Order
(the "Receivership Order") appointing Grantor as Receiver for the real property more fully
described in **Exhibit "A"** hereto;

WHEREAS, the Receivership Order authorized the Grantor, upon the entry of judgment
in mortgage foreclosure in the Foreclosure Action to make and conduct a foreclosure sale
pursuant to 28 U.S.C. § 2001, et seq.;

WHEREAS, on September 22, 2011 the Receiver conducted a foreclosure sale (the
"Sale") of the Mortgaged Property pursuant to 28 U.S.C. § 2001, et seq., and Grantee herein was
the successful bidder at the Sale; and

20120224010013110
2/24/2012 10:15:00 AM
Consideration: \$10.00
Exempt Code: Exempt
County: \$0.00 State: \$0.00
NJAHF: \$0.00 PHPF: \$0.00
EAA: \$0.00 General: \$0.00
Buyer's Fee: \$0.00
Total RTF: \$0.00

\$170-1493. + 3.00 RTF = \$173.00

EXHIBIT "A"

All that certain Lot, piece or parcel land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson, State of New Jersey:

BEGINNING at the intersection of the easterly right of way line of Hudson Street (70.00 feet wide) with the southerly right of way line of Exchange Place (140.00 feet wide) and running; thence

1. Along the southerly right of way line of Exchange Place, South 81 degrees 26 minutes 50 seconds East, a distance of 80.77 feet to a point; thence
2. Along the westerly property line of Lot 19 in Block 7, South 09 degrees 03 minutes 10 seconds West, a distance of 90.00 feet to a point; thence
3. Along the same, South 81 degrees 26 minutes 50 seconds East, a distance of 40.86 feet to a point; thence
4. Along the same, South 08 degrees 36 minutes 10 seconds West, a distance of 82.93 feet to a point; thence
5. Along the northerly right of way line of York Street (60.00 feet wide), North 81 degrees 19 minutes 50 seconds West, a distance of 121.00 feet to a point; thence
6. Along the easterly right of way line of Hudson Street, North 08 degrees 36 minutes 10 seconds West, a distance of 162.68 feet to the point and place of **BEGINNING**.

FOR INFORMATIONAL PURPOSES ONLY:

Premises described herein is designated as Lot A.01 and A.01 Qual: T01, Block 7 on the Tax Map of the City of Jersey City, County of Hudson, State of New Jersey

A COPY OF THIS DEED
 HAS BEEN SENT TO ASSESSOR'S OFFICE

WHEREAS, by order dated January 3, 2012 the Court in the Foreclosure Action entered an Order confirming the receivership sale and terminating the receivership (the "Confirmation Order"), a copy of which is attached hereto as **Exhibit "C"**.

Receiver's Deed - 2

IN WITNESS WHEREOF, this deed is signed by the Grantor as of the date at the top of the first page of this deed.

Receiver's Deed - 3

GRANTOR:

IVL GROUP, LLC

By: _____

Name: IAN LAGOWITZ

Title: MEMBER

Witness

Lisa Martinez

STATE OF New Jersey)
) ss.
COUNTY OF Essex)

I certify that on January 11, 2012 IAN LAGOWITZ personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached instrument; (b) was authorized to and did executed this instrument as a member of IVL GROUP, LLC, the entity named in this instrument; and (c) executed this instrument as the act of the entity named in this instrument.

Lisa Martinez
Notary Public

LISA MARTINEZ
Notary Public of New Jersey
I.D. #2376517

My commission expires: Commission Expires 8/7/2013

RECORD AND RETURN TO:

Burns White LLC
100 Four Falls, Suite 515
1001 Conshohocken State Road
West Conshohocken, PA 19428
Attn: Richard A. O'Halloran

Exhibit A

[Legal Description]

Unofficial Copy

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

EXHIBIT "A"

All that certain Lot, piece or parcel land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson, State of New Jersey:

BEGINNING at the intersection of the easterly right of way line of Hudson Street (70.00 feet wide) with the southerly right of way line of Exchange Place (140.00 feet wide) and running; thence

1. Along the southerly right of way line of Exchange Place, South 81 degrees 26 minutes 50 seconds East, a distance of 80.77 feet to a point; thence
2. Along the westerly property line of Lot 19 in Block 7, South 09 degrees 03 minutes 10 seconds West, a distance of 90.00 feet to a point; thence
3. Along the same, South 81 degrees 26 minutes 50 seconds East, a distance of 40.86 feet to a point; thence
4. Along the same, South 08 degrees 36 minutes 10 seconds West, a distance of 82.93 feet to a point; thence
5. Along the northerly right of way line of York Street (60.00 feet wide), North 81 degrees 19 minutes 50 seconds West, a distance of 121.00 feet to a point; thence
6. Along the easterly right of way line of Hudson Street, North 08 degrees 36 minutes 10 seconds West, a distance of 162.68 feet to the point and place of **BEGINNING**.

FOR INFORMATIONAL PURPOSES ONLY:

Premises described herein is designated as Lot A.01 and A.01 Qual: T01, Block 7 on the Tax Map of the City of Jersey City, County of Hudson, State of New Jersey

Exhibit B

[Judgment Order]

Unofficial Copy

Case 2:09-cv-02353-FSH-PS Document 55 Filed 06/18/10 Page 1 of 2
Case 2:09-cv-02353-FSH-PS Document 54 Filed 06/18/10 Page 2 of 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

BANK OF AMERICA, NATIONAL
ASSOCIATION, AS SUCCESSOR BY
MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, AS
TRUSTEE FOR MORGAN STANLEY
CAPITAL I, INC., COMMERCIAL
MORTGAGE PASS- THROUGH
CERTIFICATES, SERIES 2007-TOP27,

Plaintiff,

No. 09-CV-02353-FSH-PS

ONE EXCHANGE PLACE
ASSOCIATES, L.L.C.

Defendant.

ORDER

AND NOW, this 18th day of June, 2010, upon consideration of the
Motion of Plaintiff for the entry of Summary Judgment, together with Defendant's response
thereto, together with all supplemental briefs, it is hereby ORDERED and DECREED that
Summary Judgment is entered in favor of Plaintiff and against Defendant, as follows:

A. Foreclosing all right, title, lien and equity of redemption which said Defendant
and all those claiming by, through or under it has or had in the Mortgaged Premises located at
One Exchange Place, Jersey City, New Jersey, being Lots A.01, A.01 T01, Block 7, Tax Map of
the City of Jersey City, County of Hudson, and ordering that said property be sold at foreclosure
sale;

B. Fixing the amount due under the Note and Mortgage as of May 14, 2010 at
\$12,074,153.43, together with continuing per diem interest thereon in the amount of \$1,502.50

Case 2:09-cv-02353-FSH-PS Document 55 Filed 06/18/10 Page 2 of 2
Case 2:09-cv-02353-FSH-PS Document 54 Filed 06/18/10 Page 3 of 3

per day at the regular rate and continuing per diem interest thereon in the amount of \$1,388.8889
per day at the default rate from and after May 15, 2010 until the Mortgaged Premises is sold at
foreclosure sale, together with any and all other amounts advanced by Plaintiff until the
Mortgaged Premises is sold at foreclosure sale, together with continuing attorneys' fees until the
Mortgaged Premises is sold at foreclosure sale.

BY THE COURT:

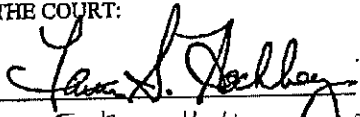

Hon. Fair S. Halberg, U.S.D.J.

Exhibit C
[Confirmation Order]

Unofficial
Copy

**IN THE UNITED STATES DISTRICT COURT
FOR DISTRICT OF NEW JERSEY**

ONE EXCHANGE JC LLC

Plaintiff,

No. 09-cv-02353-FSH-PS

v.

ONE EXCHANGE PLACE
ASSOCIATES L.L.C.

ORDER CONFIRMING RECEIVER'S SALE

This matter is before the Court on the joint application of Plaintiff, One Exchange JC LLC and Defendant, One Exchange Place Associates L.L.C. to confirm the public foreclosure sale (the "Sale") conducted on September 22, by the IVL Group, LLC (the "Receiver"), the Receiver appointed by this Court pursuant to that certain Order Appointing Receiver entered on the docket on August 3, 2011, which Sale exposed for sale pursuant to 28 U.S.C. section 2001 et. seq., the property located at One Exchange Place, Jersey City, Hudson County, NJ, all as more fully described in Exhibit A hereto and the Defendant's collateral (the "UCC Collateral") located thereon as secured by certain UCC-1 Financing Statements given by Defendant (all of the foregoing, collectively, the "Mortgaged Property"), Judgment having previously been entered by this Court against the Defendant, the aforesaid Sale having been properly advertised and properly conducted by the Receiver, resulting in Plaintiff One Exchange JC LLC having been the highest bidder at the sale by way of a credit bid against its judgment (the "Credit Bid"), which Credit Bid is valid and comports in all respects with applicable law,

ACCORDINGLY, IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:


1. The Sale is confirmed as valid and effectual in all respects, and the Mortgaged Property shall pass by deed (the "Receiver's Deed") and such other conveyance documents as

Case 2:09-cv-02353-FSH-PS Document 80 Filed 01/03/12 Page 2 of 3 PageID: 1151
 Case 2:09-cv-02353-FSH-PS Document 79-1 Filed 12/21/11 Page 2 of 3 PageID: 1148

shall be required (the Receiver's Deed and any such other documents, collectively, the "Conveyance Documents") from IVL Group, LLC, Receiver, to Plaintiff or its nominee or assignee, free and clear, for the approved Credit Bid, said Receiver's Deed and any other conveyance documents being exempt from transfer tax pursuant to N.J.S.A. 46:15-10(g).

2. By consenting to the entry of this Order, Defendant has waived and relinquished any right to challenge the validity of the sale or otherwise to claim any equity of redemption in the Mortgaged Property.

BY THE COURT:


 Hon. Faith S. Hochberg, U.S.D.J.

Dated: 1-3-12

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

SS. County Municipal Code
0906

COUNTY Hudson

MUNICIPALITY OF PROPERTY LOCATION Jersey City

FOR RECORDER'S USE ONLY

Consideration \$
RTF paid by seller \$
Date 2/23/12 By [Signature]
*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Alyson H. Ricker (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Legal Representative in a deed dated January 11th transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 7 Lot number A.01, A.01 Qual, and T01 located at One Exchange Place, Jersey City, New Jersey and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ 5,600,000.00 + .2943 % = \$ 190,282.02

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s): Mere reference to exemption symbol is insufficient. Explain in detail.

Consideration is less than \$100

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 86, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) ☐ legally blind or;
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 13th day of February, 2012.

[Signature of Notary Public]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
TAMARA L. McLENDON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 19, 2012

Signature of Deponent
1055 Westlakes Dr., 3rd Floor
Bayside, PA
Deponent Address
20-5395452
XXX-XXX-XXXX
Last three digits in Grantor's Social Security Number

IVL Group, LLC
Grantor Name
900 Route 9 North, Suite 301, Woodbridge, NJ
Grantor Address at Time of Sale
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number
Deed Number
Deed Date 2/11/12
Book
Page
Date Recorded 2/23/12
STATE OF NEW JERSEY
PO BOX 261
TRENTON, NJ 08646-0261
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/ptfocallax.shtml.

FILED
20120224010013110
02/24/2012 10:15:54 AM
DEED
NUMBER OF PAGES : 14
KSLORN

102

Exhibit L

Hudson County Register 20220318010031640 1/8

A COPY OF THIS DEED HAS BEEN
SENT TO ASSESSOR'S OFFICE

Hudson County Recording Data Page Jeffrey Dublin Hudson County Register		Official Use Only - Barcode 20220318010031640 1/0 03/18/2022 02:36 PM DEED BK: 9650 Pg: 978 JEFFREY DUBLIN Hudson County, Register of Deeds Receipt No. 183340	
Official Use Only - Realty Transfer Fee		20220318010031640 03/18/2022 02:36:08 pm Consideration: \$48000000.00 Exempt Code: Regular County: \$48000.00 State: \$120000.00 NJAHTF: \$71775.00 PHPF: \$24000.00 FFA: \$110000.00 General: \$204500.00 Buyer's Fee: \$480000.00 Total RTF: \$578275.00	
Date of Document: 2022-02-17		Type of Document: DEED (Select all Deed Doc Types)	
First Party Name: 15 Exchange Place Corp;		Second Party Name: 15 Exchange Owner LP;	
Additional Parties:			

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 14502.7	Lot: 2,19
Municipality: Jersey City	
Consideration: 48000000.00	
Mailing Address of Grantee: 910 East County Line Road, Suite 202 Lakewood, NJ 08701	
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:
HUDSON COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.	

DISCLAIMER

A recording officer shall not be liable for differences between the cover sheet or the
 electronic synopsis and the document. If discrepancies are found, the entire document will be rejected.

DEED

Record and return to:
15 Exchange Owner LP
910 East County Line Road
Suite 202
Lakewood, NJ 08701
Attention: David Elkouby

Prepared by:
Richard Milder
500 Plaza Drive
Sixth Floor
Secaucus, NJ 07094

This Deed is made effective the 17th day of February, 2022,

BETWEEN

15 EXCHANGE PLACE CORP., a New Jersey corporation, whose address is c/o Hartz Mountain Industries, Inc., 500 Plaza Drive, Sixth Floor, Secaucus, NJ 07094, Attention: Phillip R. Patton, referred to as the "Grantor",

AND

15 EXCHANGE OWNER LP, a Delaware limited partnership, whose address is 910 East County Line Road, Suite 202, Lakewood, NJ 08701, Attention: David Elkouby, referred to as the "Grantee."

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to Grantee. This transfer is made for the sum of FORTY-EIGHT MILLION AND NO/100 DOLLARS (\$48,000,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-21) City of Jersey City
BLOCK NO. 1, LOT NO. 17 Lot 2, Block 14502 (f/k/a Lot 19, Block 7)

Property. The Property consists of the land and all the buildings, structures and other improvements on the land in the Jersey City, in the County of Hudson and State of New Jersey, more particularly described on Schedule A and made a part hereof,

Being the same property conveyed to Grantor in that certain Deed from NOL PROPERTIES (USA) INC., a New Jersey corporation, dated October 31, 2003, and recorded in Deed Book 7161, Page 143,

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof, but also, all of the estate, right, title, interest, property, claims and demand whatsoever, as well as in law as in equity, of Grantor, of, in, or to the above-described property, and every part and parcel thereof, with the appurtenances.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property other than matters of record. This promise is called a "covenant as to grantor's acts"

(N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor) and are in effect as of the date hereof, other than matters of record.

[SIGNATURE PAGE FOLLOWS]

Unofficial Copy

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Witnessed by:

15 EXCHANGE PLACE CORP.,
a New Jersey corporation

By:

Name: Phillip R. Patton

Title: Executive Vice President

State of New Jersey)

ss.:

County of Hudson)

On the 15th day of February in the year 2022 before me, the undersigned, personally appeared Phillip R. Patton, Executive Vice President of 15 Exchange Place Corp., a New Jersey corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JANICE J. KEEFE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 12, 2026

[Signature Page to Deed]

SCHEDULE A

LEGAL DESCRIPTION

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is:

BEGINNING at a point in the southerly line of Exchange Place, distant 80.46 feet easterly from the intersection formed by said southerly line of Exchange Place with the easterly line of Hudson Street; and running thence

1. Easterly and along said southerly line of Exchange Place, South 81 degrees 26 minutes 50 seconds East 245.71 feet to a point; thence

2. Southerly and parallel to said easterly line of Hudson Street, South 08 degrees 37 minutes 10 seconds West 163.34 feet to a point in the northerly line of York Street, if same were produced easterly; thence

3. Westerly, to and along said northerly line of York Street, North 81 degrees 19 minutes 50 seconds West 205.17 feet to a point; thence

4. Northerly and parallel to said easterly line of Hudson Street, North 08 degrees 37 minutes 10 seconds East, 82.92 feet to a point; thence

5. Westerly and parallel to said southerly line of Exchange Place, North 81 degrees 26 minutes 50 seconds West, 40.54 feet to a point; thence

6. Northerly and parallel to said easterly line of Hudson Street, North 08 degrees 37 minutes 10 seconds East, 80.00 feet to the point or place of BEGINNING.

Being further described as follows:

BEGINNING at a point in the southerly line of Exchange Place, distant 80.46 feet easterly from the intersection formed by said southerly line of Exchange Place with the easterly line of Hudson Street; and running thence

1. Easterly and along said southerly line of Exchange Place, South 81 degrees 54 minutes 01 second East 245.71 feet to a point; thence

2. Southerly and parallel to said easterly line of Hudson Street, South 08 degrees 09 minutes 59 seconds West 163.34 feet to a point in the northerly line of York Street, if same were produced easterly; thence

3. Westerly, to and along said northerly line of York Street, North 81 degrees 47 minutes 01 second West 205.17 feet to a point; thence

4. Northerly and parallel to said easterly line of Hudson Street, North 08 degrees 09 minutes 59 seconds East, 82.92 feet to a point; thence

5. Westerly and parallel to said southerly line of Exchange Place, North 81 degrees 54 minutes 01 second West, 40.54 feet to a point; thence

6. Northerly and parallel to said easterly line of Hudson Street, North 08 degrees 09 minutes 59 seconds East, 80.00 feet to the point or place of BEGINNING.

Hudson County Register 20220318010031640 6/8

RTF-1 (Rev. 4/17)
MUST SUBMIT IN DUPLICATESTATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(P.L. 1968, c. 49, as amended through P.L. 2008, c. 33) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

Hudson

SS. County Municipal Code
0906

MUNICIPALITY OF PROPERTY LOCATION Jersey City

FOR RECORDER'S USE ONLY

Consideration \$
RTF paid by seller \$
Date By

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, the undersigned, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Grantor in a deed dated 2/17/22 transferring

(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 14502 aka 7 Lot number 2 aka 19 located at
15 Exchange Place, Jersey City and annexed thereto.(2) CONSIDERATION \$48,000.00 (Instructions #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$33,000,000 + 87.37% = \$37,770,401.74

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 as amended through P.L. 2004, c. 66 for the following reason(s): Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by P.L. 1975, c. 176, P.L. 2004, c. 113 and P.L. 2004, c. 66 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (Instruction #9 on reverse side for A or B)
- B. BLIND PERSON Grantor(s) ☐ legally blind or;
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐
- Affordable according to H.U.D. standards.
- ☐
- Reserved for occupancy.
-
- ☐
- Meets income requirements of region.
- ☐
- Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☐
- Entirely new improvement.
- ☐
- Not previously occupied;
-
- ☐
- Not previously used for any purpose.
- ☒
- NEW CONSTRUCTION printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐
- No prior mortgage assumed or to which property is subject at time of sale.
-
- ☐
- No contributions to capital by either grantor or grantee legal entity.
-
- ☐
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49 as amended through P.L. 2009, c. 28.

Subscribed and sworn to before me
this 15th day of February, 2022JANICE J. KEEFE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 12, 2026Signature of Deponent
in his capacity as Executive
Vice President of Grantor
500 Plaza Drive, Sixth Floor,
Secaucus, NJ 07094

Deponent Address*

Last three digits in Grantor's Social Security Number XXX-XX-XX

15 Exchange Place Corp.

Grantor Name
500 Plaza Drive, Sixth Floor,
Secaucus, NJ 07094

Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY		
Instrument Number	County	Page
Deed Number	Book	Date Recorded
Deed Dated		

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08645-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: <http://www.state.nj.us/treasury/taxation/rtf1localtax.shtml>

GIT/REP-3
(2-21)
(Print or Type)State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)

15 Exchange Place Corp.

Current Street Address

500 Plaza Drive, Sixth Floor

City, Town, Post Office

Secaucus

State

NJ

ZIP Code

07094

Property Information

Block(s)

14502 flka 7

Lot(s)

2 flka 19

Qualifier

Street Address

15 Exchange Place

City, Town, Post Office

Jersey City, New Jersey

State

ZIP Code

Seller's Percentage of Ownership

100

Total Consideration

\$48,000,000

Owner's Share of Consideration

\$48,000,000

Closing Date

2/17/22

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. ☐ Seller did not receive non-like kind property.
9. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
12. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. ☐ The property transferred is a cemetery plot.
15. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box, ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

15 Exchange Place Corp., a New Jersey corporation

Date

2/17/22

Signature (Seller)

By: Phillip R. Patton, Executive Vice President

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Hudson County Register 20220318010031640 8/8

FILED
20220318010031640
03/18/2022 02:36 PM
DEED
NUMBER OF PAGES : 8
RBROWN

RTF-1EE (Rev. 12/09)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY

COUNTY Ocean } SS. County Municipal Code 0906

Consideration \$
RTF paid by buyer \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Jersey City

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) XXX-XX-X
Deponent, Ephraim Steinberg being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Grantee in a deed dated 2/17/22 transferring
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 14502 Ika 7 Lot number 2 Ika 19 located at
15 Exchange, Jersey City, NJ and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 48,000,000.00 (See Instructions #1, #5, and #11 on reverse side)
Entire consideration is in excess of \$1,000,000: ☒

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.
☐ Class 2 - Residential ☒ Class 4A - Commercial properties (if checked, calculation in (E) required below)
☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property ☐ Cooperative unit (four families or less) (See C. 46:BD-3.)
Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.
☐ Property class. Circle applicable class or classes: 3B 4B 4C 15
Property classes: 1-Vacant Land; 3B-Farm property (Qualified); 4B-Industrial properties; 4C-Apartments; 15-Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
☐ Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).
☐ Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY
Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class	\$	+	%	=	\$
Property Class	\$	+	%	=	\$
Property Class	\$	+	%	=	\$
Property Class	\$	+	%	=	\$

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value
\$ 37,162,380.00 + 87.37 % = \$ 43,042,607.30

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 16 day of February, 2022.

Signature of Deponent

15 Exchange Owner: LP

Grantee Name

910 E County Line Rd, Lakewood, NJ
Deponent Address

910 E County Line Rd, Lakewood, NJ
Grantee Address at Time of Sale

MENDY BRACHFIELD
Notary PUBLIC OF NEW JERSEY
Comm. No.: 50085587
My Commission Expires July 3, 2023

Name/Company of Settlement Officer

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: www.state.nj.us/treasury/taxation/rtf/localtax.html.

Exhibit M



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Hudson

New designs for Exchange Place Plaza open up space around Katyn Memorial

Updated: Dec. 01, 2022, 7:14 p.m. | Published: Dec. 01, 2022, 5:05 p.m.



The new design change opens up the area around the Katyn monument and adds a second entry way on the street side. Courtesy of Exchange Place Alliance

NEW!

By Joshua Rosario | The Jersey Journal

Though construction has been underway for months, plans for the Exchange Place pedestrian plaza are changing once again in an attempt to meet the Polish community's concerns over the Katyn Monument being hidden in previous designs.

The Exchange Place Alliance (EPA) posted changes to the plan, opening up the view around the Katyn monument, a 34-foot-tall statue depicting a bound-and-gagged soldier impaled in the back by a bayoneted rifle.

In a previous design, the monument was surrounded by benches, flowers, a few trees and grass with an opening to enter the monument on the waterfront end of the plaza. But now two small openings have been added from the street side of the monument and there is benched seating on both sides of the monument.

Advertisement



EPA Executive Director Elizabeth Cain said the special improvement district worked with The Committee for the Conservation of the Katyn Monument & Historic Objects and community members in the surrounding area "to make it a really welcoming community space that is going to be there for a long time."

"Really the last changes create kind of a lower entryway from the westside, with subtle entryways there for safety and just kind of flow of the space as it has been designed now," Cain said Thursday. "It should be the jewel of the waterfront so we really want to make it right."

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Cain added that these were the only major changes made to the plans. After years of planning, discussion and controversy, she said the construction on the plaza will be finished in January.

Wojciech Stan Mazur, the vice president of business affairs for the Committee for the Conservation of the Katyn Monument & Historic Objects, could not be reached for comment.

The new plaza will still be closed to vehicles by retractable security bollards, but with an access road to the Hyatt House. It also still closes off a small portion of Christopher Columbus Drive at Hudson Street, only allowing vehicles to enter the Hyatt Regency next door.

Seating and tables outside will be available along the entrance of the plaza. The \$5.5 million renovation to the plaza will also include a playground.

"We think it is a nice flow," Cain said. "It makes a really beautiful space. The landscaping is really going to add to the area and make it really pretty and beautiful and really welcoming for everyone. I am very excited it is happening."

Several national Polish groups including the Polish American Congress and The Kosciuszko Foundation in New York opposed the previous design as it would block the view of the statue and lessens its impact. In August, the Polish American Congress in a letter said, "Even though the memorial will still be at the plaza, it will not have the same prominence and impact as it once did" and "the plans will hide the memorial."

A spokesman for the Polish American Congress could not be reached for comment.

Marek Skulimowski, the president & executive director of the Kosciuszko Foundation, said the new design does not reflect what the Polish community requested in both informal meetings and in statements to the Jersey City Council.

"The EPA-SID has not considered these requests in any fashion or form," Skulimowski said. "The area around the Memorial is used for commemorations, thus an appropriate entrance from Montgomery Street, with the iconic view of Manhattan is necessary."

Back in April, the Jersey City Planning Board initially agreed with the Polish community, but two weeks later, the board approved the designs, saying it fits in with Jersey City's master plan. The planning board chairman said the issue around the benches was outside the scope of the board.

The Katyn Monument commemorates the massacre of more than 20,000 Polish soldiers on the orders of Stalin after the Soviet Union invaded Poland in 1940. The statue was built-in 1986 by the Polish artist Andrzej Pytinski, the memorial has stood at Exchange Place since 1991.

A lawsuit, filed in June, brought against the Exchange Place Alliance and the Jersey City Planning Board by Jeanne Daly, a Jersey City resident, and the Polish American Strategic Initiative (PASI) will go to trial before Hudson County Superior Court Judge Martha Lynes on April 28.

A spokesperson for PASI could not be reached for comment.

A nine-month-long battle erupted in 2018 when Mayor Steve Fulop proposed moving the statue to facilitate renovating the waterfront area; a flashpoint with the local and international Polish community ensued, including a petition with over 7,000 signatures demanding the statue stay where it is, multiple marathon-length city council meetings to discuss the issue, and an unsuccessful compromise proposal from Fulop to move the statue a shorter distance.

"The redevelopment plan for Exchange Place is transformative and visionary for redefining open space for use and appreciation by all," Fulop said yesterday. "The plans are truly inspiring, and go a long way in reinvigorating the area."

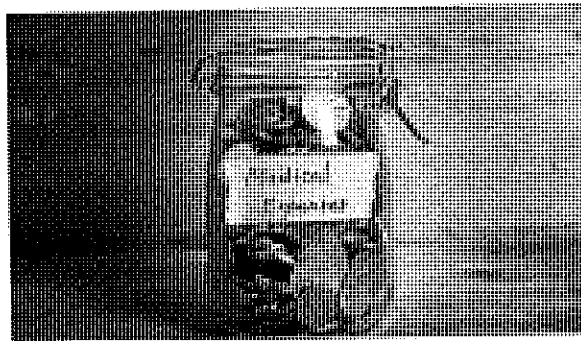
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Wills Laser Vision at Princeton

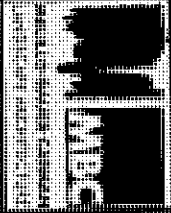
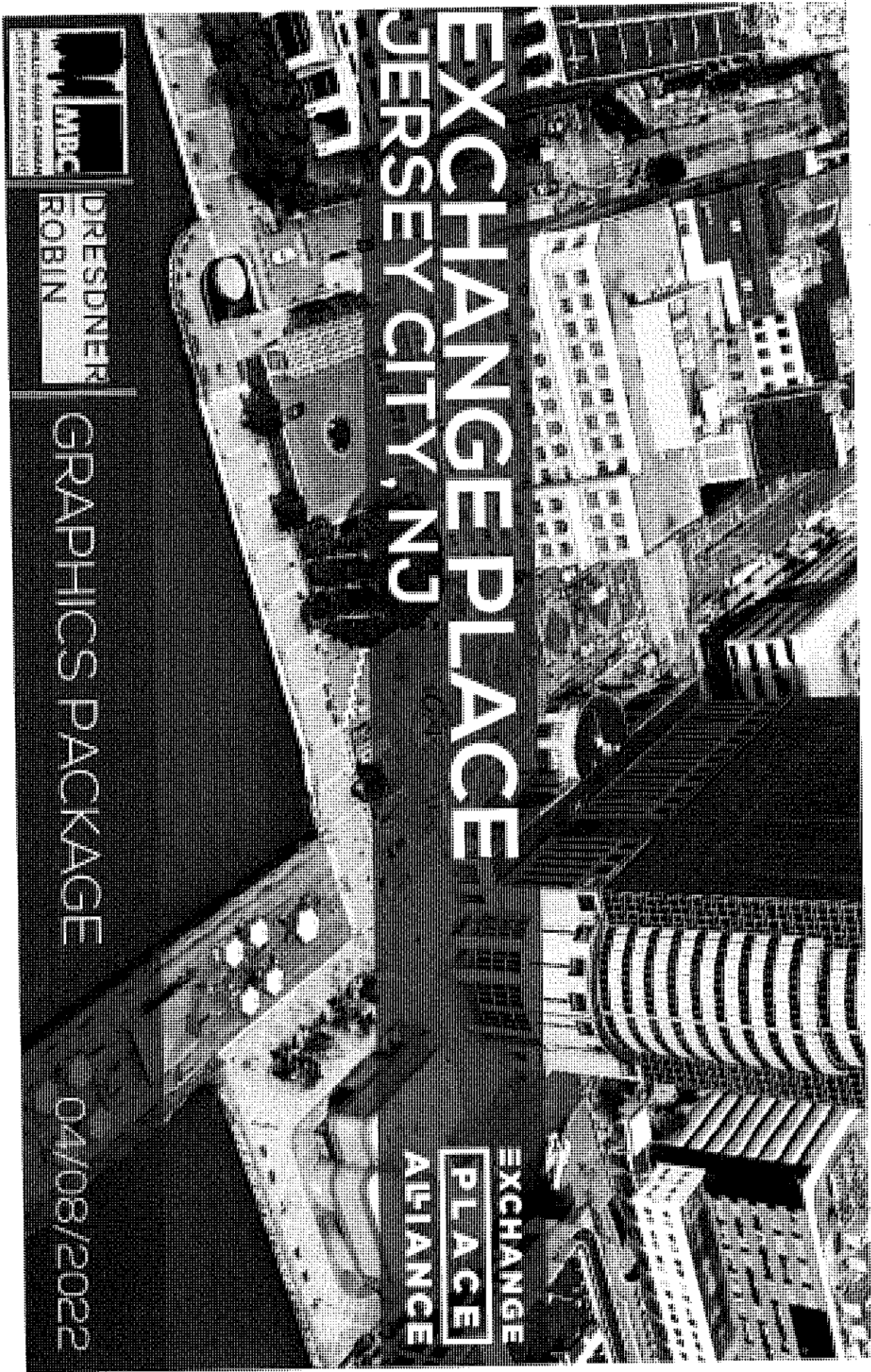


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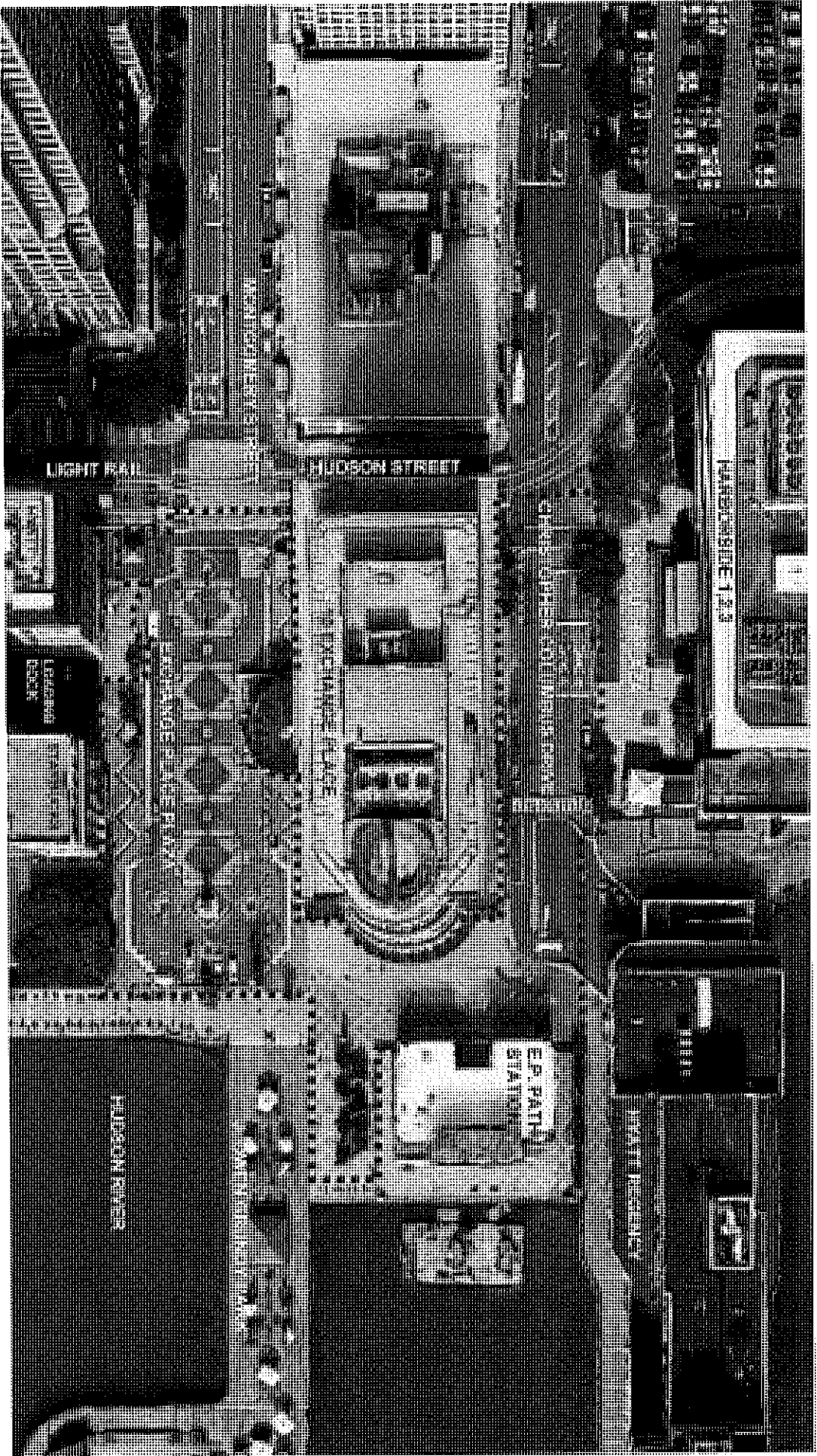
Exhibit N



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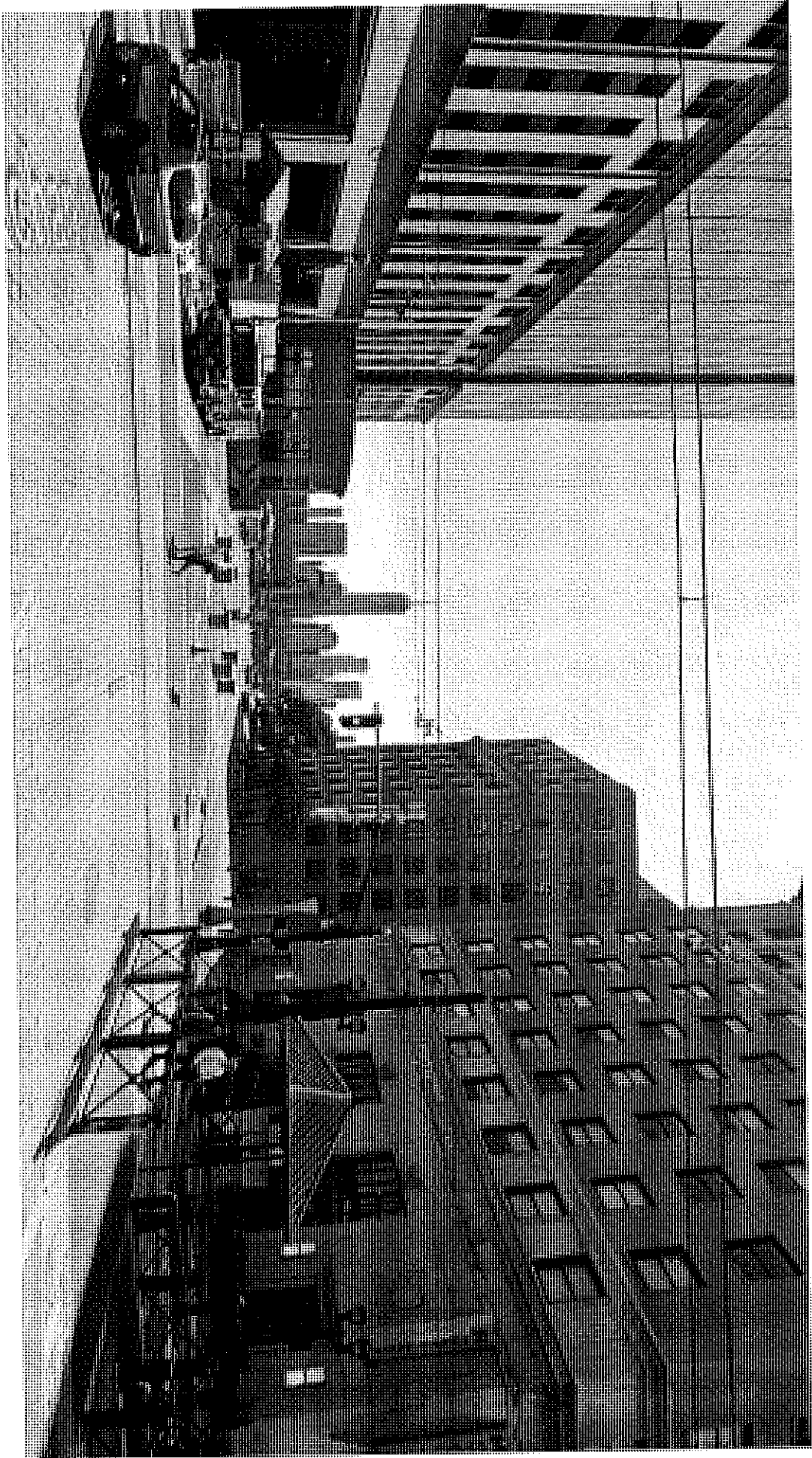
GRAPHICS PACKAGE

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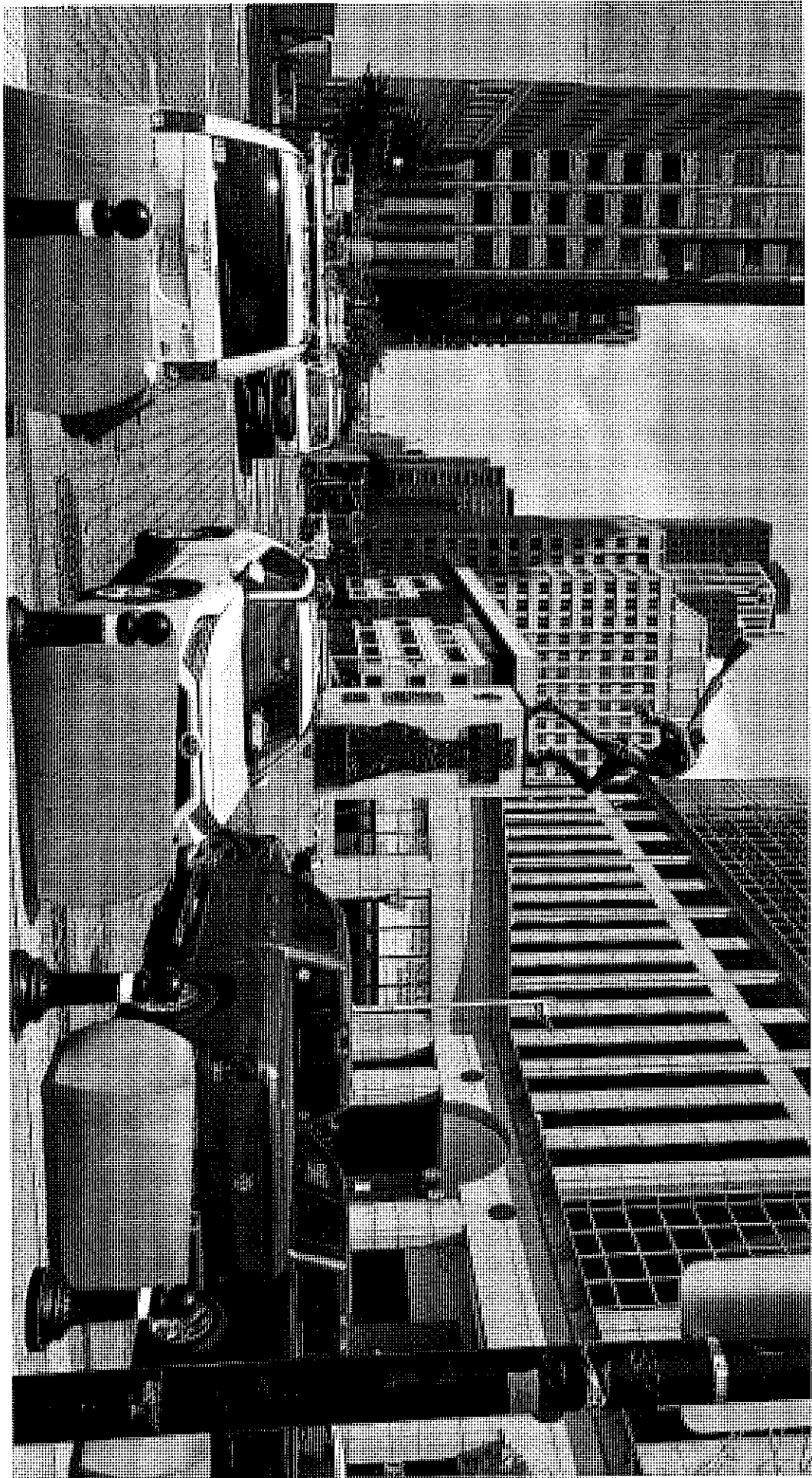


AERIAL VIEW OF EXISTING PLAZA
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08

MBG
METELLO-RODER-CARLAW
LANDSCAPE ARCHITECTURE



ENTRANCE LOOKING EAST - EXISTING CONDITION
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08



MONUMENT PLAZA - LOOKING WEST - EXISTING CONDITION
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08



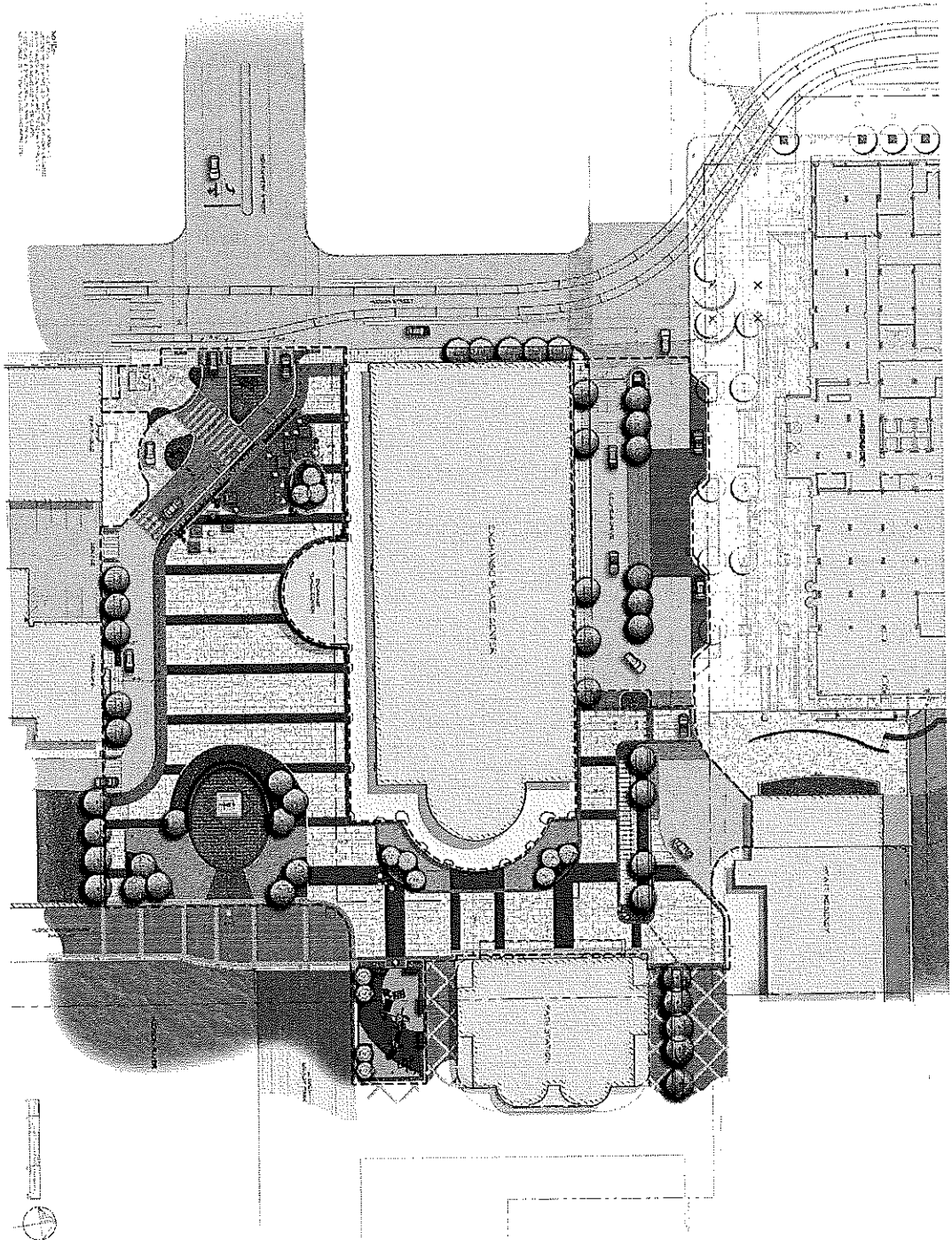
MBG
ARCHITECTURE
JERSEY CITY, NJ
DATE: 2022.04.08



PLAZA AT PATH PLAZA STATION LOOKING TOWARD HARBORSIDE 1, 2, 3 - EXISTING CONDITION
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08

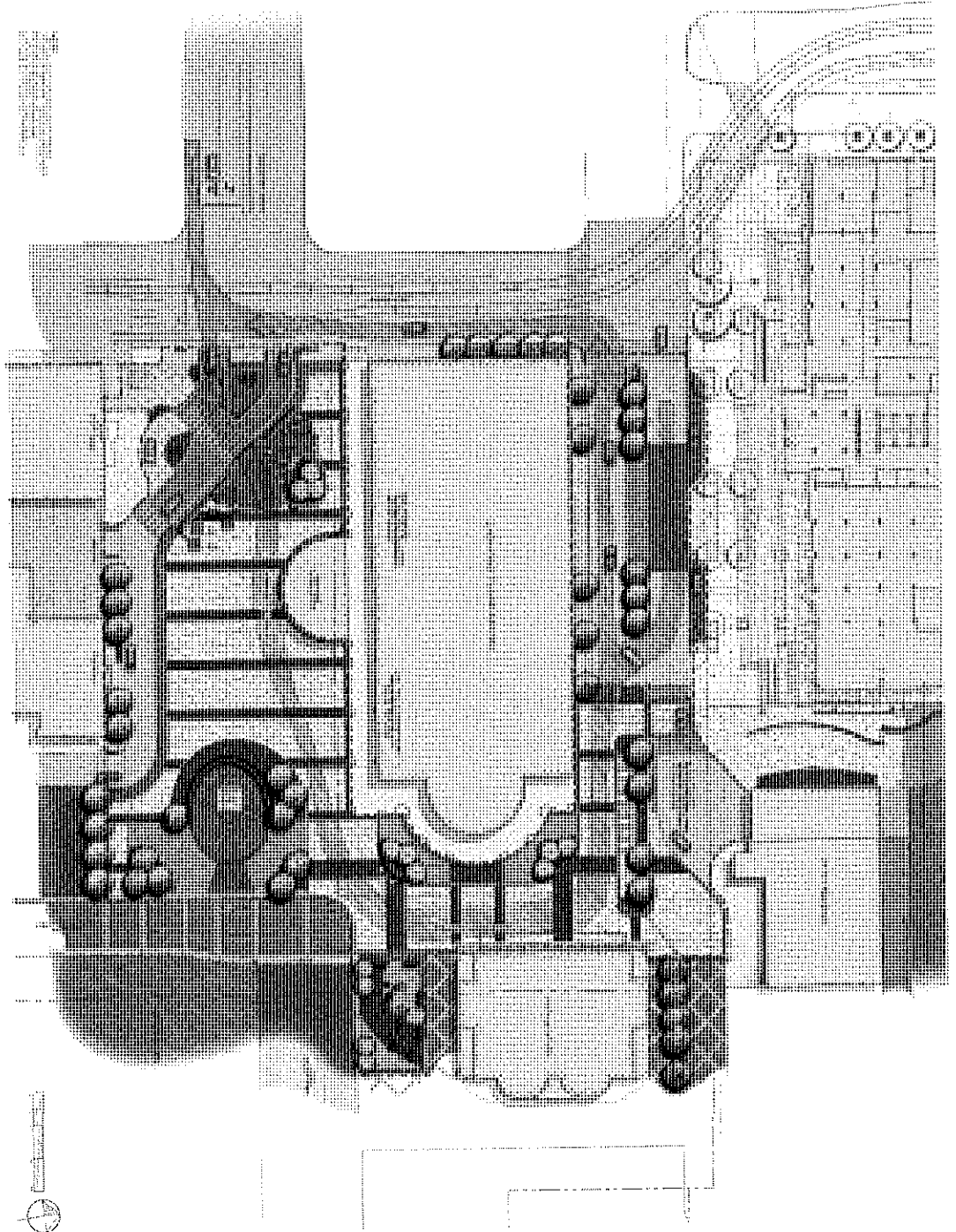


ILLUSTRATIVE LANDSCAPE PLAN
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08



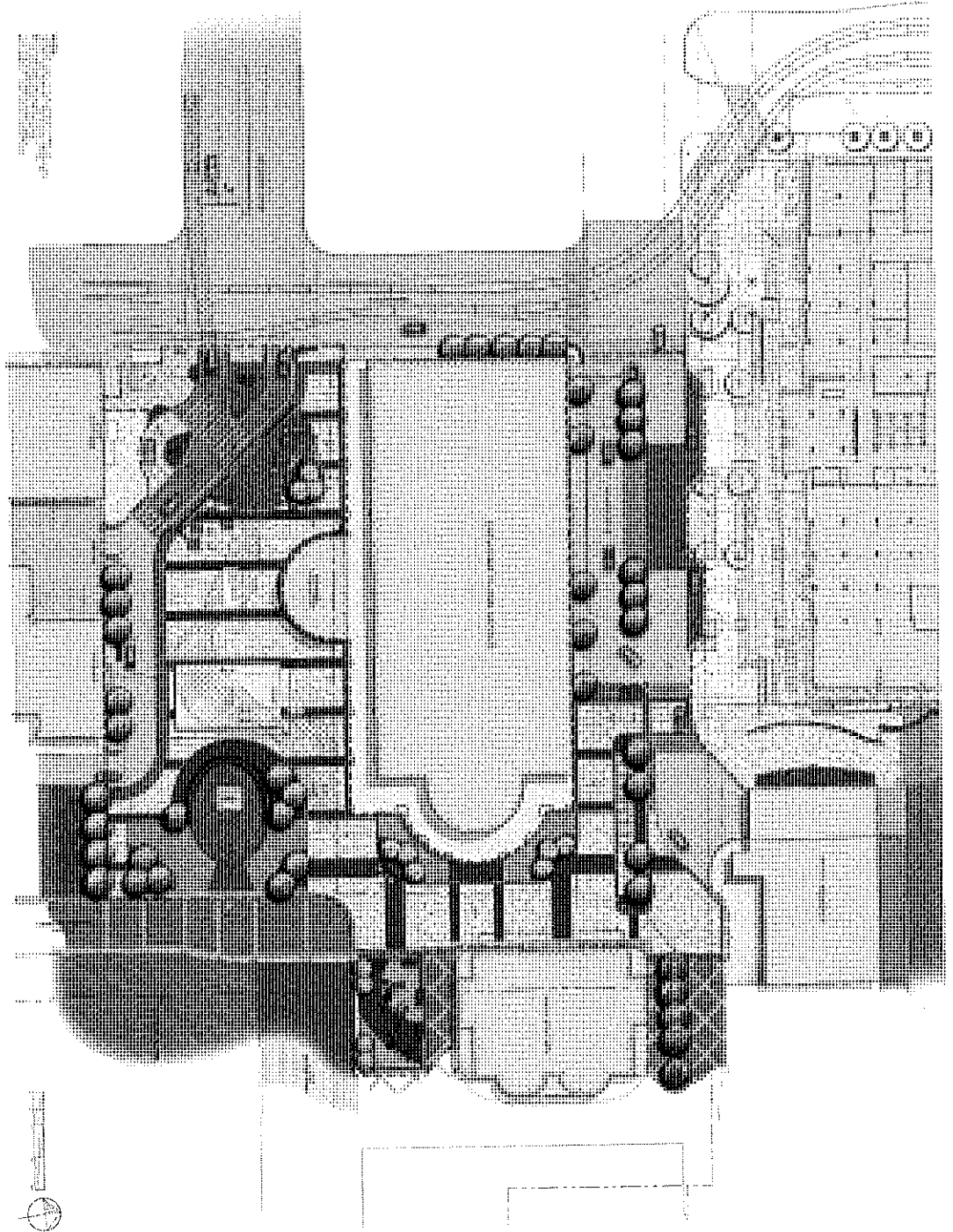


ILLUSTRATIVE LANDSCAPE PLAN - EMERGENCY VEHICLE ACCESS
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08



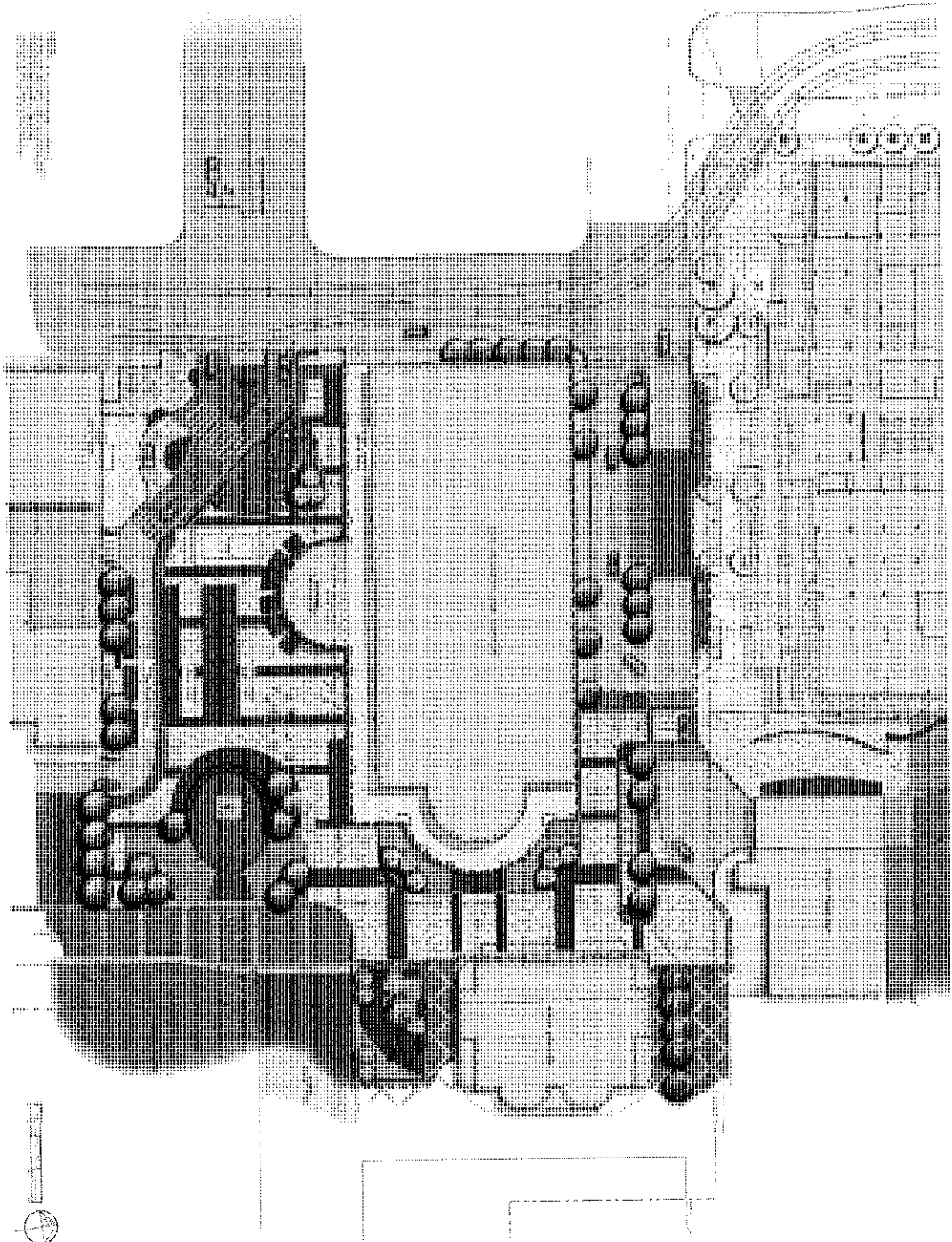


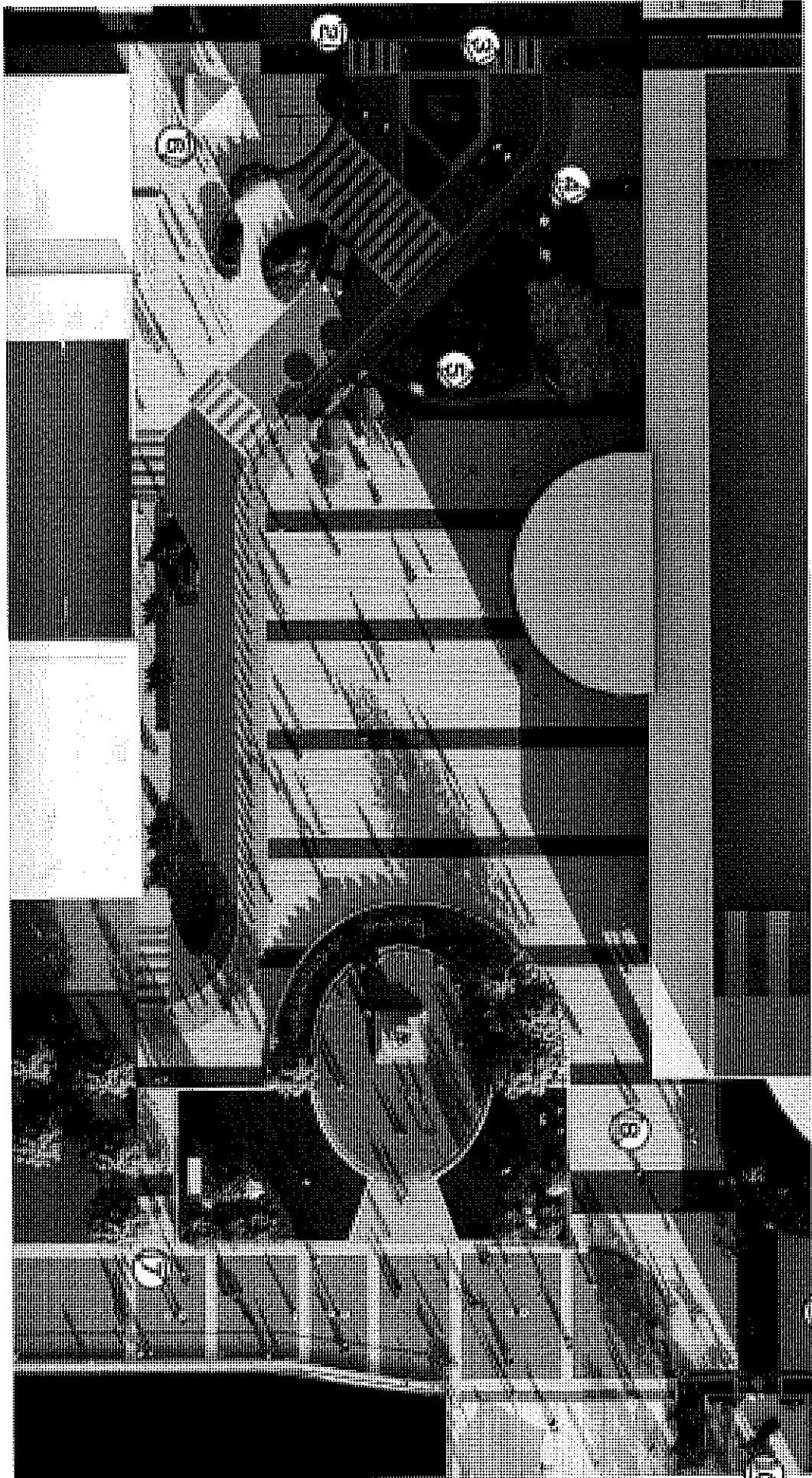
ILLUSTRATIVE LANDSCAPE PLAN - EVENT LAYOUT - CONCERT STAGE
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08





ILLUSTRATIVE LANDSCAPE PLAN - EVENT LAYOUT - FESTIVAL / MARKET
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08

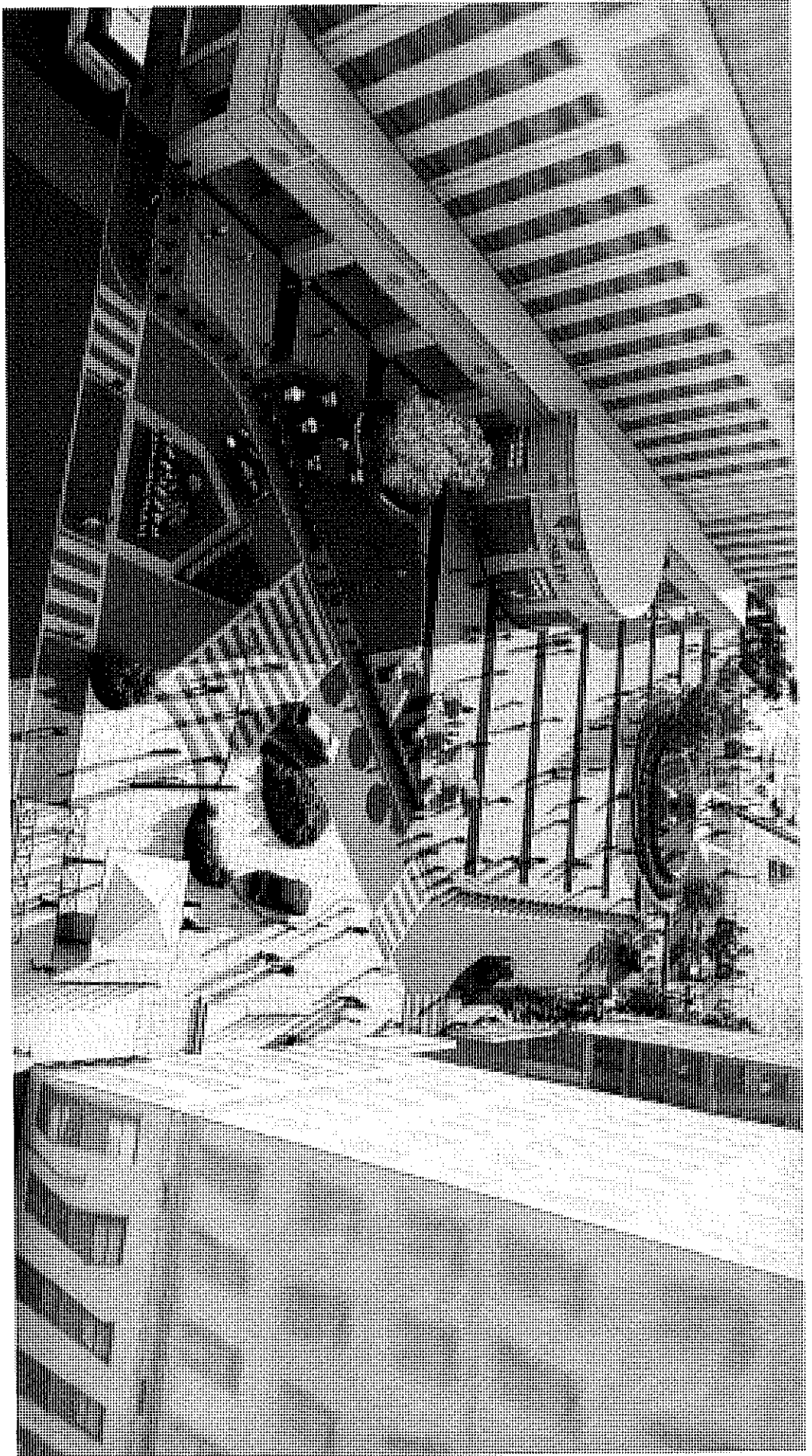




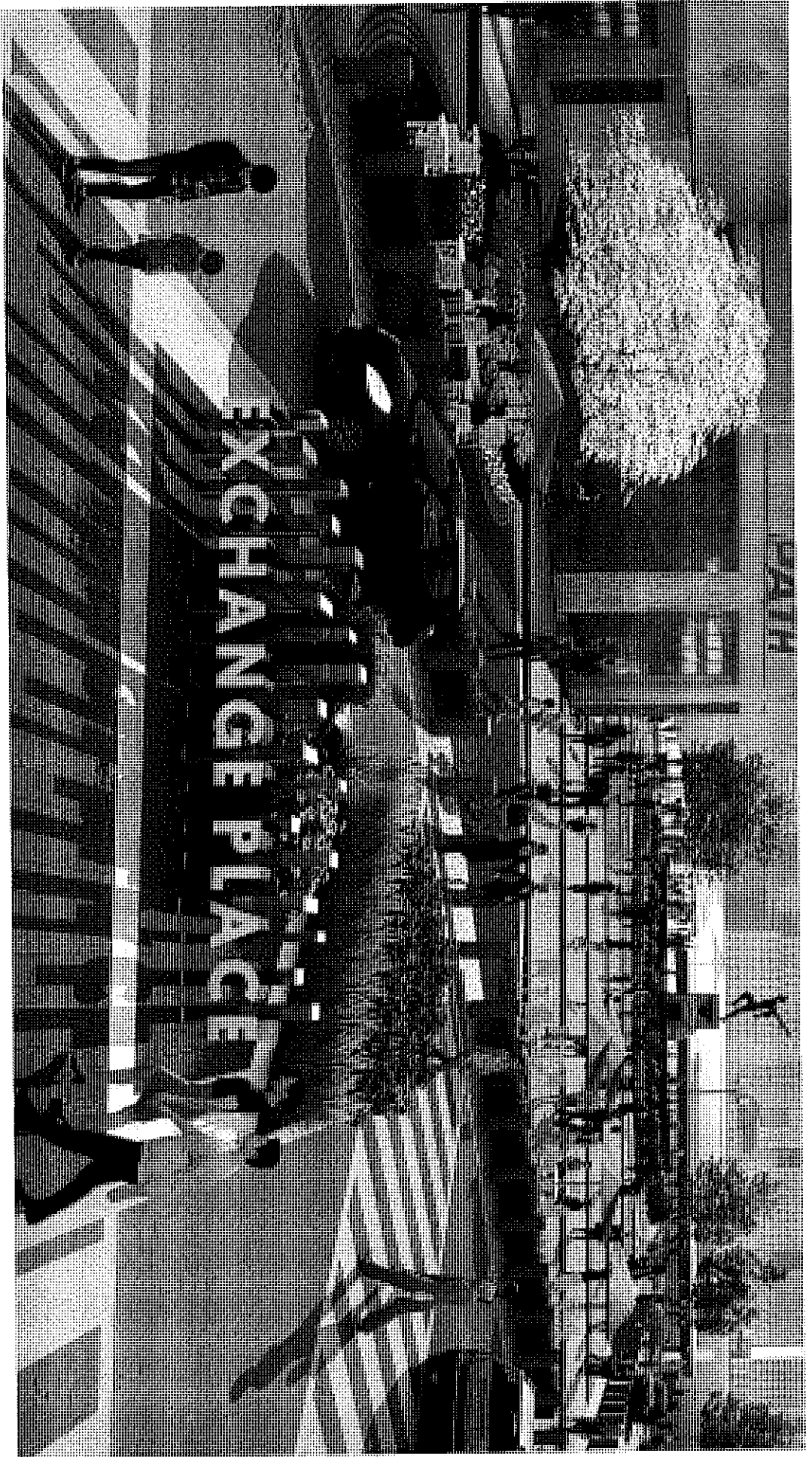
VIEW #1: PLAN
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08

MBG
MELITO-BAUER-GRANIN
LANDSCAPE ARCHITECTURE

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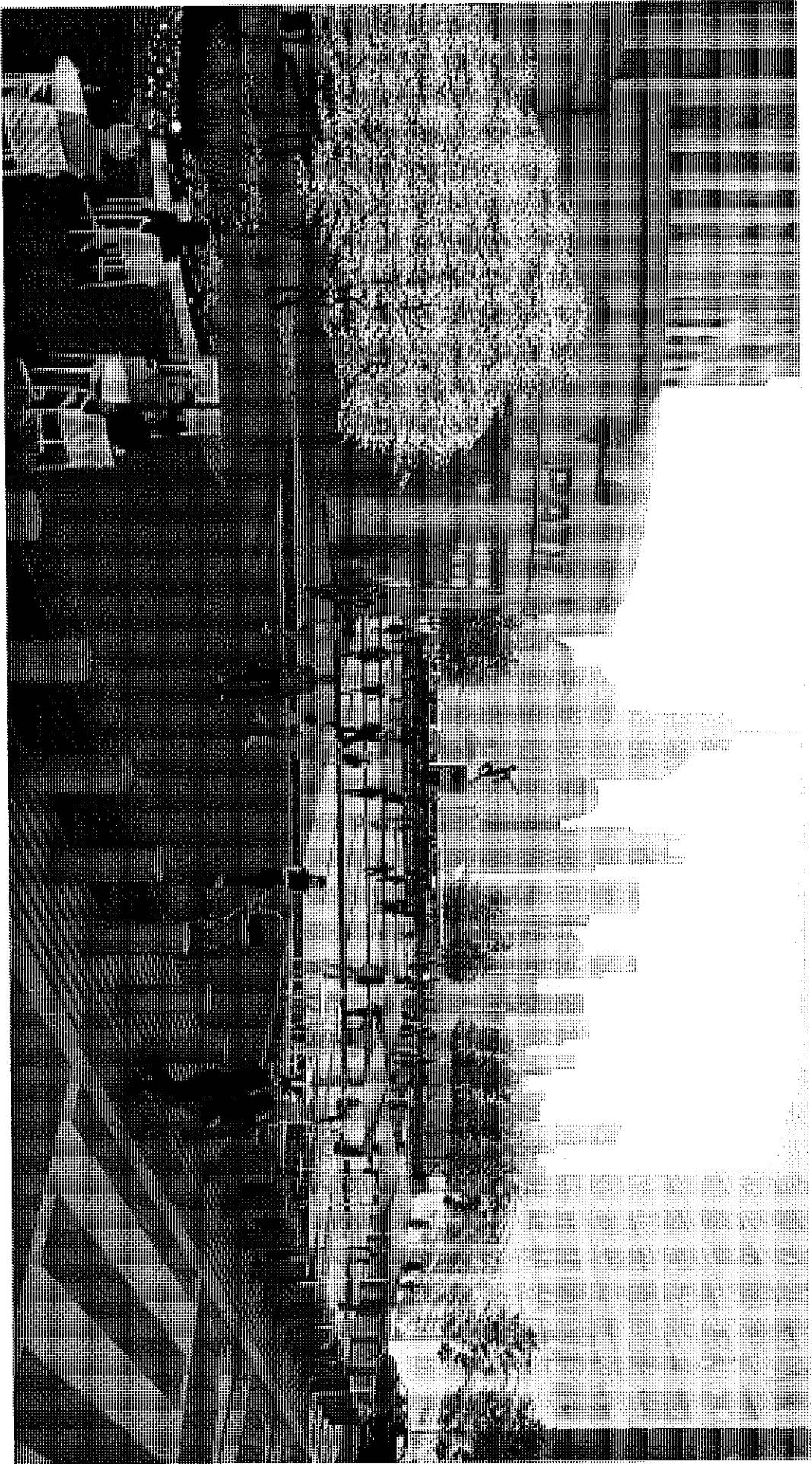


VIEW #2: OVERVIEW LOOKING EAST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08



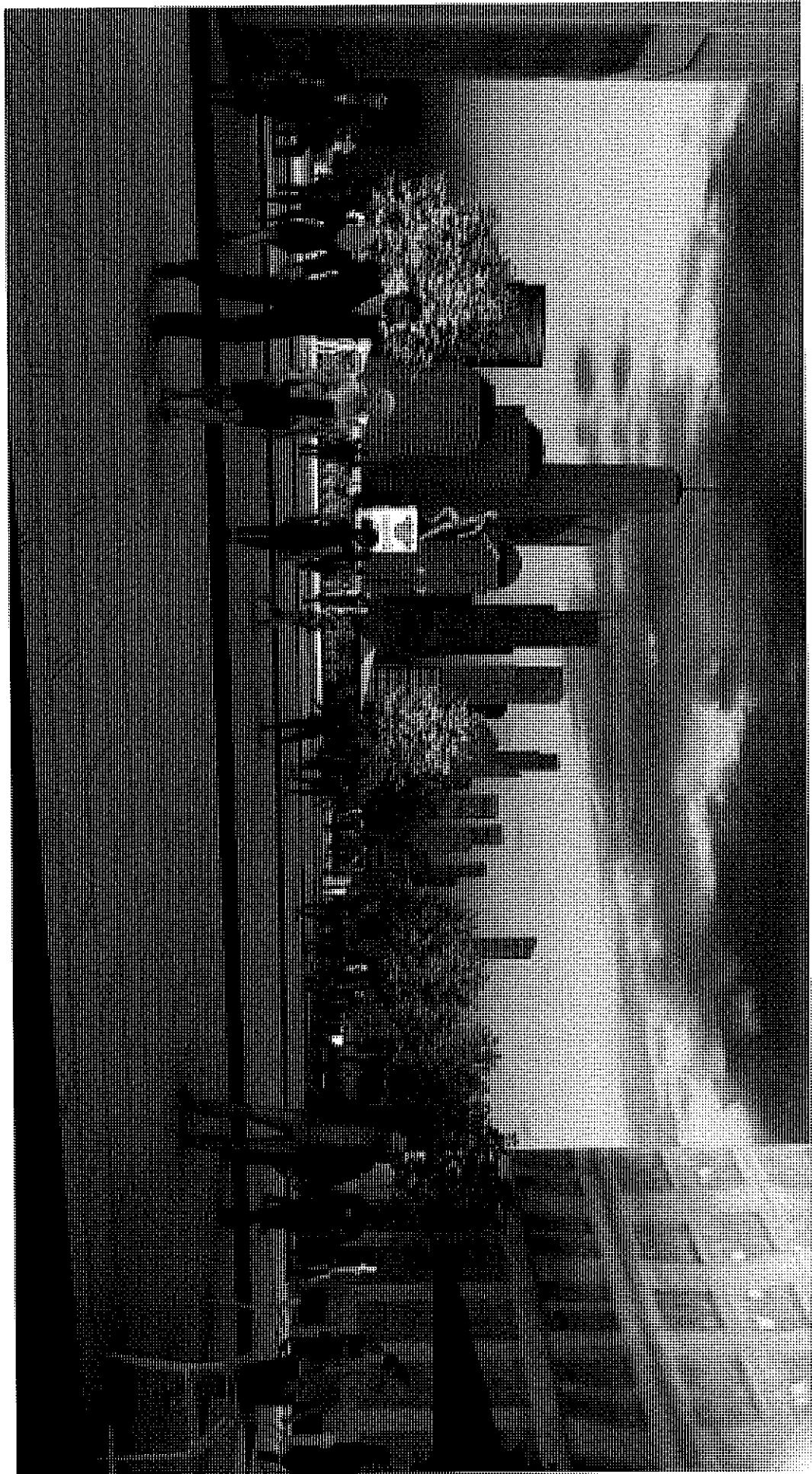
VIEW #3: ENTRANCE LOOKING EAST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08





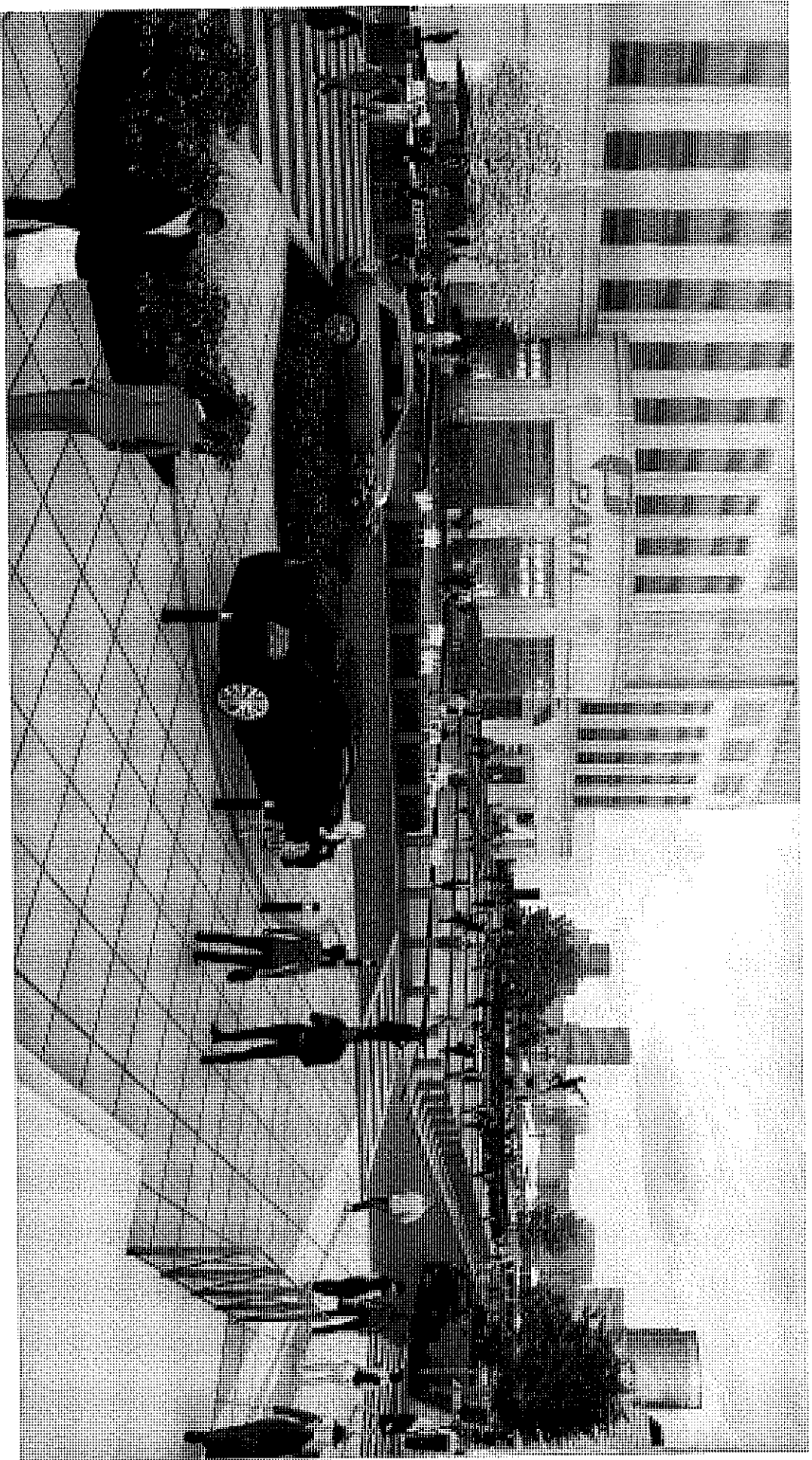
VIEW #4: CAFE PLAZA LOOKING EAST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08



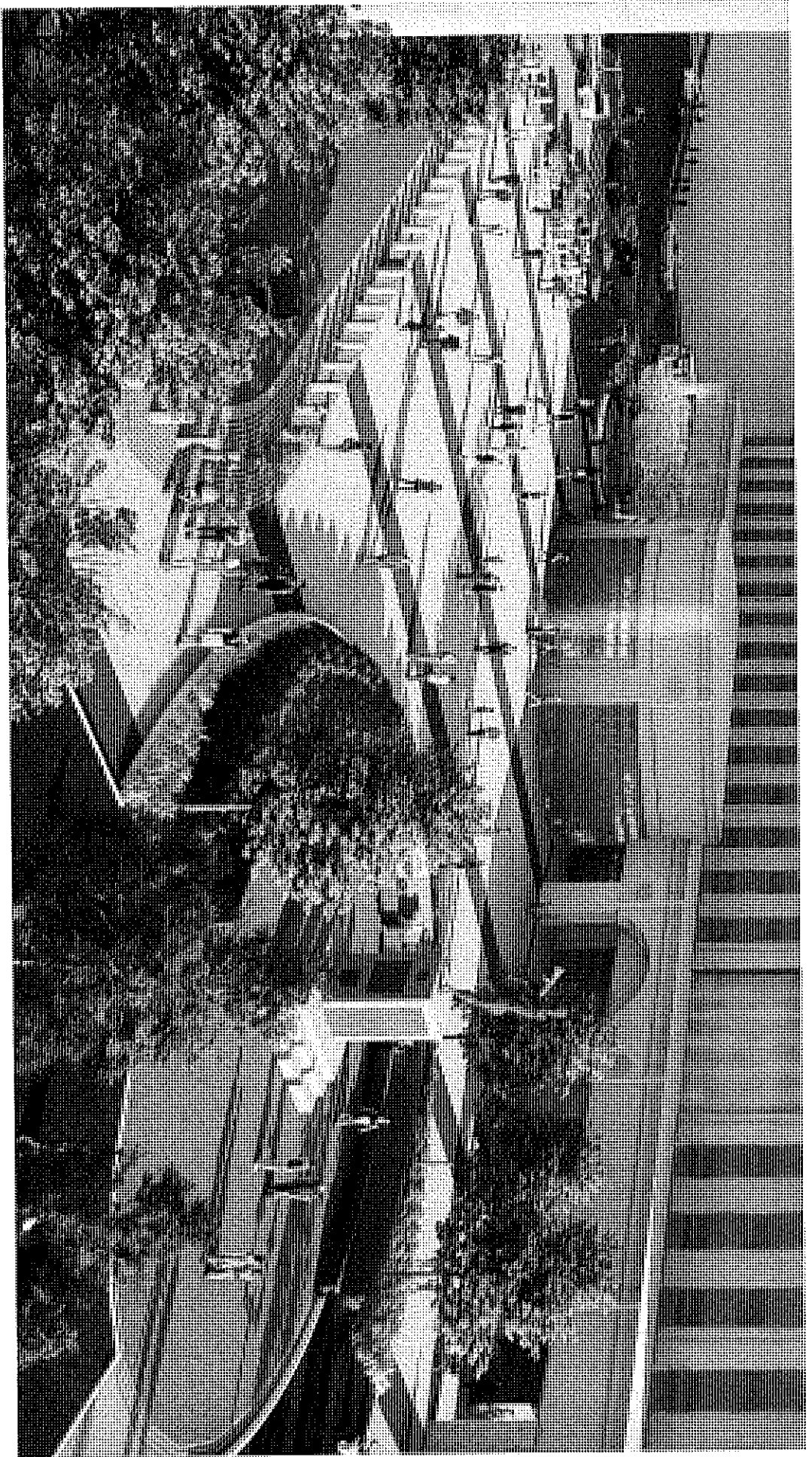


VIEW #5: MAIN PLAZA & STATUE FROM CAFE PLAZA - LOOKING EAST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08



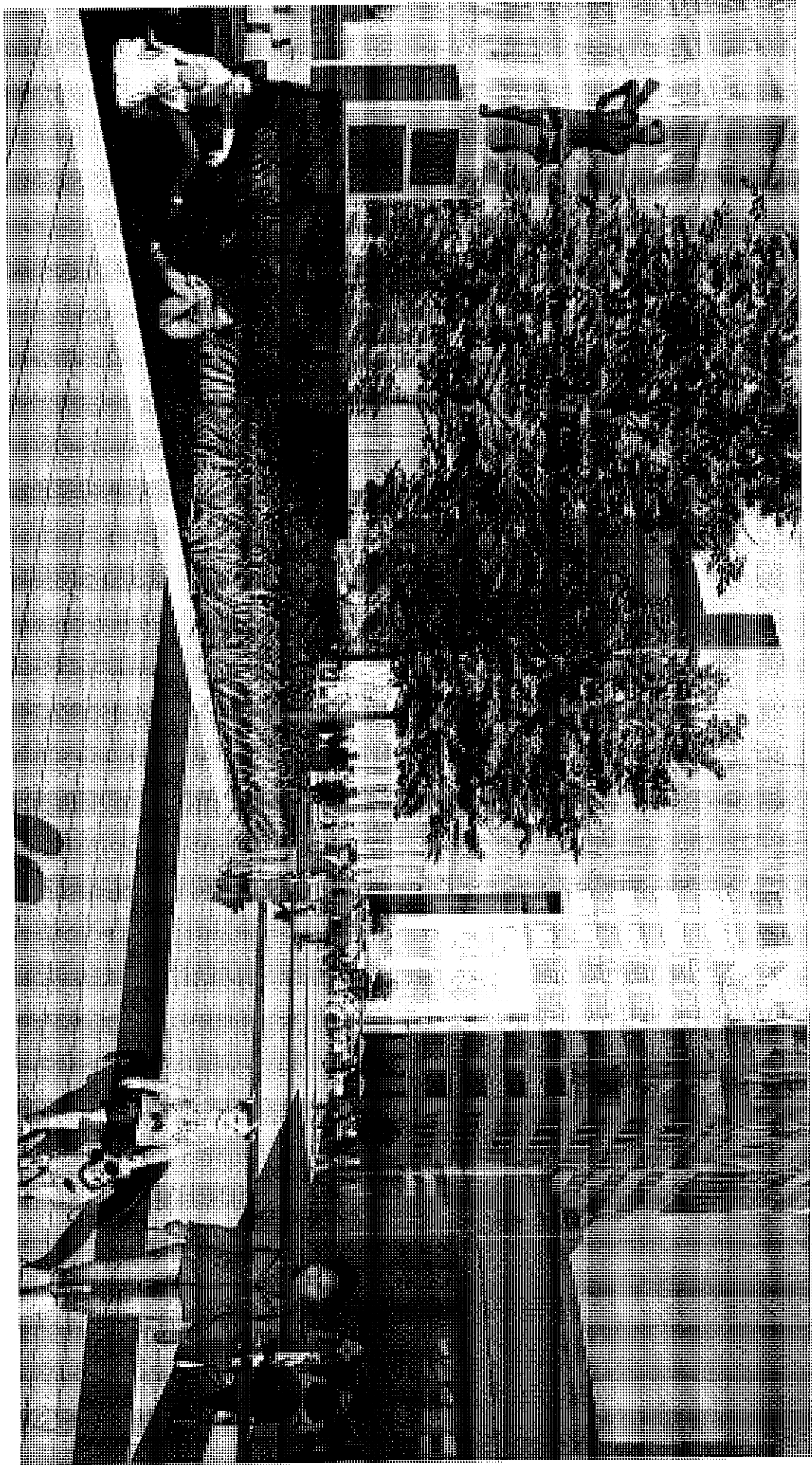


VIEW #6: VIEW NORTHEAST OF PLAZA FROM HYATT HOUSE ENTRY PLAZA
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08

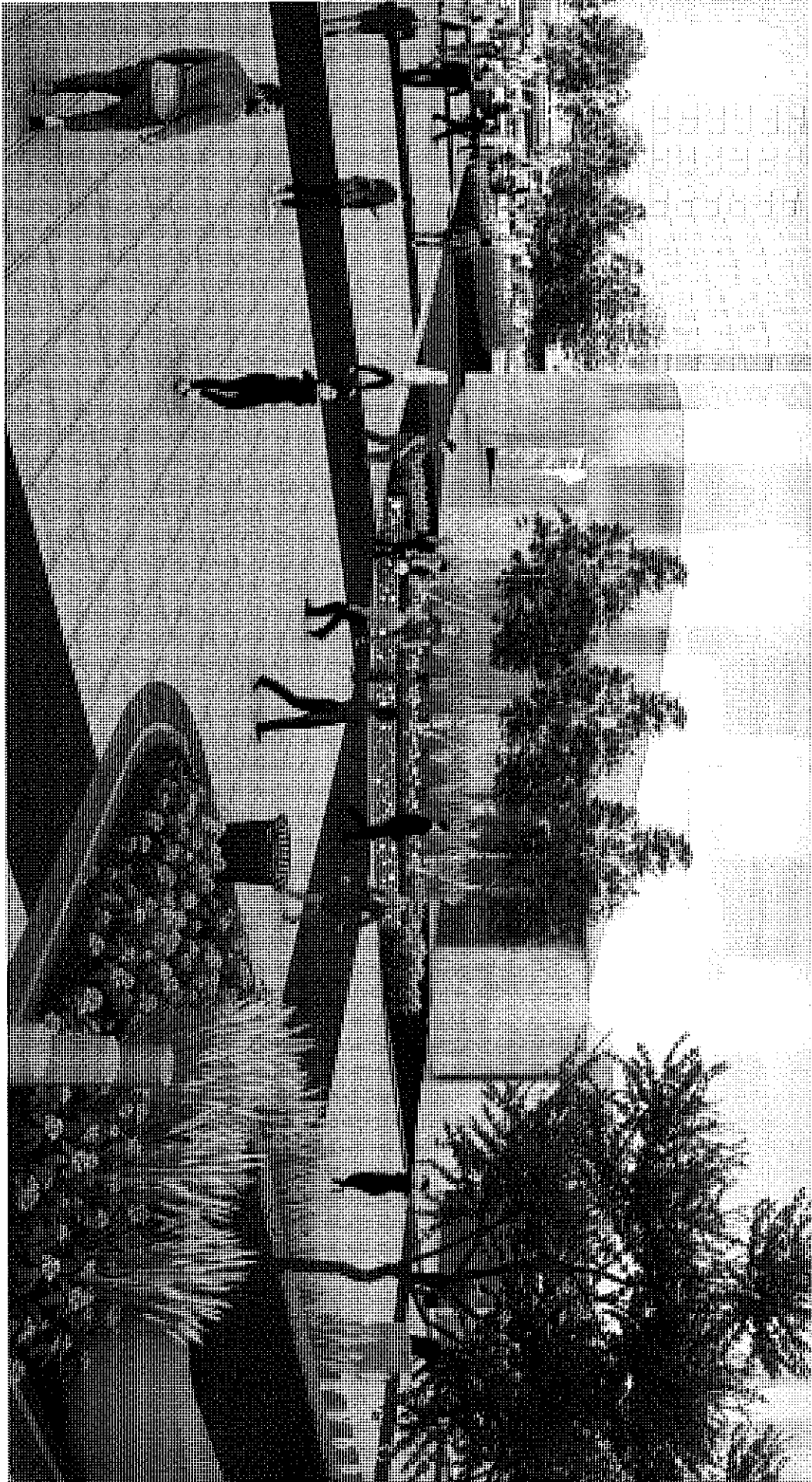


VIEW #7: OVERVIEW LOOKING WEST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08



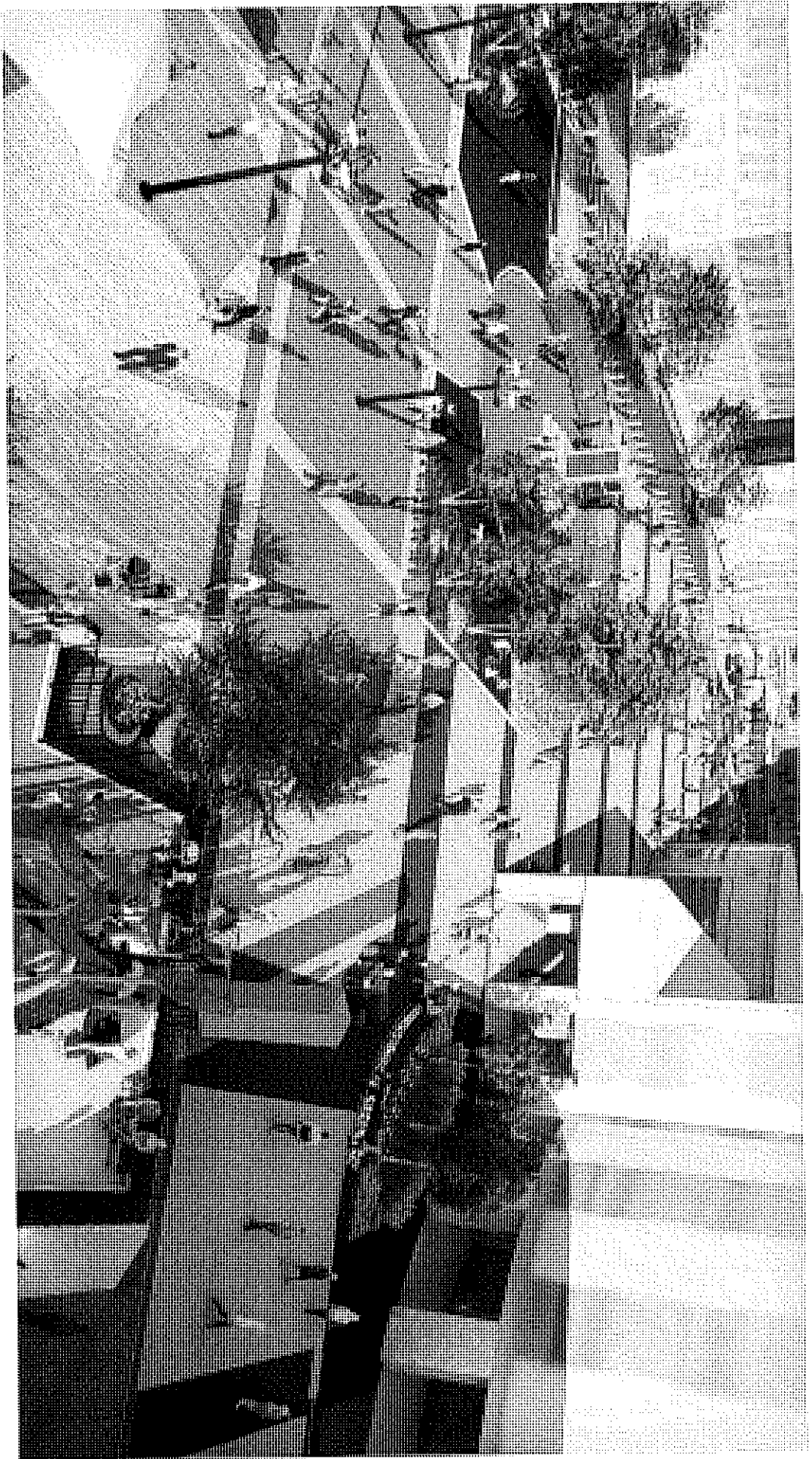


VIEW #8: VIEW THROUGH MAIN PLAZA LOOKING WEST
EXCHANGE PLACE
JERSEY CITY, NJ
MEULIO BAUER-CARMAN
LANDSCAPE ARCHITECTURE
DATE: 2022.04.06



VIEW #9: LOOKING SOUTH FROM PATH STATION
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08





VIEW #10: OVERVIEW FROM PLAYGROUND LOOKING WEST
EXCHANGE PLACE
JERSEY CITY, NJ
DATE: 2022.04.08

Exhibit O

Page 1

CITY OF JERSEY CITY
PLANNING BOARD

In the Matter of: :
: Transcript
CASE P21-142 :
: of
SECTION 31 REVIEW OF PUBLIC PLAZA:
DESIGN FOR UPDATES TO THE : Proceedings
EXCHANGE PLACE PEDESTRIAN PLAZA :
-----X

Tuesday, April 26, 2022
Zoom Remote Videoconference
Commencing at 6:47 p.m.

BOARD MEMBERS PRESENT:
CHRISTOPHER LANGSTON, Chairman
DR. ORLANDO V. GONZALEZ, Vice Chairman
JOYCE WATTERMAN, Council President (recused)
EDUARDO TORRES, Commissioner
GEOFFREY ALLEN, Commissioner
VIDYA GANGADIN, Commissioner
PETER HORTON, Commissioner
DR. VIJAY DESAI, Commissioner
DARLENE GREEN, Commissioner
A P P E A R A N C E S:
SANTO T. ALAMPI, ESQUIRE
Attorney for the Board

SCARINCI HOLLENBECK
BY: DONALD M. PEPE, ESQUIRE
Attorneys for the Applicant

MICHAEL LOMBARDOZZI,
Certified Shorthand Reporter

PRECISION REPORTING SERVICE
CERTIFIED SHORTHAND REPORTERS
(908) 642-4299

Page 2

1 ALSO PRESENT:
2 TANYA MARIONE, A.I.C.P., P.P.
Director of Planning
3 City Planning Division
4 MATT WARD, A.I.C.P., P.P.
Supervising Planner
5 City Planning Division
6 CAMERON BLACK, A.I.C.P., P.P.
Senior Planner
7 City Planning Division
8 MALLORY CLARK, A.I.C.P., P.P.
Senior Planner
9 City Planning Division
10 TIMOTHY KREHEL, A.I.C.P., P.P.
Principal Planner
11 City Planning Division
12 FRANCISCO ESPINOZA
Senior Planner
13 City Planning Division
14 LINDSEY SIGMUND, A.I.C.P., P.P.
Environmental Planner
15 City Planning Division
16 ELIZABETH OPPER, A.I.C.P.
Urban Designer
17 City Planning Division
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Page 4

1 CHAIRMAN LANGSTON: Let's move on to new
2 business. Item 9 is case P21-142. That's a Section
3 31 review. It's a review and discussion of the
4 public plaza design for updates to the Exchange Place
5 Pedestrian Plaza at Hudson Street and Montgomery
6 Street, wrapping north to Christopher Columbus Drive.
7 And, Santo, if you could, can you just
8 educate the board on a Section 31 review; actually,
9 what the board's role is here?
10 MR. ALAMPI: Certainly, Chairman.
11 CHAIRMAN LANGSTON: Thank you.
12 MR. ALAMPI: The Section 31 review, as
13 we've heard in the past, is a courtesy review by the
14 board. So the board is looking to see if the
15 application is in conformance with and, for lack of a
16 better term, jives with the zoning ordinances, the
17 site plan ordinance, et cetera, et cetera. So if the
18 board finds that it does not, and there are issues
19 with the application as presented, that the board
20 would like to see some things done differently, the
21 board can find that, and find that it does not meet
22 and comport with the applicable ordinances in regards
23 mostly to site plan type issues.
24 But it is a courtesy review; the
25 applicant is free to consider those comments, and

<p style="text-align: right;">Page 5</p> <p>1 proceed in the way the applicant feels appropriately.</p> <p>2 CHAIRMAN LANGSTON: Okay. Thanks,</p> <p>3 Counsel.</p> <p>4 So at the end of the presentation, what</p> <p>5 our vote basically entails is, just like Santo said,</p> <p>6 we are either agreeing or disagreeing that it</p> <p>7 complies with the zoning. The applicant is under</p> <p>8 no -- I don't know the words I'm looking for here.</p> <p>9 MR. ALAMPI: Obligation, Chairman.</p> <p>10 CHAIRMAN LANGSTON: Obligation, there</p> <p>11 you go. So the applicant is under no obligation to</p> <p>12 take those comments and change their application.</p> <p>13 Our vote tonight is not binding, but we certainly</p> <p>14 have the ability to comment and make recommendations.</p> <p>15 Okay. Who is presenting for us here?</p> <p>16 MR. PEPE: So, good evening, Chairman</p> <p>17 Langston, commissioners, Donald Pepe from Scarinci</p> <p>18 Hollenbeck on behalf of the Exchange Place Alliance</p> <p>19 District Management Corporation, who's the applicant</p> <p>20 on this project.</p> <p>21 CHAIRMAN LANGSTON: Good evening,</p> <p>22 Counsel.</p> <p>23 MR. PEPE: As noted, we're proposing a</p> <p>24 pedestrian plaza at the base of Montgomery Street.</p> <p>25 And this is a Section 31 review.</p>	<p style="text-align: right;">Page 6</p> <p>1 Just bringing it back a little bit on</p> <p>2 the history of this particular site, three years ago,</p> <p>3 when we began this process, three and change years</p> <p>4 ago, the area surrounding the Katyn Monument was</p> <p>5 essentially a parking lot. One of the other</p> <p>6 triggers -- and aside from being a parking lot, it</p> <p>7 was a dangerous place, where cars were interacting</p> <p>8 with pedestrians on a regular basis. It's a very</p> <p>9 busy area. It's an entre to the PATH station.</p> <p>10 Another trigger that brought up the</p> <p>11 desire to improve this area had to do with the Port</p> <p>12 Authority. They had gotten some grant money, and,</p> <p>13 you know, they were looking to provide enhanced</p> <p>14 security measures to protect the PATH station. But</p> <p>15 much as the Port Authority would like to do, those</p> <p>16 measures were somewhat institutional, looked a little</p> <p>17 bit like a prison, some of the earlier designs, and</p> <p>18 they didn't take aesthetics, they didn't take</p> <p>19 pedestrian maneuverability, into account.</p> <p>20 So when we saw those plans, those early</p> <p>21 plans, for the Port Authority, the Exchange Place</p> <p>22 Alliance took it upon itself to endeavor to find a</p> <p>23 better way to provide both security, to preserve,</p> <p>24 protect, and beautify the Katyn Monument, to preserve</p> <p>25 the Exchange Place as a place that can be used for</p>
<p style="text-align: right;">Page 7</p> <p>1 public meetings and festivals indefinitely, and to</p> <p>2 enhance the aesthetics and the safety of the plaza.</p> <p>3 The enabling ordinance for the Exchange</p> <p>4 Place Alliance specifically provides that we are to</p> <p>5 undertake improvements designed to increase the</p> <p>6 safety or attractiveness of the district. And that's</p> <p>7 the enabling Ordinance 16-176 that created the</p> <p>8 Exchange Place Alliance.</p> <p>9 Most recently, the city council of</p> <p>10 Jersey City designated this area a pedestrian mall,</p> <p>11 which means that motor vehicle traffic was</p> <p>12 prohibited. That was Ordinance 16-176.</p> <p>13 We've undertaken -- or as I mentioned</p> <p>14 over the last three years, to design a project that</p> <p>15 achieves all of the goals that we set out to achieve.</p> <p>16 We've engaged with all of the neighboring property</p> <p>17 owners, stakeholders, the various city and state</p> <p>18 offices, and the general public, to develop a final</p> <p>19 design, which we're pleased to present you -- we're</p> <p>20 actually super excited to present to you tonight.</p> <p>21 We had five public meetings dedicated,</p> <p>22 in part, to the public plaza design. Those were the</p> <p>23 monthly or, excuse me, quarterly Exchange Place</p> <p>24 meetings. The plans have been up on our website for</p> <p>25 the better part of a year and a half.</p>	<p style="text-align: right;">Page 8</p> <p>1 We had a community meeting that was</p> <p>2 published in the newspaper and provided mail notice</p> <p>3 to adjoining property owners; that was on August</p> <p>4 19th, 2020.</p> <p>5 We had individual meetings with</p> <p>6 Mack-Cali and the owners of Plaza X and the Hyatt</p> <p>7 House Hotel to address their concerns.</p> <p>8 We had multiple, multiple design</p> <p>9 meetings with New Jersey Transit, Port Authority,</p> <p>10 city planning, city fire, public safety, cultural</p> <p>11 affairs, city engineering, Historic Paulus Hook</p> <p>12 Association, Powerhouse Neighborhood Association,</p> <p>13 Colgate Commercial Property Owners Association, and</p> <p>14 the Committee for the Conservation of the Katyn</p> <p>15 Monument and Historic Objects.</p> <p>16 I have two witnesses tonight, although I</p> <p>17 think that I'll only need to present one, Tom Carman,</p> <p>18 from Melillo & Bauer, who is our landscape architect,</p> <p>19 who took the lion's share of the aesthetic design of</p> <p>20 the project.</p> <p>21 Tom?</p> <p>22 T H O M A S C A R M A N, having been</p> <p>23 duly sworn, testified as follows:</p> <p>24 MR. CARMAN: Thomas S. Carman,</p> <p>25 C-A-R-M-A-N.</p>

<p style="text-align: right;">Page 9</p> <p>1 CHAIRMAN LANGSTON: And just one second, 2 before I can qualify Mr. Carman, Council President 3 Watterman is going to recuse on this matter. 4 So with that said, Mr. Carman, your 5 license is current tonight in the state of New 6 Jersey? 7 MR. CARMAN: It is. 8 CHAIRMAN LANGSTON: Okay. Thank you. 9 You're qualified. 10 MR. CARMAN: Thank you, Mr. Chairman, 11 and good evening, board commissioners. 12 A. So, this evening, I will walk you 13 through -- let me share my screen here -- I will 14 walk you through the design to transpose the 15 current plaza space, and as Mr. Pepe says, is a bit 16 more -- provides more priority to the vehicle than 17 to the pedestrian, with the goal to provide 18 pedestrian safety, flexibility for events, and to 19 respect the existing Katyn Monument. I'll present 20 an overall plan, and then I will also share some 21 3-D images of the design. 22 But before that, let me just show you 23 an existing aerial photograph of the plaza. So 24 we're seeing the plaza down in the lower portion, 25 Hyatt House right down here, adjacent to the light</p>	<p style="text-align: right;">Page 10</p> <p>1 rail, Starbucks, waterfront walkway, the existing 2 PATH station, and then, to the north, Christopher 3 Columbus Drive. 4 MS. CLARK: Mr. Carman, really quick, I 5 am just seeing the date on the document here, so I 6 believe there might be some additional renderings in 7 this package than what was provided for the data 8 portal, for the distribution deadline. So I just 9 want to make sure we mark this presentation into the 10 record. Can you tell me how many pages in total? It 11 looks like 21 at the bottom. 12 MR. CARMAN: That's correct, there are 13 21 sheets. 14 MS. CLARK: Okay. 15 MR. CARMAN: And I believe the only -- 16 the only difference is, as we go through here, you'll 17 see that I refer back to the plan numerous times, to 18 show where that view is. I believe that's what the 19 difference in the amount of exhibits are. 20 MS. CLARK: Okay. And so, Santo, I 21 believe that would make this A-1? 22 MR. ALAMPI: Yes, it would. 23 MR. PEPE: And, Santo, just also for the 24 record, I mean, we did provide notice of this 25 application, even though I don't believe it was</p>
<p style="text-align: right;">Page 11</p> <p>1 necessary, again, out of an abundance of caution. So 2 if we could mark that notice as A-2. 3 MR. ALAMPI: Let's do it. 4 (Whereupon, Exhibits A-1 and A-2 marked 5 for identification.) 6 MR. ALAMPI: A-2 will be the notice; A-1 7 will be the plan -- or slide show. 8 A. So, now, I will move on to three 9 existing condition images. So this is standing at 10 Hudson, looking back towards the east. We see the 11 light rail off to the right, and then the Katyn 12 Monument down towards the terminus. 13 And, here, what we're seeing, also, is 14 the ability for vehicles to freely drive within the 15 space, circulate around; not really defining 16 pedestrian circulation, which can create plenty of 17 pedestrian conflicts. 18 Here, a view looking to the west. 19 We're essentially at the waterfront walkway, 20 looking back towards the monument, looking towards 21 the west. And, here, we're seeing the 22 inappropriate nature of vehicles being able to 23 circulate around the monument, or parking right at 24 the waterfront walkway. 25 Last existing conditions photo, as</p>	<p style="text-align: right;">Page 12</p> <p>1 we're looking towards Christopher Columbus Drive, 2 where the waterfront walkway makes its way past 3 Harborside and the Hyatt Regency here. And, again, 4 we're seeing how cars can stack and park down in 5 this area, and, really, pedestrian circulation is a 6 leftover for the cars. 7 So, now, we have the -- the overall 8 design that we're proposing. So with Hudson all 9 the way on the left-hand side, Grundy Pier on the 10 right with the PATH station, we see, in the lower 11 left-hand corner, the light rail to remain as is; 12 the drop-off area for the Hyatt House. And then, 13 controlling the vehicular circulation coming in, 14 what we're doing is we're still respecting that 15 boulevard nature that comes down along Montgomery, 16 and providing a clear access point in to circulate 17 to the Hyatt House, as well as a channelized 18 vehicular area to get to the service area and to 19 the court to the east. Access coming out, 20 providing direct access to the -- again, to 21 Montgomery. 22 Now, overall plaza space, we're 23 defining a zone to the west over here. We're 24 providing great flexibility for a stage to be put 25 over there for open nature, for tents to be put up</p>

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1 for flexibility, having the ability to put some
2 tables and chairs to gather within these areas, but
3 also providing good, clear pedestrian circulation
4 to the PATH station, from the PATH station to the
5 light rail, and around.

6 As Mr. Pepe indicated, one of the
7 requirements from the Port Authority is to secure
8 the PATH station, and by implementing some bollards
9 and some planters along the southern edge here, we
10 have this large, free expanse of public plaza
11 space. Additionally, incorporating some green,
12 where the existing Katyn Monument is, and defining
13 a plaza space with a larger oval of decorative
14 pavers. That opens up to the existing waterfront
15 walkway. The monument space itself includes a
16 large curvilinear seat wall that also defines the
17 space. The statue itself is situated in the exact
18 same location as it is today.

19 The child's play area is located just
20 to the south of the PATH station. The waterfront
21 walkway is in compliance with the DEP requirements,
22 in terms of the widths and circulation. CitiBikes
23 located just adjacent to the north side of Exchange
24 Place center here. And then, defining a crossing
25 for the pedestrians along the waterfront walkway.

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1 going across to a plaza space where table and
2 chairs are located. Bollard line with planters
3 defining an edge. And then, larger pedestrian
4 plaza for people to freely move about. And then,
5 the plaza space with the Katyn Monument.

6 The next view that we will have is
7 more -- just up from the previous one, and this
8 will be a little bit more eye level, as opposed to
9 bird's-eye view. Here, we're looking across again.
10 We're seeing that pedestrian accessway. This is
11 where those retractable bollards would be for an
12 emergency service vehicle to pull in. And you can
13 see how the site furnishing is also situated, so
14 that there would be clear access coming in. And
15 then, towards the end, you can see, prominently,
16 the monument in its existing location.

17 Our next view is essentially at the
18 Hyatt House drop-off area. Here, seeing a
19 bollard-defined area for a drop-off, and then
20 looking across to where you see the two pedestrian
21 circulation points cross the vehicular channelized
22 way, that is 18 feet wide, so we've really narrowed
23 that down. And then, again, in the background,
24 we're seeing the monument, as well as you're
25 catching a glimpse of the Grundy Pier in the

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1 Now, these plans were all submitted to
2 city engineering, and what we've done is we've
3 provided a graphic right here that shows the
4 emergency vehicle access. So fire truck or EMS
5 vehicles would be able to circulate in through this
6 space. There are bollards that would retract down,
7 and then can circulate around in front of the PATH
8 station, and then further back out to Christopher
9 Columbus Drive.

10 Now, in conversations with city
11 engineering and the fire department, they had
12 requested that we analyze the opportunity, as this
13 dashed line in the upper left -- or upper right
14 shows, to study if we can provide access as an
15 alternate out that way, which we believe we will be
16 able to accommodate, and we will be happy to work
17 with them on that.

18 So, now, let me walk you through some
19 of the 3-D views of the overall core space. So
20 I'll just continue to repeat this plan, and then
21 show where the view is taken.

22 So you will see a view over here from,
23 essentially, the light rail area, looking towards
24 the northwest. Here, we see that light rail in the
25 lower right, with clear pedestrian circulation

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1 background.

2 Next view will be from, essentially,
3 the waterfront walkway, looking back towards the
4 northeast -- northwest. Here, we see how the oval
5 plaza space around the monument exists, and the
6 seat wall that I mentioned, the curved bench that
7 provides ample seating, and then, also, how the
8 planting extends towards the waterfront walkway.
9 So we've used -- and we've incorporated some lawn
10 within this area, also, to really expand that area,
11 so, that way, there's plenty of room for visitors,
12 as well as bringing that space so it does feel
13 intimate when there are -- is a smaller amount of
14 people.

15 The next view that I will show you is
16 essentially from the -- just below the PATH
17 station, where we'll see the playground in the
18 foreground. Here we are looking out that way, with
19 the children's playground in the foreground,
20 looking across to the plaza space, the monument,
21 and then out down towards the light rail in the
22 background.

23 The last view that I have is just
24 at -- again, at Hudson with our back to Montgomery,
25 looking in, with a place-making element over here,

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1 just identifying Exchange Place, and then the
2 seating that we see flanking the bollard location
3 coming in, and then the monument prominently
4 located towards the waterfront.

5 So that provides the overview of the
6 exciting improvements that we're proposing at
7 Exchange Place.

8 Q. Thank you, Tom. Thank you very much.

9 CHAIRMAN LANGSTON: All right. Thank
10 you, Mr. Carman.

11 The only question I would have, the
12 bollards, you said they're retractable, or are they
13 removable?

14 MR. CARMAN: The bollards are
15 retractable. There are -- being that it is the Port
16 Authority, there's a specific rating that these
17 bollards have to meet.

18 CHAIRMAN LANGSTON: Understood.

19 MR. CARMAN: So many of them are fixed
20 in place, and then there are some that are
21 retractable.

22 CHAIRMAN LANGSTON: Okay. And how are
23 they operated? Is there somebody there 24/7 that can
24 retract those for emergency vehicles? As we know,
25 emergencies, you know, don't respect working hours

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1 all the time.

2 MR. CARMAN: Right. So the logistics of
3 that we will fully work through, but, often, the
4 emergency vehicle has a control that will be able to
5 bring them down.

6 CHAIRMAN LANGSTON: Okay. Yeah,
7 that's -- that's it for me. That was my main
8 concern.

9 Anybody else, any questions for
10 Mr. Carman?

11 COMMISSIONER TORRES: This is
12 Commissioner Torres.

13 CHAIRMAN LANGSTON: Go ahead, Eddie.

14 COMMISSIONER TORRES: I really love what
15 you're doing there. I've worked in the area
16 sometimes, and it's great to see you're trying to
17 control the traffic in that area.

18 My question, though, is: Are there
19 going to be any timelines for the office buildings,
20 the Hyatt, Port Authority, to have deliveries and
21 movement of trucks that come all day long in that
22 area? How would they get -- you know, the Exchange
23 Place 10, all those buildings? There's always
24 constant, constant deliveries in that area, and then
25 that -- on that street. What are we going to do with

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1 them now, all day long? Is there a plan you have for
2 that?

3 MR. PEPE: Commissioner Torres, to some
4 degree, deliveries will still achievable through the
5 18-foot-wide pathway that we've provided, which is
6 going to be over by the Starbucks and the Hyatt House
7 side of the operation. That's not going to be
8 restricted.

9 As to Plaza X and the other areas,
10 they're no longer going to be able to get deliveries
11 in this area. It's been designated as a pedestrian
12 plaza by the city council. All of those buildings
13 have alternative means with which to get access.

14 COMMISSIONER TORRES: Okay.

15 COMMISSIONER DESAI: I have a question.
16 How about transportation for persons with disability
17 and parking around there?

18 MR. PEPE: The site -- I think, Tom, the
19 site's been designed completely to be handicap
20 accessible. Correct?

21 MR. CARMAN: Certainly, the whole plaza
22 itself is ADA accessible.

23 COMMISSIONER DESAI: And parking for
24 handicapped or anything?

25 MR. CARMAN: There is not specific

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1 parking for the plaza itself. Vehicular parking is
2 no longer permitted within this space; however, there
3 is parking at the adjacent buildings.

4 MR. PEPE: And just to be clear,
5 Commissioner, because it is important, for people
6 trying to access the PATH station, there's still
7 going to be drop-off potential down at the end of
8 Christopher Columbus, and on York Street, that would
9 be accessible right up to the -- you know, right up
10 to the waterfront walkway. But parking will be
11 prohibited throughout the pedestrian plaza area,
12 except for on that 18 -- and it's really not going to
13 be wide enough, but, I guess, short term, on the
14 18-foot drive path. And you could get access all the
15 way through to the walkway through that path as well,
16 but we're not encouraging parking here, this is going
17 to become a pedestrian plaza.

18 MR. ALAMPI: Mr. Pepe, are we going to
19 hear with respect to the master plan and the -- what
20 appears to me the obvious concept of pedestrian
21 friendly in lieu of vehicular traffic?

22 MR. PEPE: Counsel, I had not planned on
23 presenting any testimony with respect to the
24 compatibility with the master plan. I don't know if
25 any of the city's planners have any input with

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1 respect to that; we've been sharing these designs
2 with them for quite some time. But -- and I believe,
3 you know, one of the Vision Zero is a big impetus for
4 the city right now, and an important aspect of the
5 master plan itself, which is to provide for
6 pedestrian safety.

7 MR. ALAMPI: Without a shadow of a
8 doubt, Counsel.

9 MR. PEPE: And those are elements that
10 we're -- you know, that we're accomplishing, clearly.

11 I think that, to head off other
12 questions that I can anticipate, the improvements
13 will be constructed and maintained by the Exchange
14 Place District Management Corporation, and funded by
15 the Exchange Place Alliance.

16 CHAIRMAN LANGSTON: Okay. Thank you,
17 Counsel.

18 All right. Anything else, Counsel? Or
19 is that your presentation?

20 MR. PEPE: I have my civil engineer
21 here, in case there's any questions, Gabrielle
22 Gornelli, but that is my presentation.

23 CHAIRMAN LANGSTON: Okay. Yeah, I think
24 I'm satisfied with the presentation of Mr. Carman. I
25 don't know if I would need anything extra. I'll open

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1 it up to the board, if anybody wants a civil
2 engineer, if anybody has any extra questions for a
3 civil engineer.

4 COMMISSIONER HORTON: Chairman, not the
5 civil engineer, but I just have one quick question.

6 I'm looking at the emergency vehicle
7 route. I'm assuming this was addressed, but would
8 the route accommodate all forms of vehicles, you
9 know, fire engines, and larger vehicles as well?

10 MR. CARMAN: Yes, that was designed to
11 accommodate fire engines, and we did share that with
12 city engineering as well.

13 MR. HORTON: Thank you, appreciate it.

14 CHAIRMAN LANGSTON: Thank you, Peter.

15 MR. PEPE: And for the record, we met
16 with the office of emergency management as well.

17 MS. CLARK: Don, I think one thing that
18 might be relevant for the civil engineer is the
19 project does not meet the green area ratio. My
20 understanding is a lot of this is based on
21 requirements for vehicle loads and materials that are
22 needed to support these emergency vehicles, and just
23 the heavy -- the nature of the heavy use of this
24 site. I don't know if the civil engineer could speak
25 to that a little bit.

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1 MR. PEPE: Sure, we can ask Gabrielle to
2 come in and speak to it, but Ms. Clark, as I think
3 you'll recall when we originally had a substantial
4 additional green area; in fact, I think most of the
5 original design was a lawn area that was altered,
6 most recently, at the request of city planning and
7 city engineering. Even that plan, strangely enough,
8 did not meet the green area ratio requirements. So
9 taking the plaza from a complete 100 percent
10 impervious area, and adding a lawn that covered 75
11 percent of it, the plan still did not meet the
12 requirements, really just because of the way the
13 requirements are designed; they're designed to
14 address buildings, not necessarily open plaza areas.
15 That's my understanding. I don't know if you concur.

16 And, Gabrielle, I don't know if you have
17 any additional input.

18 GABRIELLE GORNELLI,
19 having been duly sworn, testified as follows:

20 MS. GORNELLI: Gabrielle Gornelli,
21 G-A-B-R-I-E-L-L-E, G-O-R-N-E-L-L-I.

22 CHAIRMAN LANGSTON: Ms. Gornelli --
23 DIRECT EXAMINATION
24 BY MR. PEPE:

25 Q. You're a licensed civil engineer and

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1 your license is current?

2 A. Yes.

3 CHAIRMAN LANGSTON: And that's in the
4 great state of New Jersey. Correct?

5 MS. GORNELLI: Yes.

6 CHAIRMAN LANGSTON: Thank you. You're
7 qualified.

8 A. Yeah, I can speak a little bit on
9 that. Yes, Mallory's correct, a lot of this area
10 we did need to have, structurally, to be able to
11 support the emergency vehicles. But I can speak,
12 you know, generally, from my understanding of the
13 green area ratio, it's to encourage -- you know,
14 it's to encourage these flood prevention measures
15 on sites that have heavy development, like
16 buildings, things like that. That's why you see --
17 green roofs gives you a lot of credit for green
18 area ratio in the Jersey City ordinance; detention
19 tanks, which are not required when you're adjacent
20 to the river itself; things like having certain
21 fixtures inside your building.

22 A park, by nature, is flood-resilient
23 design, because when you have a type of flood like
24 we have here in a tidal flood area, where it's
25 typically a hurricane or something like that, where

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1 we know the flood is coming in advance, you can
2 evacuate these type of areas, and you allow the
3 flood waters to come to this zone. You know,
4 unlike a building or something like that, where
5 there's really going to be a lot of property
6 damage, an open space is really a flood-resistant
7 design by nature. So while we're not meeting the
8 green area ratio with the design, you know, it --
9 we believe that it is -- it meets the intention,
10 because it is a flood-resistant design, because
11 it's a park.

12 MS. CLARK: And this probably seems
13 obvious, but just for the sake of the record, would
14 you confirm that you are increasing the
15 impermeability -- or the permeability of the overall
16 site from where it stands today in the proposed
17 design?

18 MS. GORNELLI: Yes, the nature of the
19 improvements will increase pervious cover on the
20 site, so we will be bettering the stormwater
21 management on-site, as well as, by not allowing
22 vehicles on the majority of the site, it's going to
23 allow for cleaner stormwater runoff coming on the
24 site, because the vehicles, they -- when they mix
25 with the rainwater, they create, you know, more dirty

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1 rainwater.

2 MS. CLARK: Thank you.

3 And then, the only other question I had
4 for Don's team is just for clarity for the board.
5 Can you just confirm that the current design does
6 allow for community events, similar to what has been
7 done in the past here with the 4th of July event, and
8 other local festivals, can be accommodated in the
9 proposed configuration?

10 MR. PEPE: Yeah, so that was actually a
11 very significant concern for the administration, for
12 planning, and for us. The project has been designed
13 to accommodate a full-size stage, which has been used
14 with respect to the 4th of July celebrations year
15 over year; it's also designed to accommodate a
16 smaller stage up front, and several, several festival
17 tents, I think upwards of 40.

18 I don't know, Tom, if you have one of
19 those slides handy, just to show what the layout with
20 the stage would look like.

21 MR. CARMAN: I can, Don. As Don is
22 indicating, we did multiple layouts. This is one of
23 those layouts that shows a stage that is the smaller
24 stage. That's, like, 14-by-30. That would allow for
25 people to congregate within the plaza area. And

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1 then, we show -- this has about 22 tents, but we've
2 done multiple different scenarios where we had
3 upwards of 40 tents, and then a situation where maybe
4 the stage is placed in this location, as done for the
5 4th of July kind of event. So it's very --

6 MR. PEPE: And Tom --

7 MR. CARMAN: -- in nature.

8 MR. PEPE: Tom. We studied the trucks
9 movements that would be necessary to place those
10 items as well?

11 MR. CARMAN: Correct, that's another
12 thing that -- related to the retractable bollard
13 locations, just making sure that there was adequate
14 circulation to get these stages into these locations.
15 And we ran it for a smaller stage, which we're
16 showing here, as well as the larger stage.

17 CHAIRMAN LANGSTON: Thank you.

18 Mr. Carman, did you do the work on both
19 stages being there, or just singly, the large stage
20 or the small stage?

21 MR. CARMAN: We had the -- we have a
22 plan that actually shows a larger stage within this
23 location as well. So --

24 CHAIRMAN LANGSTON: That's good, but no,
25 my question is: Is there room for two stages, or are

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1 we just talking about either the small stage or the
2 large stage, not both?

3 MR. CARMAN: Yeah, so I think --

4 MR. PEPE: Well, I --

5 MR. CARMAN: -- if there was to be
6 another stage, I think the opportunity to do another
7 one set up on the Grundy Pier could be possible.

8 CHAIRMAN LANGSTON: Okay. Understood.

9 MR. PEPE: Chairman Langston, we're not
10 trying to dictate the festival setups, those would be
11 up to the people. But I think that we're showing the
12 smaller stage here, from the plan that I recall,
13 having seen with respect to the larger stage, which
14 is much further back, you could accommodate both. I
15 think, if you wanted to, you could probably
16 accommodate three stages.

17 CHAIRMAN LANGSTON: Okay. All right.
18 Excellent. Thank you.

19 All right. Mallory, anything else? Are
20 you satisfied? Mallory, still have you there?

21 MS. CLARK: Sorry, I'm talking to myself
22 over here. I think that's everything, I just wanted
23 to make sure the board had clarity on before we move
24 to public.

25 CHAIRMAN LANGSTON: Okay. Thank you.

<p style="text-align: right;">Page 29</p> <p>1 So before we open to public, I'll open 2 to the board one more time. Anybody else have any 3 questions, concerns, that haven't been addressed? 4 MR. ALAMPI: Chair, just before you open 5 it to the public, I want everybody to understand that 6 this is a Section 31 review. The reason it is a 7 Section 31 review is because that is the section 8 number under the MLUL in which this type of applicant 9 would appear before the board. And the board's role 10 is to provide a review, and that review is limited in 11 scope. 12 The reason I asked the question 13 regarding the master plan, obviously, this is what is 14 envisioned for this particular property. It is 15 supposed to be a pedestrian plaza. So this is what 16 the applicant is proposing. This is what their 17 vision after a lot of work seems to be. They've 18 discussed this in community meetings; they've 19 discussed this with the office of emergency 20 management, and various other engineering, planning, 21 and departments here in the city. So this is the 22 proposal, and I think that the applicant has more 23 than explained how they came to this proposal, as 24 opposed to just all green space and lawn. 25 So I, personally, am satisfied, as far</p>	<p style="text-align: right;">Page 30</p> <p>1 as how it rectifies -- or reconciles with our zoning 2 ordinances, and particularly with the master plan, 3 and the way the Vision Zero portion of the master 4 plan is achieved. 5 So with that, we can open it up to 6 public, but that's the role of the board here this 7 evening, and we can -- we can move to public comment. 8 CHAIRMAN LANGSTON: All right. Thanks, 9 Counsel. 10 And, Mr. Carman, can you please stop 11 your screen share? 12 MR. CARMAN: I can. 13 CHAIRMAN LANGSTON: Thank you, sir. 14 All right. So, at this time, let's open 15 it up for public comment. If anybody's here from the 16 public and you'd like to comment on this application, 17 I see a number of hands raised already, if you could, 18 please raise your hand; if you are calling in and 19 you'd like to comment, please press star 9 to raise 20 your hand. 21 MR. BLACK: Okay. Promoted Margaret 22 McGrath. 23 M A R G A R E T M c G R A T H, having 24 been duly sworn, testified as follows: 25 MS. McGRATH: M-A-R-G-A-R-E-T,</p>
<p style="text-align: right;">Page 31</p> <p>1 M-c-G-R-A-T-H. 2 CHAIRMAN LANGSTON: Ms. McGrath, good 3 evening. We have three minutes for you. 4 MS. McGRATH: Okay. I'm opposed of the 5 7 feet high obstruction around Katyn Monument and 6 plantings, especially I'm talking about 7 feet high 7 -- this so-called -- you know, the wall. This 8 obstruction is not only insult to the monument, but 9 for the people who, in 2018, including myself and my 10 hub, for whole nine months, we fought for this 11 monument to sustain in this place. And we -- I 12 believe this is -- creating this so-called wall would 13 not allow us to have meetings or celebrations and 14 memorials. 15 This is my concern. 16 CHAIRMAN LANGSTON: Okay. Thank you, 17 Ms. McGrath. 18 MS. McGRATH: Thank you. 19 MR. BLACK: Promoting Richard Branca. 20 CHAIRMAN LANGSTON: All right. Thank 21 you. 22 R I C H A R D B R A N C A, having been 23 duly sworn, testified as follows: 24 MR. BRANCA: Richard Branca, 25 B-R-A-N-C-A.</p>	<p style="text-align: right;">Page 32</p> <p>1 CHAIRMAN LANGSTON: Mr. Branca, good 2 evening. We have three minutes for you. 3 MR. BRANCA: Okay. Very quickly, then, 4 I'll get to the point. I am involved with the 5 Concord Hospitality, I'm the hotel manager, and I am 6 also involved as an investor. And we have two 7 issues. I've talked to Mr. Pepe about this, and 8 Mr. DeMarco. 9 One was we wanted to make sure that the 10 work is done in phases, so that we -- you know, 11 because this is our front entrance to our hotel, 12 which is a 256-room hotel, as you know, the Hyatt 13 House. So we want to make sure that is done in 14 phases, so we can figure out how to get our guests in 15 and out. 16 And the other one is I did talk to 17 Mr. Pepe about the entranceway that we -- if we park 18 parallel, we only have, like, one or two cars, maybe 19 two cars maximum, and we need more like six or seven. 20 So we wanted the slanted parking instead of the 21 parallel parking, and Mr. Pepe said he thought we 22 could do that, even though the plan doesn't show it. 23 CHAIRMAN LANGSTON: Okay. Anything 24 else? But we'll get those questions answered for 25 you. Anything else, sir?</p>

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1 MR. BRANCA: No, that was it, you know,
2 as far as the phased work and the slanted parking in
3 front. Other than that, I think we can work the
4 design.

5 CHAIRMAN LANGSTON: Okay. Thank you.
6 And, Mr. Pepe, anything you want to
7 address?

8 MR. PEPE: Yeah, so, Chairman Langston,
9 we are committed to phasing the project to maintain
10 access to the Hyatt Hotel. Obviously, it's a
11 critical issue. I can't say that there won't come a
12 period, for a very short period of time, where access
13 will have to be prohibited, so that we can lay the
14 paving areas in front, but we are developing -- we
15 have developed a phasing plan that will maximize
16 access and minimize any interruptions, and we're
17 committed to that.

18 With respect to parking, we have
19 competing desires here, actually, that came from city
20 engineering, which was to shrink the width of the
21 access roadway that's providing access to the Hyatt
22 House to 18 feet, to provide greater area for the
23 actual pedestrians. So, you know, we've given the
24 Hyatt its own dedicated drop-off area that can
25 potentially stage, I think, far more than two cars.

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1 But we've taken those things into consideration, and
2 weighed all of the competing requirements, and we
3 believe that the pedestrians take precedence.

4 CHAIRMAN LANGSTON: Okay. Thank you,
5 Counsel. And I agree, I think the master plan spells
6 that out.

7 Okay. If we could, let's move on with
8 public comment, please.

9 MR. BLACK: Promoted Gosia Porwit.

10 G O S I A P O R W I T, having been
11 duly sworn, testified as follows:

12 MS. PORWIT: My name is Gosia Porwit,
13 P-O-R-W-I-T, G-O-S-I-A.

14 CHAIRMAN LANGSTON: Ms. Porwit, good
15 evening. We have three minutes for you.

16 MS. PORWIT: Sure. Good evening,
17 Mr. Chairman and commissioners and everybody else. I
18 am retired surveyor and landscape architect from
19 Pennsylvania. And, also, I represent Polish-American
20 community.

21 I love the location of the Katyn
22 Monument as it is right now. It is properly exposed.
23 And, actually, picture of it on -- with the
24 background of New York City is just gorgeous and
25 represents wonderful, beautiful Jersey City.

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1 My concern is about the size of the
2 place for the Polish community, cultural
3 organization, to celebrate. And, actually, April
4 is -- today is the 82nd anniversary of that terrible
5 genocide.

6 So, again, I'm concerned about the size
7 of the place, to celebrate, and, also, I'm very
8 concerned about the site -- size of the trees. The
9 trees, they're shown on the plan, at least five huge
10 trees, and some smaller ones, additionally to the
11 berm and this very high bench. I believe this is too
12 much of an obstacle to show the monument the proper
13 way.

14 So that's my concern. Thank you very
15 much for the opportunity to raise my opinion.

16 CHAIRMAN LANGSTON: Thank you,
17 Ms. Porwit. We appreciate it.

18 MS. PORWIT: Thank you.

19 MR. BLACK: Promoting A Porwit.
20 (Whereupon, there is a brief pause in
21 the proceeding.)

22 MR. BLACK: Promoting Andrzej Burghardt.

23 A N D R Z E J B U R G H A R D T,

24 having been duly sworn, testified as follows:

25 MR. BURGHARDT: Andrzej Burghardt,

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1 that's spelled A-N-D-R-Z-E-J, last name
2 B-U-R-G-H-A-R-D-T.

3 CHAIRMAN LANGSTON: Mr. Burghardt, good
4 evening. We have three minutes for you.

5 MR. BURGHARDT: Good evening.

6 Ladies and gentlemen of the board, thank
7 you for taking your time to listen to this case
8 tonight. I am going to address the board with regard
9 to the -- from a perspective of Polish-American
10 community, for whom the Katyn Monument has very
11 important value.

12 By means of introduction, the Katyn
13 Monument was erected in Jersey City in early '90s,
14 1990s, to commemorate the genocide committed by the
15 Soviet communist regime against Polish people. In
16 the forest near Katyn, a village in Russia close to
17 the border of Belarus, about 14,000 Polish army
18 officers held by service as prisoners of war, in
19 addition to about 8,000 civilians, were murdered in
20 1940.

21 In 2001, a special plaque was added to
22 the monument, as it was designated also to
23 commemorate the tragedy of the 9/11 terrorist attack.

24 Then, in 2010, another plaque was added
25 to commemorate the explosive destruction of the

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1 airplane with the president of Poland on board over
2 Smolensk, in Russia, which, with growing certainty,
3 was carried out by the orders of the Russian
4 authorities, just like in Katyn in 1994.

5 The Katyn Monument stands in Jersey
6 City's Exchange Plaza as an ominous memento of the
7 horrors which Marxism, totalitarianism, and terrorism
8 bring on freedom, peace, and welfare of humanity.
9 It's our duty to let it stand there prominently, and
10 with due dignity, to remind us to act in such a way
11 that we and our future generations do not have to
12 suffer from these horrors again. The war in Ukraine
13 today signifies that humanity forgets these lessons
14 too quickly and easily.

15 Now, I will point out what,
16 particularly, is wrong with the design of -- the plan
17 of redevelopment of Exchange Plaza appears to be
18 constructed according to two main design
19 principals -- I mean, within the vicinity of the
20 monument -- to obscure the Katyn Monument from public
21 sight to the greatest extent possible; and B, to make
22 gatherings and ceremonies at the monument as
23 difficult as possible, by limiting space for
24 participants, as well as access from the front, in
25 addition to hiding these ceremonies from public view.

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1 Item two, the overall space around the
2 monument is way too small to allow the typical number
3 of ceremony participants, which was usually around
4 200. Where the other crowd can stand? Was there an
5 intent to split participants into several isolated
6 groups?

7 Number three, the oval is laid out in
8 such a way that the monument stands in the wrong spot
9 of it. The front of the monument's facing west,
10 towards the city, not towards the river; thus, such
11 design appears to be an intentional mockery of both
12 the monument and the celebration of the space. There
13 is only a very limited space, about 12 feet, left
14 between the front of the monument and high benches,
15 which block access to the front of the monument.

16 CHAIRMAN LANGSTON: Mr. Burghardt, I
17 apologize; that's your three minutes, sir.

18 MR. BURGHARDT: Well, thank you very
19 much for hearing me.

20 CHAIRMAN LANGSTON: Thank you. We
21 appreciate your time.

22 MR. BURGHARDT: Thank you.

23 MR. BLACK: Okay. I'm promoting
24 Ms. Porwit.

25 CHAIRMAN LANGSTON: Okay. Thanks, Cam.

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1 MR. PEPE: Once she comes on, I would
2 volunteer, Mr. -- Chairman Langston, that we've
3 incorporated into our plans that we are going to hire
4 a conservationist to clean, restore, repair the Katyn
5 Monument. It is absolutely going to be protected
6 during the construction process. We revere the
7 statue as well.

8 CHAIRMAN LANGSTON: Okay. Thank you.
9 And -- okay. We do have Mr. Porwit.

10 MS. PORWIT: Yes, he's at my computer.

11 A N D R Z E J P O R W I T, having been
12 duly sworn, testified as follows:

13 MR. PORWIT: Andrzej Porwit,
14 A-N-D-R-Z-E-J, P-O-R-W-I-T.

15 CHAIRMAN LANGSTON: Mr. Porwit, good
16 evening. We have three minutes for you.

17 MR. PORWIT: Okay. Great.

18 I am a retired professional engineer in
19 many states of east coast of the United States, and
20 with experience, construction experience, not only in
21 the United States, but in Germany and Poland.

22 My major concern about this design now,
23 it's a trap for human being in case of panic. People
24 may end up in this big berm, behind the berm, and
25 nobody will be able to let them out. This huge

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1 mistake, mental mistake in this design, it has to be
2 open, because people have to have ability to flood
3 around the monument. There's a lot of ceremonies,
4 Poles like to have meetings, and God forbid some
5 terrorist attack or whatever, we may end up with
6 thousands of dead people. So I would really
7 recommend removing this berm, removing this wall, and
8 leave the plaza open as it is.

9 There's something else. There's
10 thousands of Hyatt hotels in the world. This one in
11 Jersey City is peculiar, because it has this monument
12 in front of the building. So everybody will know,
13 okay, this is Jersey City, because Hyatt Hotel is
14 over there. So don't cover it. Don't create traps
15 for humans.

16 Thank you very much.

17 CHAIRMAN LANGSTON: All right. Thank
18 you, Mr. Porwit, we appreciate your time.

19 MR. BLACK: Promoted Val.

20 V A L E R I Y V E R K H O V S K I Y,
21 having been duly sworn, testified as follows:

22 MR. VERKHOVSKIY: Valeriy Verkhovskiy,
23 V-A-L-E-R-I-Y, last name V-E-R-K-H-O-V-S-K-I-Y.

24 CHAIRMAN LANGSTON: Mr. Verkhovskiy,
25 good evening. We have three minutes for you, sir.

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1 MR. VERKHOVSKIY: Good evening,
2 Chairman, and members of the board. I have great
3 concerns with this project. As an attendee of the
4 4th of July -- well, pre-COVID 4th July events, and
5 other events that happened at the plaza, my biggest
6 concern -- now, renovations, obviously, is a great
7 thing, and the thought here is really -- you know,
8 I -- I like the thought, I like the materials that
9 are being used, and the bollards are a good thing,
10 and all that.

11 My biggest concern is it shrinks the
12 area. And I anticipate there'll probably be more
13 attendees in the future than last events. Prior
14 events, there was no space to move, and to shrink
15 this area further, I think, creates hazards. It's
16 going to create a dangerous environment. I do highly
17 think that this area needs to be open. It needs to
18 be completely open, not cut off like it is in this
19 design.

20 But, overall, I think the look of it is
21 good. The 3-D images were, you know, pretty cool.
22 But that's my biggest concern, safety. The shrinking
23 of the area, is -- you know, I don't think that's a
24 good idea, it needs to expand versus, you know,
25 shrinking it.

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1 would be the place to celebrate and to teach history,
2 history of what has happened -- what has happened in
3 the past and what is happening right now.

4 So that's why, if you could consider
5 opening up this place a little bit, lowering the
6 benches to make the place more visible, and, of
7 course, more spacious, not only limited to 70 people.

8 Thank you so much.

9 CHAIRMAN LANGSTON: All right. Thank
10 you, sir. We appreciate it.

11 MR. BLACK: Promoting Krystyna
12 Piorkowska.

13 KRYSZYNA PIORKOWSKA,
14 having been duly sworn, testified as follows:

15 MS. PIORKOWSKA: Krystyna,
16 K-R-Y-S-T-Y-N-A, Piorkowska, P-I-O-R-K-O-W-S-K-A.

17 CHAIRMAN LANGSTON: Good evening, ma'am.
18 We have three minutes for you.

19 MS. PIORKOWSKA: Aside from not agreeing
20 with the fact that there were open meetings with the
21 community and so on, which I think needs to be part
22 of the record, and that questions were not answered,
23 I think what is of significant importance is that
24 Mr. Carman has only presented his renderings. You
25 have not seen the engineering drawings to which

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1 Thank you so much.

2 CHAIRMAN LANGSTON: All right. Thanks,
3 Val. As always, we appreciate you.

4 MR. VERKHOVSKIY: Thank you.

5 MR. BLACK: Promoting Marek Skulimowski.

6 MAREK SKULIMOWSKI,
7 having been duly sworn, testified as follows:

8 MR. SKULIMOWSKI: M-A-R-E-K,
9 S-K-U-L-I-M-O-W-S-K-I. I'm the president of the
10 Kosciuszko Foundation.

11 So I do share the same concerns --

12 CHAIRMAN LANGSTON: Good evening, sir.
13 We have three minutes for you.

14 MR. SKULIMOWSKI: Excuse me?

15 CHAIRMAN LANGSTON: We have three
16 minutes for you, sir.

17 MR. SKULIMOWSKI: So I do share the same
18 concerns of my predecessor. So the excessive height
19 of the benches, I think it should be an open area
20 with some benches around, of course.

21 You have to understand that this
22 monument's getting new relevance with the Russian
23 invasion in Ukraine, so you will have more gatherings
24 over there. It's simply Russia hasn't changed for 82
25 years, since the Katyn happened, and I think that

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1 everyone has been referring to, and, therefore, you
2 cannot understand what the references are to.

3 The bench that is going to be located
4 around the memorial is 5 and a half feet wide --
5 high, excuse me. The back of it is 5 and a half feet
6 high. There was one rendering, number 5, which
7 showed the height of a person walking past, and they
8 were concealed by the bench.

9 You should ask for the engineering
10 drawings, which will then also show that this is a
11 berm behind the bench, on which will be growing
12 shrubs and plants, for a total height of 7 feet.
13 This will totally conceal the base of the memorial.

14 If there was to be something, greenery,
15 around the memorial, which certainly would not have
16 been opposed by Mr. Pitynski, the sculptor, it should
17 be an open access; i.e., quarter circles on the north
18 and on the south sides of the memorial. That would
19 give greenery; it would allow for free passage, both
20 of attendees who wish to be present at observances at
21 the memorial, as well as people who are attending any
22 events on the plaza. With respect to any safety
23 issues, it would also allow for open passage of
24 individuals who are on the plaza.

25 Finally, any self-serving statement made

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1 by Mr. Pepe that the memorial will be undergoing
2 conservation, that is part of the requirements and
3 the duties of the Exchange Place SID, so I don't see
4 why he is referring to it.

5 However, they will be chopping away an
6 apron, which, until now, there has not been an art
7 conservation specialist engaged by the Exchange Place
8 Alliance, despite many requests, to analyze whether
9 the apron at the very base is required to stabilize
10 the memorial. You may have a situation that the
11 memorial will collapse once that base is removed.
12 I'm not saying it will; I'm saying it may. There
13 should be a qualified conservator, sculptural
14 conservator, hired. Matthew Reilly, who used to work
15 for the New York City Central Park Conservancy, was a
16 student of Mr. Pitynski. I would encourage that the
17 planning board require that he be brought in to study
18 the situation with that apron.

19 CHAIRMAN LANGSTON: Okay. Thank you,
20 ma'am. That was your three minutes.

21 MS. PIORKOWSKA: And I finished.

22 CHAIRMAN LANGSTON: Thank you. We
23 appreciate your time.

24 MR. BLACK: Promoting Jeanne Daly.
25

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1 JEANNE DALY, having been duly
2 sworn, testified as follows:

3 MS. DALY: Can you hear me?

4 CHAIRMAN LANGSTON: We can. Can you
5 start your video again for us?

6 MS. DALY: Yes, let me do that. One
7 moment.

8 CHAIRMAN LANGSTON: And let's let the
9 record show that Ms. Daly has been sworn in and is
10 still under oath tonight.

11 MS. DALY: Very good.

12 CHAIRMAN LANGSTON: Thank you.

13 MS. DALY: I really wish we had more
14 than three minutes, because I think this plan
15 deserves more than three-minute comment period.

16 I know this is a Section 31 review, but
17 I must state that I beg to differ with Mr. Pepe.
18 Mr. Pepe has stated that they had five public
19 meetings that were partially dedicated to this plan.
20 As someone who's attended every single Exchange Place
21 Alliance meeting, except for the ones where they
22 prohibited me for attending, you were never able to,
23 A, make a comment, or if you were allowed a comment,
24 you had two minutes to make a statement which was
25 never replied to. That's it. This was never brought

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1 to the community, which is an embarrassment,
2 especially when we're talking about the Jersey City
3 Master Plan. It's about community. There has been
4 no input whatsoever.

5 Now, as Mr. Pepe said, they must defer
6 to the pedestrians. Well, why do we have a corporate
7 roadway going down to the 15 Exchange Place? It's
8 supposed to be for pedestrians. 15 Exchange Place
9 has access via York Street. We need to preserve our
10 public plaza for this -- for us, for everyone in
11 Jersey City, not for these private corporate
12 interests. I do know the Hyatt House Hotel does have
13 a franchise, the only franchise holder in that area,
14 and their franchise is only half the size of the
15 entrance that DeMarco has put together.

16 Now, again, this was supposed to go out
17 for public bidding. Under New Jersey local public
18 contracts law, this had to go out to public bidding,
19 and it wasn't; it was awarded to Mr. DeMarco's
20 friends that he hired when he was at Mack-Cali.

21 Additionally, we also have what's called
22 a New Jersey Public Trust Doctrine. What this means
23 is visual -- perpendicular, visual site access must
24 be maintained and preserved. This is the public
25 trust doctrine. This means, as you head down

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1 Montgomery, that open wide space that you see with
2 the skyline behind it, the New York City skyline and
3 Hudson River, that must be preserved. It cannot be
4 unreasonably obstructed. And that's exactly what
5 this surround that is on the plan is going to do,
6 obstruct nearly two-thirds of the visual view of the
7 Hudson.

8 This is not what Jersey City needs. We
9 need access to all our wonderful spaces. We need to
10 have access to the views of the waterfront. We need
11 to have our events right there, with the backdrop of
12 the waterfront; not some kind of berm/plantings that
13 rise 7 feet high.

14 I don't understand how this happened --
15 well, actually, I do understand how it happened, and
16 it really is an insult. This is not the way Jersey
17 City needs to address things regarding its master
18 plan. It needs and requires community input; none
19 was had. And I can prove that, if Mr. Pepe wants,
20 because I videotaped all your meetings.

21 CHAIRMAN LANGSTON: All right.

22 MS. DALY: So that's my statement. I
23 request that this be -- I know you only -- it's a
24 Section 31 review, and I apologize for that. Thank
25 you for your time.

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1 CHAIRMAN LANGSTON: Thank you, we
2 appreciate it.
3 MR. BLACK: Promoted TJ.
4 THOMAS KAZALSKI, having
5 been duly sworn, testified as follows:
6 MR. KAZALSKI: Thomas Kazalski,
7 K-A-Z-A-L-S-K-I. I am a member of the
8 Polish-American Heritage League.
9 And I have -- I take great interest,
10 I've gone to many of the Katyn celebrations. I think
11 Mr. Carman has done a great job of creating very
12 intimate setting for the statue, but that's the exact
13 opposite of what people need. They need to be able
14 to see the statue, the greenery, the trees, the
15 chairs, they're all nice, but they're too high, they
16 block access to the statue. I agree, there are
17 safety concerns. I -- one of the previous speakers
18 said, hey, how about something on the north and the
19 south side with some seats, but we don't need them 7
20 feet tall. Something that's more reasonable, so you
21 can see the statue, so people have access to the west
22 side of the statue and the river side of the statue,
23 the east side. That would be a much more practical
24 to -- you know, as a member of the Polish community,
25 to us, when we come to the Katyn celebration several

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1 times a year. And I personally stop there probably a
2 dozen times a year. If I happen to be on the path
3 line for Exchange Place, I pay the double fare, get
4 off, walk up to the Katyn statue, and back down
5 again, after I've spent a few moments there, for the
6 22,000 who were killed.
7 That's my statement.
8 CHAIRMAN LANGSTON: Okay. Thank you,
9 sir. We appreciate it.
10 MR. BLACK: Promoting Irena.
11 IRENA GUILLON, having been
12 duly sworn, testified as follows:
13 MS. GUILLON: Irena Guillom, I-R-E-N-A,
14 G-U-I-L-L-O-M.
15 CHAIRMAN LANGSTON: Good evening, ma'am.
16 We have three minutes for you.
17 MS. GUILLON: Okay. I think that a lot
18 of it has already been stated, but I'd like to state
19 that the Katyn Monument is very important to all
20 Polish-Americans, as well as many Jersey City
21 residents. It reminds us of horrible genocide
22 committed by the Russians in World War II. Thousands
23 of Polish officers were brutally murdered, with hands
24 tied behind their back and a bullet placed in the
25 back of their head.

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1 My parents, and many of our relatives
2 and friends, participated in raising money in order
3 to construct a monument. When built, the monument
4 was placed on the plaza, which, at the time, was not
5 of any significance to the local politicians and
6 businessmen. This is not the case today. The design
7 of the Katyn Monument shows that the intention is to
8 obscure the monument from the project site to the
9 greatest extent possible, and to make gatherings and
10 ceremonies at the monument as difficult as possible.
11 What you have shown what the -- I don't
12 remember the person's name -- is the renderings.
13 It's pictures. You have not shown plans, you have
14 not shown any measurements, and it's very, very
15 deceitful.
16 Anyway, sorry, Mr. Pitynski, a world
17 renowned sculptor who created the monument, did wish
18 for greenery around the monument, and Jersey City
19 residents, as well as the Polish-Americans,
20 wholeheartedly support landscaping on the plaza.
21 Please remember that Master Pitynski created Katyn
22 Monument also in Baltimore and Boston, for example.
23 The residents of these cities are very proud to have
24 Master Pitynski's work there.
25 It does not seem to be the case with the

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1 Jersey City. The design of this Exchange Place Plaza
2 around the Katyn Monument shows an over 7 feet
3 extraction at the west side of the plaza, which is
4 also the front of the monument. There's absolutely
5 no reason to construct a bench that is over 5 feet
6 tall. The bench is not -- is so close to the
7 monument that people sitting there will have -- will
8 have to strain their necks upwards in order to look
9 at the monument.

10 People at the gatherings and festivals
11 will no longer face the water and the beautiful New
12 York City skyline. The area around the monument is
13 too small for gatherings and festivals that draw more
14 than 200 people. There's absolutely no reason to
15 impose such draconian limitations.

16 Dear Planning Board Commissioners: I am
17 asking you to reject the current plan for the
18 redesign of the current plaza, and to let the Katyn
19 Monument stand there in a dignified way.

20 Thank you so much.

21 CHAIRMAN LANGSTON: Okay. Thank you,
22 ma'am. We appreciate your time.

23 MR. BLACK: Promoting Kristen.
24
25

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1 KRISTEN ZADROGA-HART,
2 having been duly sworn, testified as follows:

3 MS. ZADROGA-HART: Kristen
4 K-R-I-S-T-E-N, Zadroga-Hart, Z-A-D-R-O-G-A, dash,
5 H-A-R-T.

6 CHAIRMAN LANGSTON: Ms. Zadroga-Hart,
7 good evening. We have three minutes for you.

8 MS. ZADROGA-HART: Hi. Thank you so
9 much.

10 I want to reiterate what everyone else
11 has said, because, basically stated, I think everyone
12 whose spoken so far are among the people who fought
13 so hard to keep the monument where it is.

14 While I appreciate the upgrades to the
15 pedestrian plaza, I just have a few questions as
16 well:

17 If it's truly a pedestrian plaza, why is
18 there a private driveway, basically, for the hotel
19 there? There's access on York Street to everything
20 that needs to be accessed. If those -- if the
21 walkway -- the driveway, I'm sorry, could be removed,
22 there'd be more space for festivals and people could
23 still access from the York Street side vehicular,
24 people could walk in as they please.

25 I'd like to note, it's about -- I mean,

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1 I'm sure you can't go to the exact number, but how
2 many people could attend festivals with this layout,
3 compared to how the layouts were previously? I know
4 I attended a few of the meetings that were stated as
5 public meetings. They were not public meetings where
6 there was give-and-take. You basically could give a
7 question or a comment, and there was no exchange,
8 nothing -- you didn't get anything back. If they
9 didn't like your question, it was just ignored and
10 moved on.

11 There was something stated in one of the
12 meetings that, if there was a festival, you could
13 have setup on the tables that were towards the front
14 of the plaza, which are, if you looked at the
15 pictures, they were basically two-seater cafe tables.
16 I don't know what kind of festival could set up ott
17 three or four two-seater tables.

18 And, finally, obvious is the benches
19 around the statue. I think everyone has complained
20 about that, questioned it. When you come back to the
21 start of the whole battle to keep the statue where it
22 was, it was because the statue was called, I believe,
23 gruesome. So this just goes back to the fact that it
24 seems as if you're trying to come back and hide the
25 statue, obscure it. And why can't those benches be

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1 lowered, or just greenery, or as people have
2 suggested, no one's against having shrubs, or a place
3 to observe and reflect, but why do the benches have
4 to be so high, and why do they have to be placed
5 where you can only enter from the back of the statue?
6 I think that's kind of -- not kind of, very
7 disrespectful to Master Pitynski, and what he wanted
8 and wished for the Polish-American people as it -- or
9 just people in general in a democratic society, we
10 should be able to enjoy the statue, reflect there,
11 and it shouldn't be obscured, it should be part of
12 festivals, not hidden away from them.

13 So I know this is just not for you to
14 approve or vote down, but I would hope that you could
15 offer some of those suggestions that we come back and
16 see the exact numbers, because the pictures don't
17 really show -- computer renderings don't -- I didn't
18 see any measurements tonight, or anything exact, but
19 things that we've seen in the past show that the
20 statue will be obscured as it is. So I hope you can
21 make those suggestions, and make it so that we don't
22 hide the statue.

23 Thank you.

24 CHAIRMAN LANGSTON: Okay. Thank you.
25 Appreciate it.

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1 MR. BLACK: Promoted Suzanne.
2 SUZANNE MAZURCZYK,
3 having been duly sworn, testified as follows:

4 MS. MAZURCZYK: Suzanne Mazurczyk,
5 S-U-Z-A-N-N-E, Mazurczyk, M-A-Z-U-R-C-Z-Y-K.

6 CHAIRMAN LANGSTON: Good evening, ma'am.
7 We have three minutes for you.

8 MS. MAZURCZYK: Thank you. I just want
9 to grab my notes real quick, sorry.

10 I am the current treasurer for the
11 Committee for the Conservation of the Katyn Monument
12 and Historic Objects. Our organization helped lead
13 the fight, along with many others here, to protect
14 the statue in 2018, and have continued to engage in
15 conversation with the town. Representatives from our
16 organization have met with Elizabeth Kean and her
17 assistant, Martin, about the process for the
18 renovation.

19 And we do, like others, appreciate the
20 renovation concept to add greenery and make it a
21 cleaner and more accessible space for all of the
22 public; however, the -- earlier, after those
23 conversations, and meeting and reviewing plans, we
24 expected there to be more greenery, and the lawn --
25 we approved of many of those improvements; however,

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1 these latest renditions seemed to show the area more
2 closed in, as others have indicated. And for the
3 large gatherings that we have, we understand that
4 other groups are meeting, but I think that more
5 expansive, less-confined area would allow more
6 flexibility.

7 During 2018, when we collected
8 approximately 6,000 signatures of supporters, also
9 not -- from outside of the Polish community, we met
10 some interesting people. I met an Indian woman who
11 actually had her wedding photographs taken at the
12 statue. So although some may find the statue
13 gruesome, and not appealing -- and I can understand
14 people saying -- a concern the hotel has about who
15 might come to say, what they will be looking at, but
16 I've even done Google searches, and to my curiosity,
17 found that the statue has -- I believe, now,
18 considered one of the top destination sites for
19 Jersey City.

20 So I don't think people come to Jersey
21 City for a Walt Disney effect. I think it's a
22 multicultural mecca, it's well respected across the
23 nation, and I think people -- I see people taking
24 photographs there all the time.

25 And I also -- I appreciate the concerns

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1 others voiced about the stability of the statue, and
2 the apron, should it be removed, in cleaning up and
3 renovating the area.

4 And I also have a great concern about
5 the return of food trucks nearby, which were not
6 indicated on earlier plans. I note, from previous
7 visits, the fans that these trucks blow, blow the fat
8 from greasy food that they fry -- not to disparage
9 their food, but in this location, with the winds
10 blowing, it tarnishes the grounds -- any kind of --
11 well, the greenery would absorb it better than the
12 cobblestones and so forth, and, certainly, the
13 granite statue, it just adheres to that.

14 So a drop-off spot by the hotel would be
15 something I'd be open to, but I agree with others, if
16 they can be accommodated from the York Street side --
17 I think visitors at the Hyatt coming would welcome a
18 pedestrian friendly area that they could walk around,
19 and not be running away from the smells and sounds of
20 trucks nearby --

21 CHAIRMAN LANGSTON: That's your three
22 minutes, ma'am. I apologize.

23 MS. MAZURCZYK: Thank you.

24 CHAIRMAN LANGSTON: Thanks, we
25 appreciate your comments.

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1 And shout out to the El Chilango Taco
2 Truck. That's my buddy Mike down there all the time.
3 Great truck.

4 MR. BLACK: Promoting Alicja.
5 Okay. Alicja declined to be promoted.
6 Promoting Marius Bielski (ph).

7 THE REPORTER: Marius, if you're
8 driving, we can't be taking testimony from you.

9 MR. BIELSKI: Okay.

10 CHAIRMAN LANGSTON: Sir, we can't take
11 -- thank you.

12 Okay. I see Alicja's hand raised, Cam.
13 Can you give it one more shot there?

14 MR. BLACK: Okay. She's promoted.

15 CHAIRMAN LANGSTON: Okay. Thank you.

16 A L I C J A J A C H N A, having been
17 duly sworn, testified as follows:

18 MS. JACHNA: A-L-I-C-J-A, J-A-C-H-N-A.

19 CHAIRMAN LANGSTON: Good evening, ma'am.
20 We have three minutes for you.

21 MS. JACHNA: Good evening.

22 I basically agree with every statement
23 which was brought up by commentators. I'm a
24 mechanical engineer with a license in New Jersey. I
25 am very concerned about safety, about open space,

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1 about the benches, high benches around the monument.
2 It's meant to be open. It's meant to be viewed.

3 Some do call it gruesome. The crime was
4 gruesome, not the monument. Monument is just showing
5 what happened -- three times. And we cannot have a
6 [inaudible] that. So thank you.

7 And, also, all the concerns by Ms. Daly
8 should be really examined, and we should address
9 them.

10 Thank you.

11 CHAIRMAN LANGSTON: Okay. Thank you,
12 ma'am. We appreciate your time.

13 All right. Anybody else, if you'd like
14 to comment, please raise your hand; if you're calling
15 in and you'd like to comment, you can press star 9,
16 please.

17 MR. BLACK: Promoting Edward.

18 E D W A R D J E S M A N, having been
19 duly sworn, testified as follows:

20 MR. JESMAN: Edward Jesman, E-D-W-A-R-D,
21 last name J-E-S-M-A-N.

22 CHAIRMAN LANGSTON: Mr. Jesman, good
23 evening. We have three minutes for you.

24 MR. JESMAN: No, I will be short.

25 This whole thing started with an effort

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1 to remove the monument, and, later, progressed to an
 2 effort to relocate the monument, and right now, we
 3 have an effort to obstruct the view of it. I am an
 4 active participant in the Polish-American community,
 5 I preside over two organizations, and I think that
 6 the community is something more than just commercial
 7 interests; it's about values and a sense of history.
 8 Please preserve this monument the way it is, and
 9 please don't obstruct the view of it.

10 Thank you very much.

11 CHAIRMAN LANGSTON: Okay. Thank you,
 12 sir. We appreciate it.

13 All right. Anybody else, if you'd like
 14 to comment, please raise your hand. Once again, if
 15 you're calling in, you can press star 9 to raise your
 16 hand.

17 MR. BLACK: Promoted Susan.

18 VICTORIA ANELIEWSKI,
 19 having been duly sworn, testified as follows:

20 MS. ANELIEWSKI: Victoria is easy enough
 21 for anybody to spell, and A-N-E-L-I-E-W-S-K-I is the
 22 last name. And I was here --

23 CHAIRMAN LANGSTON: Ma'am, we have three
 24 minutes for you.

25 MS. ANELIEWSKI: Thank you for taking

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1 me.

2 I was here with the groups when we first
 3 were getting signatures from people all over Jersey
 4 City, until midnight, getting them, and then staying
 5 in with the town at the meetings, to make sure that
 6 everything was the way it should be. And the way it
 7 is today is beautiful. And as my daughter said
 8 before, someone mentioned that they had their wedding
 9 picture before that.

10 But we had the councilman who was here,
 11 the late Mr. Hewn (ph), who said to me, he said,
 12 well, it was for what Poland is for, and that's what
 13 we are now -- for my country, he said it's my people.
 14 And I figured, if he liked it that way, where should
 15 we, kind of, say he's wrong, and put all these things
 16 in front of the building. So it's an obvious effort
 17 to try to wipe it out altogether. But the Polish
 18 people are not to be wiped out. So just keep
 19 remembering that. Amen.

20 Like the Ukrainians, yes, they should
 21 not be wiped out.

22 Thank you for --

23 CHAIRMAN LANGSTON: All right. Thank
 24 you, ma'am.

25 All right. Anybody else, if you'd like

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1 to comment, please raise your hand. Once again, if
 2 you're calling in, you can press star 9 to raise your
 3 hand.

4 VICE CHAIRMAN GONZALEZ: Mr. Chair, I
 5 see no more public. I move to close the public.

6 COMMISSIONER HORTON: Second it.

7 CHAIRMAN LANGSTON: Okay. We have a
 8 motion and a second.

9 (Whereupon, a voice vote is taken; a
 10 chorus of "ayes" heard.)

11 CHAIRMAN LANGSTON: Public is closed.

12 Before we bring Mallory up, Mr. Pepe, do
 13 you have an idea on the capacity in the current
 14 design?

15 MR. PEPE: I don't want to be
 16 misleading. I've heard the number 200-plus thrown
 17 around. I mean, it's not a small area, if you've
 18 ever been to the Vietnam War Memorial in Holmdel, New
 19 Jersey, the Vietnam War Memorial, it's actually a
 20 larger space than that.

21 But, Tom, did we do a body count, as to
 22 how many people could fit in that semicircle area?

23 MR. CARMAN: We did not do an actual,
 24 you know, person count for the area, no.

25 CHAIRMAN LANGSTON: Okay. Thank you,

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1 guys.

2 VICE CHAIRMAN GONZALEZ: Mr. Chair, I
 3 have one -- can I just ask a real quick question?

4 CHAIRMAN LANGSTON: Absolutely.

5 VICE CHAIRMAN GONZALEZ: I know I
 6 heard -- it was kind of a lot of people were saying
 7 that, you know, the community involvement. I just
 8 want to, for the record -- how many times did you
 9 meet with them? You might have said this before, and
 10 I'm sorry if I missed that.

11 MR. PEPE: So we discussed the plans for
 12 the park on no less than five of our Exchange Place
 13 meetings, which were Open Public Meetings Act
 14 meetings that were published in the newspaper, and
 15 the plans were always provided on our site. We had
 16 one global community meeting that was published in
 17 the newspaper specifically to address the plans, and
 18 notice was sent to people within 200 feet.

19 VICE CHAIRMAN GONZALEZ: Okay. Thank
 20 you very much for that.

21 CHAIRMAN LANGSTON: All right. Thank
 22 you, Counsel.

23 All right. Mallory, do you want to wrap
 24 up for us -- unless, Mike, do you want to take a
 25 break real quick?

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1 THE REPORTER: A ten-minute break?
 2 Sure.
 3 CHAIRMAN LANGSTON: Yeah, I know, we're
 4 almost an hour late for it. It's 8:20 now; let's
 5 come back at 8:30, please, everybody.
 6 (Whereupon, there is a brief pause in
 7 the proceeding.)
 8 CHAIRMAN LANGSTON: All right. So,
 9 Mallory, we're up to you.
 10 MS. CLARK: Yes. So I would offer,
 11 given the public comment tonight, that the Alliance
 12 could consider just adding, you know, a break in the
 13 planter and seat wall at the front of the statue, to
 14 allow, kind of, more open, throughway access. It's,
 15 you know, a design change I would offer them to
 16 consider moving forward.
 17 Other than that, I would say this is
 18 consistent with the goals of the master plan, and the
 19 Open Space Element, and the larger OurJC vision. You
 20 know, they're not changing the inherent use of the
 21 site from what it is today, which is a public plaza;
 22 this is more of just a design and aesthetic upgrade
 23 from the current conditions.
 24 I would say that the traffic safety
 25 measures that they've coordinated with the office of

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1 engineering do improve pedestrian safety and are
 2 consistent with the Vision Zero goals of the city.
 3 They've been in an iterative process with the
 4 engineering office and other emergency response teams
 5 throughout the city, to ensure that, you know,
 6 everything can operate safely while prioritizing the
 7 pedestrian experience in the plaza.
 8 Other than that, I think, you know, if
 9 the board has any questions for me regarding, you
 10 know, the master plan and other matters, you know, I
 11 think that we've covered most things in design.
 12 I do just want to offer, and I'm sure
 13 the board has all seen the technical plans, as well
 14 as the civil engineering set and the landscape
 15 technical drawings have been available on the data
 16 portal since the distribution deadline, so I'm sure
 17 you all had time to review those as well.
 18 CHAIRMAN LANGSTON: Yes, we did.
 19 I mean, the only thing I'd like to say
 20 is I -- I do agree with the idea of rehabbing the
 21 pedestrian plaza. I don't know why we need to put
 22 5-foot-tall benches on a berm around the statue
 23 that -- a statue that obviously means a lot to a lot
 24 of people. It's a Jersey City landmark. It's -- you
 25 know, I love that statue. I respect everything it

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1 represents, and I -- I don't -- I don't see a world
 2 where I can support the current design around that
 3 statue.
 4 Do I think we should have flowers
 5 planted around it? Sure. Do I think we should have
 6 benches around it? Yes. But I also agree with the
 7 safety concerns. I don't think that's the proper
 8 design. So, you know, I would like to see some
 9 softening of the design, lower the benches, make the
 10 statue more visible. You know, one of the members
 11 from the public commented about sitting that close to
 12 the statue. How do you see that? It's like sitting
 13 in the front row of a movie theater. It's crazy.
 14 So, yeah, I just -- I can't support a
 15 design that obstructs the view of that statue. I
 16 don't think this design adds to the beauty of the
 17 statue; I think it takes away from it, if anything.
 18 But, you know, anybody else, if you want
 19 to comment before we make the motion --
 20 COMMISSIONER GANGADIN: Chair, I totally
 21 agree with you on that. The statue signifies what
 22 Jersey City's always about as well.
 23 CHAIRMAN LANGSTON: Agreed.
 24 COMMISSIONER GANGADIN: And those
 25 benches are not needed there. That height of the

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1 bench, and to be so close to that statue, I think
 2 it's such a total disrespect.
 3 CHAIRMAN LANGSTON: Yeah.
 4 COMMISSIONER GANGADIN: And I truly
 5 can't support that design myself, looking at it and
 6 analyzing it as well, I truly can't.
 7 CHAIRMAN LANGSTON: Okay.
 8 COMMISSIONER HORTON: Chair, I would
 9 just add that I agree that I think the vegetation
 10 and, you know, the plantings around there, you know,
 11 add to the environment there, but I think it should
 12 be more to accent and highlight the statue, not in
 13 any way impede it or, you know, block the view of New
 14 York, or block the view of the statue, or anything
 15 around that area. I think it should be open and
 16 enjoyable for everyone, and be able to serve
 17 everyone, for whatever reason they go down there. So
 18 I agree.
 19 CHAIRMAN LANGSTON: Agree.
 20 VICE CHAIRMAN GONZALEZ: Mr. Chair, I'll
 21 reserve my comments for when we vote, but I think, at
 22 this point, I'd like to -- having heard everything,
 23 I'd like to make a motion to not accept and not
 24 recommend the current presentation of the review and
 25 discussion of public plaza design for updates to the

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1 Exchange Place Pedestrian Plaza at Hudson Street and
2 Montgomery Street, wrapping north to Christopher
3 Columbus Drive, and perhaps having them, you know, go
4 back to the drawing board, as it pertains vis-à-vis
5 to the actual statue and the surrounding -- and the
6 proximity of the statue.

7 So my motion is to not accept and not
8 recommend, as it is presented today, this
9 presentation.

10 COMMISSIONER GANGADIN: Second.

11 CHAIRMAN LANGSTON: Okay. So we have a
12 motion and a second to not accept.

13 MS. CLARK: Correct. So that means an
14 aye vote is to not recommend the plans as provided.

15 CHAIRMAN LANGSTON: Yes.

16 MS. CLARK: Commissioner Torres?

17 COMMISSIONER TORRES: You know, what the
18 other commissioners said, what the chairman said, and
19 that's with respect to the presentation, that part of
20 the waterfront, it's not there for just the statue.
21 As one speaker said, it's not -- we don't -- the
22 area's not revolved around the monument, but the
23 monument is there, it has a significance and a
24 history in Jersey City, which is what we are all
25 about, and like one person brought up, and that

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1 really struck me, was when I come down Montgomery,
2 when I come down that street, that view of New York,
3 the view of the water, that's being obstructed. That
4 is unacceptable. It's not something that should be
5 checked out.

6 I hope, if they go back to the
7 community, that the next time we don't hear something
8 like the community had no input; questions, you know,
9 were written down. That's not a community meeting.
10 That's not what this board stands for. We want

11 community meetings to be an interactive basis, ask
12 questions, have input, feel like you had some input.

13 And with that, I'm going to vote yes
14 that we all strike this one down.

15 MS. CLARK: Commissioner Horton?

16 COMMISSIONER HORTON: I believe my
17 previous comments kind of stand for themselves, maybe
18 I'd just emphasize that -- you know, not only should
19 it highlight the statue, but the view itself, kind of
20 like Commissioner Torres said, is important. So I
21 want to make sure that's opened up, so everybody can
22 enjoy it equally.

23 So I vote aye for no.

24 MS. CLARK: Commissioner Green?

25 COMMISSIONER GREEN: It's a no.

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1 MS. CLARK: It's a no? Okay. So you're
2 a no vote. Correct?

3 COMMISSIONER GREEN: You said aye for
4 no. Correct?

5 MS. CLARK: Aye for no. So are you an
6 aye vote or are you a no vote?

7 COMMISSIONER GREEN: Yeah, an aye for a
8 no vote.

9 MS. CLARK: All right. Thank you. Just
10 want to make sure I'm clear on that.

11 Commissioner Gangadin?

12 COMMISSIONER GANGADIN: Yeah, I just
13 want to thank the community for coming out and
14 voicing their concerns. Community input is very
15 important; not just saying we published a meeting or
16 we informed them about the meeting, but having the
17 community input with a dialogue of back and forth,
18 and agreeing, is very helpful. And I'm sure this
19 would not have been the situation here this evening
20 if the community had some input into it as well.

21 So my vote tonight is an aye.

22 MS. CLARK: Commissioner Allen?

23 COMMISSIONER ALLEN: Aye.

24 MS. CLARK: Commissioner Dr. Desai?

25 COMMISSIONER DESAI: I echo with the

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1 community. And then the view from that area, whole
2 New York view, Jersey City, that's the part everybody
3 enjoys. And those benches, they are too big. So I
4 vote aye for no vote.

5 MS. CLARK: Vice Chair Gonzalez?

6 VICE CHAIRMAN GONZALEZ: Thanks,
7 Mallory. I think I was supposed to go first, but
8 it's all right.

9 I have a lot to say, actually. Exchange
10 Place is my port of entry into New York. I have an
11 office in New York, for those of you who know or may
12 not know. I get to see that statue on, you know,
13 probably a daily basis. And the first thing I want
14 to say is I think it's beautiful, and I know what it
15 means. And I am very thankful that the public came
16 out and talked about, you know, the -- how important
17 the area, the statue, and what the statue means to
18 them and for them.

19 I have a couple of things that I have to
20 say.

21 One is, for the public, thank you for
22 coming out and expressing, because we hear you. We
23 definitely hear you. People don't understand that we
24 actually take the comments of the public very
25 seriously.

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1 But number two is that I don't want you
2 to completely knock off this, because, for Mr. Pepe
3 and the application, this is -- this is a step up of
4 what it is now. One of the things that I don't like
5 about that area is that I've always felt that it's
6 very unsafe. Cars can come in very close to the
7 statue, drive around the statue, and not only is it,
8 for the pedestrian usage, a problem for the
9 pedestrian usage, but also for the -- for the area
10 and for the statue.

11 And so I do want you guys to, kind of,
12 go back to the drawing board with Mr. Pepe, and
13 understand that this is actually a really nice plan.
14 Had it not been for those benches being so close to
15 the statue -- I think, Mr. Pepe, you can now hear
16 that people are very against that, including the
17 planning board; otherwise, it's not a bad idea to
18 have this, because it would just draw more attention
19 to the statue, if we do, sort of, close it you have a
20 little more than it is now, and it will become more
21 of a focal point for the area.

22 And so I am going to vote aye for no, to
23 go back to the drawing board, meet with the public,
24 but come up with something that's not too different
25 than what you had presented, but what -- a little bit

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1 more reverence to that statue, as, obviously,
2 Mr. Pepe, you have seen today, people are very, very
3 vocal of.

4 So my vote is aye for no.

5 MS. CLARK: Okay. And Chairman
6 Langston?

7 CHAIRMAN LANGSTON: Yeah, I'll just
8 reiterate everything I said before. I think, you
9 know, the design, as far as taking the statue
10 situation out of it, I think it's a great design. I
11 think it hits all the points of the master plan.
12 It's -- you know, it's all about pedestrian access;
13 the waterfront walkway is maintained. It's a great
14 plan, but I think that statue needs to be celebrated,
15 and this design does not do that. That statue needs
16 to be celebrated.

17 It should be -- you know, it is that
18 area. And anybody that knows -- you know, you talk
19 to somebody from out of Jersey City who -- I'm in
20 construction, and, you know, I have a lot of Union
21 brothers and sisters that work in the area, that
22 don't live here, and they know that statue. So
23 any -- anything that would obstruct that statue, and
24 not celebrate that statue, I am 100 percent dead
25 against it. I encourage the applicant to, you know,

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1 plant flowers around it, but respectfully, that
2 maintains access to it.

3 And I think that's it.

4 So I am going to vote yes, that I am not
5 in favor of it.

6 MS. CLARK: Okay. So motion carries,
7 all in favor, to not recommend.

8 CHAIRMAN LANGSTON: Okay. Thank you,
9 everybody.

10 MR. PEPE: Thank you for your time.

11 CHAIRMAN LANGSTON: Thank you.

12 (Whereupon, the hearing concluded at
13 8:43 p.m.)

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1 CERTIFICATE

2
3
4
5 I, Michael Lombardozzi, a Notary Public
6 and Certified Court Reporter of the State of New
7 Jersey, do hereby certify that the foregoing is a
8 true and accurate transcript of the testimony as
9 taken stenographically by and before me at the time,
10 place, and on the date hereinbefore set forth.

11 I do further certify that I am neither a
12 relative nor employee nor attorney nor counsel of any
13 of the parties to this action, and that I am neither
14 a relative nor employee of such attorney or counsel
15 and that I am not financially interested in this
16 action.

17
18
19 Michael Lombardozzi,
20 Certified Court Reporter, State of New Jersey
21 CERT #: 30X100239700
22 Date: 10 May 2022
23
24
25

A				
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Exhibit P

<p style="text-align: right;">Page 1</p> <p style="text-align: center;">CITY OF JERSEY CITY PLANNING BOARD</p> <p>In the Matter of: : CASE P21-142 : Transcript : of SECTION 31 REVIEW FOR PUBLIC : PLAZA DESIGN FOR EXCHANGE PLACE : Proceedings PEDESTRIAN PLAZA; RECONSIDERATION: -----X Tuesday, May 10, 2022 Zoom Remote Videoconference Commencing at 5:47 p.m.</p> <p>BOARD MEMBERS PRESENT: CHRISTOPHER LANGSTON, Chairman DR. ORLANDO V. GONZALEZ, Vice Chairman JOYCE WATTERMAN, Council President (recused) EDUARDO TORRES, Commissioner GEOFFREY ALLEN, Commissioner DR. VIJAY DESAI, Commissioner STEVEN LIPSKI, Commissioner (recused)</p> <p>A P P E A R A N C E S: SANTO T. ALAMPI, ESQUIRE Attorney for the Board</p> <p>SCARINCI HOLLENBECK BY: DONALD M. PEPE, ESQUIRE Attorneys for the Applicant</p> <p style="text-align: right;">MICHAEL LOMBARDOZZI, Certified Shorthand Reporter</p> <p style="text-align: center;">PRECISION REPORTING SERVICE CERTIFIED SHORTHAND REPORTERS (908) 642-4299</p>	<p style="text-align: right;">Page 2</p> <p>1 ALSO PRESENT: 2 TANYA MARIONE, A.I.C.P., P.P. Director of Planning 3 City Planning Division 4 CAMERON BLACK, A.I.C.P., P.P. Senior Planner 5 City Planning Division 6 MALLORY CLARK, A.I.C.P., P.P. Senior Planner 7 City Planning Division 8 TIMOTHY KREHEL, A.I.C.P., P.P. Principal Planner 9 City Planning Division 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 3</p> <p>1 TABLE OF CONTENTS 2 WITNESS PAGE 3 (No witnesses sworn.) 4 5 PUBLIC SWORN 6 NAME PAGE 7 (No public sworn.) 8 9 EXHIBITS 10 NO. DESCRIPTION PAGE 11 (No exhibits marked.) 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 CHAIRMAN LANGSTON: Let's move on to 2 Item 7B, it's case P21-142, it's a Section 31 review, 3 review and discussion of public plaza design for 4 updates to the Exchange Place Pedestrian Plaza at 5 Hudson Street and Montgomery Street, wrapping north 6 to Christopher Columbus Drive. 7 COUNCILWOMAN WATTERMAN: I have to 8 recuse myself. 9 CHAIRMAN LANGSTON: Okay. So let the 10 record show Council President Watterman is recusing 11 herself. 12 MR. ALAMPI: So, Chairman, if I may, we 13 should get Mr. Pepe up on the screen. 14 CHAIRMAN LANGSTON: Sure. 15 MR. BLACK: I'm looking for Pepe. 16 I found him. Promoted Donald Pepe. 17 MR. PEPE: Good evening, Chairman 18 Langston. 19 CHAIRMAN LANGSTON: Good evening, 20 Counsel. 21 MR. PEPE: Commissioners. Mr. Alampi. 22 MR. ALAMPI: Good evening, Mr. Pepe. 23 So, Chairman, what we have on this 24 matter, this is a motion for reconsideration by this 25 body. This was a Section 31 review that was heard at</p>

<p style="text-align: right;">Page 5</p> <p>1 the last meeting of the board.</p> <p>2 Chairman, Mr. Pepe has filed a motion</p> <p>3 before the board. I will tell you that, as many of</p> <p>4 you know, this is a legal request by Mr. Pepe for the</p> <p>5 board to reconsider the vote that was taken at the</p> <p>6 last meeting. This is a legal argument, and Mr. Pepe</p> <p>7 has asked that the board reconsider what was done at</p> <p>8 the last hearing. He is not asking to present any</p> <p>9 additional evidence or testimony, but, rather, he is</p> <p>10 asking the board to reconsider the manner in which</p> <p>11 the vote was taken, and the basis for the vote.</p> <p>12 Now, this was a Section 31 review, and</p> <p>13 as I had indicated the last time, the Section 31</p> <p>14 review is very limited in scope. This is not a site</p> <p>15 plan application. This is not an amendment to a</p> <p>16 redevelopment plan. This is a courtesy review under</p> <p>17 Section 31 of the MLUL, the Municipal Land Use Law.</p> <p>18 That provision of the statute states that this body</p> <p>19 has the right to review and recommend projects of</p> <p>20 this nature in conjunction with the master plan. So</p> <p>21 the scope of the review is how consistent the plan</p> <p>22 proposed or the application proposed is with the</p> <p>23 master plan, and this body can make recommendations,</p> <p>24 if it finds that the application is not consistent</p> <p>25 with the master plan.</p>	<p style="text-align: right;">Page 6</p> <p>1 So Mr. Pepe filed the motion for</p> <p>2 reconsideration, and says, essentially, that the</p> <p>3 board undertook its review; however, the question</p> <p>4 that was posed by the board, and, therefore, the</p> <p>5 ultimate decision of the board, is contrary to the</p> <p>6 law. He cites the Ocean County Utility case, and has</p> <p>7 asked the board to reconsider its position.</p> <p>8 So the question properly before this</p> <p>9 body on a Section 31 review is whether or not the</p> <p>10 application heard by the board and the testimony</p> <p>11 presented is or is not consistent with the master</p> <p>12 plan, and that is what should have been voted on by</p> <p>13 the board. And Mr. Pepe is saying that the board</p> <p>14 should reconsider that, and determine whether or not</p> <p>15 what was proposed was or was not consistent with the</p> <p>16 master plan.</p> <p>17 Mr. Pepe, is that a fair and accurate</p> <p>18 description of your motion for reconsideration?</p> <p>19 MR. PEPE: That's correct, Mr. Alampi;</p> <p>20 I'd like to put a little bit of a finer point on it,</p> <p>21 though. It's not specific design elements that the</p> <p>22 board is challenged to look at under the Section 31</p> <p>23 review; it's the overall project. And my point was I</p> <p>24 think that a lot of the vote that took place at the</p> <p>25 last hearing was related to design elements;</p>
<p style="text-align: right;">Page 7</p> <p>1 specifically, related to the Katyn Monument, and</p> <p>2 didn't really get to the heart of the issue, which</p> <p>3 was is the plan consistent with the master plan for</p> <p>4 Jersey City.</p> <p>5 MR. ALAMPI: So, Chairman, that is the</p> <p>6 charge to the board. The question that the board has</p> <p>7 to answer is whether or not the project, as proposed,</p> <p>8 the overall improvement to the plaza, is or is not</p> <p>9 consistent with our master plan. We had some</p> <p>10 comments from Mallory on behalf of the Planning</p> <p>11 Division, and they went through the master plan, and</p> <p>12 the question is does the board find it to be</p> <p>13 consistent with the master plan; if not, why not?</p> <p>14 CHAIRMAN LANGSTON: All right. Thank</p> <p>15 you, Counsel.</p> <p>16 Do we want to bring up Mallory, at this</p> <p>17 point?</p> <p>18 MR. ALAMPI: If you'd like to hear from</p> <p>19 Mallory, obviously, she is on the screen and</p> <p>20 available to help the board. I believe that her</p> <p>21 testimony under oath at the prior hearing was that,</p> <p>22 as the planner, she was of the position that it was</p> <p>23 consistent with the master plan, but, again,</p> <p>24 that's -- that's for the board to determine.</p> <p>25 CHAIRMAN LANGSTON: Sure.</p>	<p style="text-align: right;">Page 8</p> <p>1 MR. ALAMPI: I don't think we want her</p> <p>2 to necessarily supplement her testimony, but I</p> <p>3 believe that that was the testimony provided by</p> <p>4 Mallory on the issue.</p> <p>5 CHAIRMAN LANGSTON: Okay. I'm</p> <p>6 comfortable with that.</p> <p>7 MR. ALAMPI: If you want to get her to</p> <p>8 confirm that, that would be appropriate, but I think</p> <p>9 supplementing would be inappropriate, because we're</p> <p>10 in board deliberation at this point.</p> <p>11 CHAIRMAN LANGSTON: Okay. Yeah, just</p> <p>12 being that we're in a board deliberation, that it's</p> <p>13 not really a full-blown review here, I think we can</p> <p>14 just take her comment on the last hearing of this</p> <p>15 matter, and we can run with those.</p> <p>16 So I agree with our counsel; I also</p> <p>17 agree with Mr. Pepe. A Section 31 review -- and I</p> <p>18 misspoke when it comes to a Section 31 review -- my</p> <p>19 comments may be more appropriate for a site plan</p> <p>20 review, rather than a Section 31 review.</p> <p>21 I do have, you know, some reservations</p> <p>22 about some of the design elements, but I do find</p> <p>23 that, all in all, the park does -- the park does</p> <p>24 comply with the Jersey City Master Plan, the open</p> <p>25 space elements, the pedestrian elements. I believe I</p>

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1 stated that on the record; I may not have.

2 But like I said, I did have specific
3 design element reservations, and I'd like those to
4 stand on the record. But being a Section 31 review,
5 it does comply with the master plan. So maybe I lead
6 the board astray with my design element concerns at
7 the last hearing.

8 And that's it for me. Anybody else have
9 any comments? questions? questions for Santo?
10 questions for me? Anybody? Or counsel?

11 VICE CHAIRMAN GONZALEZ: No, I'll state
12 my comments during the vote, Chairman. But I
13 appreciate your leadership here, thank you.

14 CHAIRMAN LANGSTON: Okay. Thank you.

15 COMMISSIONER TORRES: Yeah, I just would
16 like to say I appreciate the leadership you're taking
17 also. I appreciate the clarification on this. But I
18 would like to -- any other comments, I will do it on
19 my vote.

20 CHAIRMAN LANGSTON: Okay. Understood.

21 Santo, what's our procedure here on a
22 reconsideration? Do we just move to -- we just move
23 to -- I don't know, what do --

24 MR. ALAMPI: Yeah, so, again, it is a
25 motion for reconsideration. The question -- the

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1 legal question presented to this body is whether or
2 not the wrong standard was applied. The appropriate
3 action to be taken is a motion to approve or a motion
4 that the application, as presented, is in conformance
5 and consistent with the master plan, or is not in
6 conformance, and is inconsistent.

7 If it is moved that it is inconsistent,
8 then the recommendations that would need to be made
9 to the applicant, and stated for purposes of the
10 record, are what's inconsistent, and what would be
11 done to attempt to bring it into conformity or into
12 consistency with the master plan.

13 So depending on which way the motion is
14 going to be made, then that would be how it gets
15 framed by the movement of the motion. So if it's a
16 motion to find -- or a motion recommending it as
17 consistent, that's the way that would go; if it's a
18 motion finding it to be inconsistent, then there
19 needs to be the stated reasons as to why it's being
20 moved as inconsistent, and what, if anything, could
21 be done to make it consistent, which, of course, the
22 applicant could always reject. I think that Mr. Pepe
23 wants the legal clarification, because it's the right
24 thing, it needs to be done the proper way, and that's
25 the purpose of the motion for reconsideration.

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1 The ironic part of all of this is it's a
2 courtesy review. So even if it were determined by
3 this body to be inconsistent with the master plan,
4 with stated reasons on the record, Mr. Pepe and
5 Mr. Pepe's client are free to reject that and go
6 ahead and build whatever it is that they have
7 proposed. So I don't say that for any reason other
8 than for edification purposes.

9 CHAIRMAN LANGSTON: Okay. Thank you,
10 Counsel.

11 And once again, we are not hearing any
12 new testimony on this action tonight, unless the
13 board -- anybody from the board needs new testimony.
14 I think I'd prefer to let the record speak for itself
15 on the last -- the last application.

16 (Whereupon, Commissioner Lipski arrived
17 to the meeting.)

18 MR. ALAMPI: And this is a purely legal
19 argument, with the board reconsidering its prior
20 decision, and how it arrived at that decision. So
21 there's no further testimony. The public comment
22 stands. The testimony stands. It's just a
23 reconsideration of the legal standing applied in the
24 matter.

25 CHAIRMAN LANGSTON: Okay. Thank you,

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1 Counsel.

2 So if Mallory has nothing to add, I'll
3 entertain a motion -- or Mr. Pepe.

4 MR. PEPE: No, Chairman. Thank you. I
5 have nothing further.

6 CHAIRMAN LANGSTON: Okay. Thank you,
7 Counsel.

8 VICE CHAIRMAN GONZALEZ: Okay.
9 Mr. Chair, at this time, I'd like to actually make a
10 motion to approve and accept the Section 31 review,
11 review and discussion of public plaza and design for
12 updates to the Exchange Place Pedestrian Plaza at
13 Hudson Street and Montgomery Street, wrapping north
14 to Christopher Columbus Drive, and vote on it as a
15 plan that is consistent with the master plan, and
16 vote upon it favorably.

17 MR. ALAMPI: So, then, Dr. Gonzalez, the
18 motion is to recommend that the application is
19 consistent with the master plan?

20 VICE CHAIRMAN GONZALEZ: That's correct.

21 MR. ALAMPI: That is the motion.

22 VICE CHAIRMAN GONZALEZ: That is the
23 motion.

24 CHAIRMAN LANGSTON: Okay. So we have a
25 motion. Do we have a second?

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1 COMMISSIONER TORRES: Second.
2 CHAIRMAN LANGSTON: Okay. We have a
3 motion and a second.

4 MS. CLARK: Okay. So just for clarity
5 of the record, because there were some commissioners
6 that were not present at the last meeting, and we
7 have a few less than we did on the original vote, so
8 the commissioners that would be voting on this, who
9 were present at the last meeting, are Dr. Gonzalez,
10 Commissioner Allen, Dr. Desai, Commissioner Torres,
11 and Chairman Langston.

12 CHAIRMAN LANGSTON: Got you. Okay.
13 Thank you, Mallory.

14 MS. CLARK: Yep.

15 So on a motion to recommend as
16 consistent with the master plan, Dr. Gonzalez?

17 VICE CHAIRMAN GONZALEZ: I will vote
18 aye. I will -- I have a few comments that I want to
19 just make. And this is for Mr. Pepe and his client,
20 and for, really, everyone. I've been on the board
21 for 10 years, I believe, so I have a very good
22 understanding, I think, of what's happening in the
23 city.

24 I will just say that, oftentimes, when
25 we do Section 31 reviews, it's very difficult,

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1 sometimes, to decipher between -- this is from my
2 personal experience -- when we're voting for
3 something, if we have an applicant that is showing us
4 an application where we feel there is a design
5 element that may be not, you know, according to what
6 we like, and it's important for us, the board, to
7 realize that's not what we're voting for.

8 However, on this specific case, I was
9 more concerned with the fact that the -- the public
10 did not have a lot of interaction, from what we were
11 being told, with the client. And so I think the
12 confusion -- I want to just say that, because I don't
13 want Chairman to take the blame on the misdirection,
14 I think that was me as well, and that's where we were
15 standing. And I hope, Mr. Pepe, you understand that
16 we take our job very seriously, and, you know, when
17 we hear things that the client did not meet with the
18 public, or that the public's concerns weren't
19 addressed appropriately, we take that very seriously.
20 And, obviously, you know that we don't really like
21 that much.

22 Does this plan fit with the master plan,
23 yes, the pedestrian, you know, thinking of how we
24 want that plaza to be? Yes, it does. And for that
25 reason, we say that it's consistent with the master

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1 plan, and I vote aye.

2 MS. CLARK: Thank you.
3 Commissioner Allen?

4 COMMISSIONER ALLEN: Aye.

5 MS. CLARK: Dr. Desai?

6 COMMISSIONER DESAI: Aye.

7 MS. CLARK: Commissioner Torres?

8 COMMISSIONER TORRES: Yes, there --
9 during your presentation the last time, and I just
10 want to make it real clear on -- that with the
11 response, as Vice Chair Gonzalez -- Dr. Gonzalez just
12 pointed out, the concern was more for what the public
13 was asking about, and what we, as a public -- as a
14 Jersey City resident -- over the week, looking at the
15 master plan, and the consistency of the plan, and
16 what was presented that day, I think -- I think my
17 vote was -- my comment before my vote at that meeting
18 was I did agree with the plan itself and everything;
19 there was just one part of the plan that I didn't
20 agree to.

21 And as a result of noticing now, I
22 guess -- I mean, not guess, I'm 100 percent sure that
23 we are going with the master plan, consistency of the
24 master plan. And with that, there is nothing I could
25 see in this project that is not consistent with the

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1 master plan. And with that, I'm going to vote an aye
2 vote. I hope that your clients will look at the
3 comments that were made by the public, and adjust
4 them, but my vote is aye for this project.

5 Thank you.

6 MS. CLARK: Thank you.

7 And Chairman Langston?

8 CHAIRMAN LANGSTON: So as I said before,
9 I stand behind the comments I made on record, as far
10 as the design elements go. As we know, a Section 31
11 review is consistency with the master plan. I do
12 believe the space is consistent with the master plan,
13 as far as, you know, pedestrian connectivity, open
14 space, and the such. But, again, I'd like, you know,
15 the applicant to be aware of the comments we made on
16 record.

17 I do want to apologize to the board if,
18 you know, I led us in a different direction. And
19 that responsibility falls squarely on me, and I take
20 full responsibility for that.

21 But the -- like I said, the Section 31
22 has very clear goals, and I think we treated it more
23 like a site plan, and I'd like to correct that record
24 tonight. So I am going to vote aye.

25 MS. CLARK: Okay. Motion carries, all

<p style="text-align: right;">Page 17</p> <p>1 in favor, the recommendation.</p> <p>2 CHAIRMAN LANGSTON: Okay. Thank you,</p> <p>3 Mallory.</p> <p>4 MR. PEPE: Thank you, Chairman,</p> <p>5 commissioners.</p> <p>6 For the record, I have a profound amount</p> <p>7 of respect for this board, the work that they do. We</p> <p>8 did hear the comments. We always have listened to</p> <p>9 the public; we will continue to do so. We will take</p> <p>10 them into consideration.</p> <p>11 I thank you for your vote.</p> <p>12 CHAIRMAN LANGSTON: All right. Thank</p> <p>13 you, Counsel.</p> <p>14 (Whereupon, the hearing concluded at</p> <p>15 6:06 p.m.)</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 18</p> <p>1 CERTIFICATE</p> <p>2</p> <p>3</p> <p>4</p> <p>5 I, Michael Lombardozzi, a Notary Public</p> <p>6 and Certified Court Reporter of the State of New</p> <p>7 Jersey, do hereby certify that the foregoing is a</p> <p>8 true and accurate transcript of the testimony as</p> <p>9 taken stenographically by and before me at the time,</p> <p>10 place, and on the date hereinbefore set forth.</p> <p>11 I do further certify that I am neither a</p> <p>12 relative nor employee nor attorney nor counsel of any</p> <p>13 of the parties to this action, and that I am neither</p> <p>14 a relative nor employee of such attorney or counsel</p> <p>15 and that I am not financially interested in this</p> <p>16 action.</p> <p>17</p> <p>18</p> <p>19 Michael Lombardozzi,</p> <p>20 Certified Court Reporter, State of New Jersey</p> <p>CERT #: 30X100239700</p> <p>Date: 23 May 2022</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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