

**Amended**  
**MAYOR AND COUNCIL**  
**SPECIAL MEETING**  
**BOROUGH HALL ANNEX**  
**February 17, 2012**  
**1:00PM**

1. **FLAG SALUTE**
2. **ROLL CALL** Mayor DeSimone(), Councilpersons, Knott (), Choi (), Hawkins (), Pak (), Salmon (), Whitter (), Borough Attorney Giblin (), Borough Administrator Terhune (), Borough Clerk Fran Lehmann (), Deputy Borough Clerk Lynn Hemmer
3. **OPEN MEETING STATEMENT**  
  
Conditions of the Open Meeting Act have been met by notice placed on the bulletin board at Borough Hall and notice sent to the official newspaper.
4. **PRESENTATIONS**  
Report from Urbana Associates on the Light Rail DEIS
5. **COMMENTS FROM THE PUBLIC**  
Limited to two (2) minutes per speaker (20 – minute duration)
6. **RESOLUTIONS**  
**12-98** Authorizing an Increase in the Contract for H2M  
**12-99** Endorsing the Written Report

A motion was made by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_ to approve the resolutions.

**ROLL CALL** Councilpersons, Knott, Choi, Hawkins, Pak, Salmon, Whitter

7. **COMMENTS FROM THE PUBLIC**  
  
Limited to five (5) minutes per speaker at the discretion of the chair (duration of thirty (30) minutes)
8. **ADJOURNMENT**

***FORMAL ACTION ON ANY BOROUGH BUSINESS MAY BE TAKEN***

# BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Choi						
Hawkins						
Knott						
Salmon						
Whitter						
Pak						
De Simone						

#12 -
DATE 2/17/2012
Carried
Defeated
Tabled
Approved

WHEREAS, H2M Associates, Inc. was contracted to represent the Borough of Leonia in the development of a response report to the Transit Authority's DEIS traffic design regarding the south westerly entrance to Leonia at Fort Lee Road, and

WHEREAS, H2M Associates, Inc. is requesting an increase in the original contract from \$13,500 to \$16,200, a \$2,700 increase, and

WHEREAS, due to the "stripped-down" verbal testimony to get the presentation under the time limit and the fact that there is no time-limit on written testimony to the NJ Transit Authority, H2M feels there should be comprehensive in-depth recommendations for traffic improvements within each of the issue areas discussed in order to further forcefully state Leonia's concerns, and

WHEREAS, there are sufficient uncommitted funds available in the Reserve Budget in which the original appropriation was made and in a budget line that is appropriate for this added expenditure.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Leonia, County of Bergen, that the original contract for H2M Associates, Inc. be increased from \$13,500 to \$16,200.

**THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED**

**BY THE MAYOR AND COUNCIL ON \_\_\_\_\_**

\_\_\_\_\_  
**Frances E. Lehmann, Borough Clerk**



Engineers | Architects | Scientists | Planners | Surveyors

Holzmacher, McLendon & Murrell, P.C. | H2M Associates, Inc.  
H2M Labs, Inc. | H2M Architects & Engineers, Inc.

119 Cherry Hill Road | Suite 200  
Parsippany, New Jersey 07054  
v 862.207.5900 f 973.334.0507  
www.h2m.com

July 28, 2010

Jack Terhune, Borough Manager  
Borough of Leonia  
312 Broad Avenue  
Leonia, NJ 07605

Re: Consulting Services Regarding Proposed NJ Transit Station in Leonia  
Revised Scope and Budget

Dear Mr. Terhune:

In accordance with your request at our meeting on July 27, 2010, H2M together with Urbana Consulting is pleased to provide you with a revised proposal for consulting services in connection with NJ Transit's proposed transit station and parking facility located adjacent to Fort Lee Road in Leonia. This includes a new Task IV outlined below.

**Scope of Services – H2M and Urbana will perform the following four (4) critical elements:**

**I. Pre-DEIS Phase (COMPLETE)**

Review and evaluate the current options for the Leonia Station and Park & Ride provided by NJ Transit and propose realistic enhancements and alternatives which may provide additional benefits to the Borough of Leonia. This will include appropriate integration of the options with the objectives and recommendations of the Borough's Master Plan. A number of meetings will be convened with Borough officials, other stakeholders and the public in connection with this phase. It will include major participation in a Town Meeting along with preparation of all materials associated with it. Urbana will attend all required meetings, up to a total of 5 meetings, on the project undertaken during Phase I.

**II. DEIS Review Phase (ON HOLD PENDING RELEASE OF DEIS)**

Provide advice and assistance to the Borough of Leonia during and subsequent to the 45 day review on all matters related to the Draft Environmental Impact Statement (DEIS). This will include undertaking a detailed review of the DEIS for the proposed commuter rail project by NJ Transit, when it is released, and provide an analysis of all aspects of the DEIS, including attention to the proposed traffic mitigation measures in the DEIS. In addition, we will also provide initial advice to the Borough on the adequacy of the measures to address increased traffic generated by the proposed rail service. During the DEIS review phase, multiple meetings are expected to be convened with Borough officials, NJ Transit, the public and other stakeholders in connection with the above tasks. A total of up to 6-7 meetings will be convened. Urbana will attend most meetings on the project undertaken during Phase II; H2M will attend four (4) such meetings.



CELEBRATING 75 YEARS





**III. Public Process Support – (COMPLETE)**

This phase will include assisting the Borough in communicating to the residents the benefits and challenges of reactivation of commuter service on the Northern Branch. This will include attending community meetings and the preparation of public outreach materials. In addition, an on-line survey will be developed to identify resident and business owner opinions about the substance of the NJ Transit proposal and assist Borough elected officials in responding to the proposals from NJ Transit. It will involve working closely with the Mayor's Advisory Committee on Transportation and elected officials to ensure that the survey has municipal ownership before it is released.

**IV. Public Process Continued Support (ADDITIONAL SERVICES)**

This phase will include continuing to manage the public input and responses to the on-line survey. When the survey closes, the consultant team will review the results to assure quality control; compile the response data into charts and tables; and analyze and interpret the results. Next the consulting team will prepare a summary fact sheet and a PowerPoint presentation explaining the survey process and results. The team will present this material to the Municipal Council at a public meeting and answer questions from the Council and the public. Finally, this phase provides for planning and conducting a meeting with NJ Transit to present the survey results to guide the agency's ongoing planning in the vicinity of Leonia.

The duration of Phase II is estimated at 6 months from release of the DEIS. The duration of Phase IV is estimated at 5 months from the notice to proceed.

**Project Team**

H2M will oversee the project through its Chief Planner and Land Use Planning Department Manager Diana M. Saltel, P.P., AICP, MCIP. Ms. Saltel has extensive experience in planning and project management for a wide variety of local and regional planning initiatives. Project Planner Jessica Giorgianni, P.P., AICP, will play a significant role in this project. She has experience and skill in graphic communication using state-of-the-art GIS and other digital graphic tools. Ms. Giorgianni will be assisted on the project by Chief Civil Engineer Jeffrey Marsden, P.E., P.P. who has substantial experience in roadway design and evaluation of traffic impact studies.

The team's subconsultant is transportation expert Mark W. Gordon, Principal of Urbana Consulting. As former Senior Director of Real Estate & Economic Development for NJ Transit, his expertise and understanding of the agency is invaluable in discussions and negotiations involving new train stations, train lines and transit-oriented development. Mr. Gordon brings to the team an understanding of the decision process within NJ Transit and a proven track record in transit-oriented development. Urbana Consulting is now in its eighth year providing services to real estate developers, municipalities and special improvement districts.



**Compensation**

We propose to provide these services on a lump sum basis which includes labor and expenses. The cost to undertake the new Phase IV Public Process Continued Support is \$7,000. While each of the critical elements outlined in this scope of services are inter-related, the costs for each element as follows:

Cost Phase I (Pre-DEIS Phase):	\$9,000 (completed)
Cost Phase II: (DEIS Review)	\$13,500 (on hold pending DEIS)
Cost Phase III (Public Process Support):	\$5,000 (completed)
Cost Phase IV (Public Process Continued Support):	\$7,000 (additional services)

Any additional work or materials beyond the above Scope of Services will be billed in accordance with the rate schedules for 2010 or the applicable rate schedule for the calendar year in which the Borough authorizes such additional services/materials. For extra work beyond the Scope, Urbana's 2010 hourly billing rate is \$170, and H2M's rates are outlined in the table below:

**RATE SCHEDULE - 2010**

Job Title	Hourly Rate
Principal/Division Director	\$150.00
Chief Architect/Engineer/Planner/Scientist <sup>(1)</sup>	\$150.00
Senior Architect/Engineer/Planner/Scientist <sup>(1)</sup>	\$145.00
Senior Project Architect/Engineer/Planner/Scientist <sup>(1)</sup>	\$135.00
Project Architect/Engineer/Planner/Scientist <sup>(1)</sup>	\$115.00
Staff Architect/Engineer/Planner/Scientist <sup>(1)</sup>	\$90.00
Administrative Assistant	\$65.00
CADD Technician/ Environmental/Planning/Engineering/Architectural Technician <sup>(1)</sup>	\$65.00
Environmental/Planning/Engineering/Architectural Intern <sup>(1)</sup>	\$50.00

**Notes:**

(1) Scientist category includes Environmental Scientists, Geologists, Hydrogeologists, Biologists, Toxicologist, Industrial Hygienists, etc.



Jack Terhune, Borough Administrator  
Borough of Leonia

July 28, 2010  
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Expenses	Cost
Mileage/Company Owned Utility Vehicle	\$.50/mile or IRS min./mile
Reproduction for project specific documents:	
8½" x 11" Black & White	\$0.08/page
8½" x 11" Color	\$0.25/page
11" x 17" Black & White	\$0.16/page
11" x 17" Color	\$0.50/page
24 x 36 copies	\$1.25/page
36 x 48 copies	\$2.00/page
Other Pass Through Expenses (subcontractors)	Cost plus 10%

\* Reproduction costs for general administration will not be billed

Billing shall be made by monthly invoice, based on actual effort expended. Invoices shall be payable in full within thirty (30) days of the invoice date. This proposal shall remain open for ninety (90) days from the date of this proposal. Extensions shall be made in writing only.

Also, enclosed as part of this proposal, is our standard proposal statement. If this proposal meets with your approval, kindly return one signed copy of our standard proposal statement and a copy of your professional services resolution referencing this proposal as your notice to proceed.

We look forward to working with you on this important project. Please call this office if you have any questions or comments.

Very truly yours,  
H2M ASSOCIATES, INC.

Diana M. Saltel  
Chief Planner and Land Use Planning Department Manager

Sul Y. Leong, P.E.  
Vice President

# H2M ASSOCIATES, INC./HOLZMACHER, MCLENDON & MURRELL, P.C.

## PROPOSAL STATEMENT

PROPOSAL TO: Borough of Leonia DATE: July 28, 2010

PROJECT: Proposed NJ Transit Station in Leonia – Revised Scope and Budget

The following clauses constitute the terms of H2M ASSOCIATES, INC. (119 Cherry Hill Road, Suite 200, Parsippany, New Jersey 07054) and HOLZMACHER, McLENDON & MURRELL, P.C. (575 Broad Hollow Road, Melville, New York 11747), hereinafter collectively referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

1. **EXTENT OF PROPOSAL STATEMENT:** This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

2. **GOVERNING LAW:** Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

### GENERAL:

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.3 In the event any provisions of this statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client since H2M has no control over the cost of labor and materials,

competitive bidding or market conditions. H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work, but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

3.7 Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

4. **TERMINATION:** This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. **DELEGATION OF DUTIES:** Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

6. **HOURLY RATES OF COMPENSATION:** Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.

**7. REIMBURSABLE EXPENSES:** Reimbursable expenses are in addition to compensation to H2M for basic and additional services and include expenditures made by H2M, its employees or consultants in the interest of the project. Reimbursable expenses include but are not limited to:

7.1 Expenses of transportation, subsistence and lodging when traveling in connection with the project.

7.2 Expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project.

7.3 Sub-contractor expenses, plus a 10 percent mark-up to cover H2M handling and administration costs.

7.4 When authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

**8. PAYMENTS TO H2M:**

8.1 Progress payments shall be made in proportion to services rendered and as indicated within this proposal and shall be due and owing within thirty (30) days of H2M's submittal of its invoice. Past due amounts owed shall include a charge of twelve percent (12%) interest from the thirtieth (30th) day.

8.2 If Client fails to make payments due H2M, H2M may, after giving seven (7) days written notice to Client, suspend services under this proposal and seek full payment plus interest and attorney fees in an amount equal to twenty five percent (25%) of the amount due. If H2M suspends work due to non-payment, H2M will not be responsible for any delays or associated costs incurred by the Client.

8.3 The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be in addition to fees and costs described in the proposal and proposal statement.

8.4 Payment of invoices for services shall not be subject to or contingent upon receipt of payment from third parties, unless otherwise agreed in writing.

8.5 A Cost of Living adjustment shall be made to lump sum or unit price fees, and maximum fees, wherever they appear, if the Consumer Price Index (CPI-U), U.S. City Average, exceeds six (6) percent in any 12-month period commencing with the first day of the month of the date of the proposal. The adjustment shall be calculated based on the percentage increase in CPI-U, from the inception date of the proposal, for the effort completed each month. The adjustment shall be added to the lump sum or unit costs, or to the maximum fee.

**9. INSURANCE, INDEMNITY AND LIABILITY:**

9.1 H2M INSURANCE: H2M shall acquire and maintain statutory workers compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. Upon request, H2M can provide the Client a certificate of insurance.

9.2 LIMITATION OF PROFESSIONAL LIABILITY: The Client agrees to limit H2M's liability to the Client on the project, due to H2M's professional negligent acts, errors or omissions such that the total aggregate liability of H2M shall exceed fifty thousand (\$50,000) dollars or H2M's total fee for services rendered on this project, whichever is greater.

9.3 HAZARDOUS WASTE CLAIM (*Definition*): "Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual.

9.4 LIMITATION OF LIABILITY: Client agrees to bring no claim against H2M either directly or by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined in 9.3.

9.5 CLAIM INDEMNIFICATION: In the event H2M is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify H2M to the maximum extent permitted by law, award, judgment or settlement against the H2M provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

**9.6 DEFENSE COST INDEMNIFICATION-CLIENT'S OPTION TO DEFEND:**

9.6.1 In the event H2M is a party to any action arising in whole or part out of a hazardous waste claim, Client agrees to indemnify H2M for all costs (including attorneys' fees) incurred by H2M in defending such action.

9.6.2 Client may, at its option, elect to defend H2M in any action describe

9.6.1 provided that Client indemnifies H2M for any judgment, settlement or other payment to any claimant whether or not attributable to the hazardous waste claim portion of such action.

9.7 CONTRACTOR'S INSURANCE: The Client shall require all Contractors and any Subcontractors, prior to the commencement of their work, to submit evidence that they have obtained for the period of the Construction Contract and guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1 million for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$3 million for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of 9.8 "Indemnity." The comprehensive general liability insurance will include as additional named insureds: Client; H2M and each of its officers, agents and employees.



# H2M ASSOCIATES, INC./HOLZMACHER, MCLENDON & MURRELL, P.C.

## PROPOSAL STATEMENT

9.8 INDEMNITY: Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of, or alleged to arise from, the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract documents, but not including liability that may be due to the sole negligence of Client, H2M, its consultants or officers, agents and employees.

### 10. CLIENT'S RESPONSIBILITIES: Client shall

10.1 Designate in writing a person authorized to act as Client's representative, Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.

10.3 Guarantee full and free access for H2M to enter upon all property needed for the performance of H2M services under this agreement.

10.4 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

### 11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project

representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, than the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

12. OWNERSHIP OF DOCUMENTS: All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client on extensions of this project or on any other project without the written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

13. PROPOSAL EXPIRATION: The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

### AGREED AND ACCEPTED:

CLIENT: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

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

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

H2M/H2M ASSOCIATES, INC./  
HOLZMACHER, MCLENDON & MURRELL, P.C.

SIGNED: *Sui Leong*

NAME: Sui Leong

TITLE: Vice President

DATE: July 28, 2010

ENGINEERS, ARCHITECTS, SCIENTISTS, PLANNERS, SURVEYORS



KULITE SEMICONDUCTOR PRODUCTS, INC.  
One Willow Tree Rd, Leonia, New Jersey 07605  
Tel: 201-461-0900 • Fax: 201-461-0990 • <http://www.kulite.com>

PRESSURE TRANSDUCERS  
PRESSURE TRANSMITTERS  
ACCELEROMETERS  
LOAD CELLS  
SEMICONDUCTOR GAGES  
INTEGRATED SENSORS

February 6, 2012

NJ Transit Headquarters  
One Penn Plaza East  
Newark, NJ 07105-2246

Attention: Ms. Linda A. Mosch, P.E.  
Sr. Director, Budget & Administration  
Capital Planning & Programs

Dear Ms. Mosch:

Kulite Semiconductor Products, Inc. objects to NJ Transit's ("NJT's") plans for expanding the Northern Branch Corridor (See Draft Environmental Impact Statement published December 2011) as it relates to the construction of a six story parking garage on Kulite property at 1 Willow Tree Road, Leonia. We are deeply concerned that Kulite was never consulted prior to publishing this report and, therefore, that our position was not considered. The construction of such a facility would irreparably harm Kulite by substantially altering our business operation, significantly diminishing the value and quality of our property, and would compel us to relocate our business operation. We must, therefore, request that NJ Transit revise its plans and relocate the planned parking facility.

Kulite owns Research and Manufacturing Facilities at 1 Willow Tree Road, 2 Willow Tree Road and 400 Willow Tree Road, as well as property at the corner of Willow Tree Road and Schor Ave for future expansion. The building resembles an office building from the outside but is actually a Research and Manufacturing facility that includes a semiconductor fabrication laboratory.

Semiconductor fabrication requires high precision processing and for that reason the laboratory was built on the third floor overlooking the parking lot. The intent was to remove it from the vibration generated by heavy traffic on Ft. Lee Road. In fact, we discontinue some critical processes when freight trains pass the building twice a day. In order to build a six story parking garage, numerous pilings will have to be put in place. The vibrations from installing the pilings and from the heavy construction will make it impossible to perform much of our semiconductor fabrication for an extended period of time.

*LEADER IN PRESSURE TRANSDUCER TECHNOLOGY*

Additionally, it is very possible that the movement of passenger trains will cause vibrations similar to those that the site currently experiences with freight trains. Given the significant additional rail traffic that will be generated by passenger service, locating the garage on Kulite property may render the laboratory useless for semiconductor production. This means that for Kulite to continue to operate, the semiconductor laboratory will have to be moved to another location at significant expense and significant business disruption and potential job loss to New Jersey.

Kulite also manufactures and tests pressure transducers. We have a loading dock at the rear of 1 Willow Tree Road close to the railroad tracks. Semi-trucks presently pull into the first parking lot entrance; pull up the parking lane closest to the railroad tracks and back up to the loading docks for loading and unloading. We also have two large nitrogen tanks on the side of the building bordering the railroad tracks. Nitrogen is critical to the processing and the testing that we perform. The nitrogen tanks are filled from a tanker similar in size to a semi-truck. The nitrogen tanker also pulls forward into the far parking lane and backs up to the building to fill the tanks. From the sketch of the parking garage, truck access will no longer be possible. This will effectively shut down Kulite operations at 1 Willow Tree Road and force the entire company to relocate at considerable expense and business disruption.

The components that Kulite manufactures are critical components used on most commercial aircraft in production today as well as many major U. S. Military aircraft and missile systems. In fact, Kulite has a long history of supporting the U.S. Military involving shipments directly to areas of need. A disruption to our business would have serious impacts to major aerospace operations in the U.S., as well as around the world, including General Electric, United Technology, Honeywell, Boeing and Airbus. A business disruption would similarly affect the readiness of the U.S. military by forcing delays to a significant number of military programs.

Kulite has been identified by Homeland Security and the FBI as a potential target for terrorism due to the uses of our products as well as our customers such as The Government of Israel. The fact that some of our final products that are manufactured on site are for defense contracts puts Kulite on the front line as a target for terrorism.

The U.S. Government, as well as some other customers, require certain minimum levels of security. Erecting a six story parking structure on our site and sharing it with the public would result in a security breach. Unknown vehicles that park in close proximity to our facility will definitely raise serious security concerns.

In addition to the business disruption and security issues, Kulite is concerned about the traffic disruption on Ft. Lee Road, which may impact both our employees ability to travel to work as well as our ability to receive, supply and ship production.

*LEADER IN PRESSURE TRANSDUCER TECHNOLOGY*

Lastly, the intent of building our facilities in this location was to have the feeling of a Research Campus. Employees walk from building to building and enjoy the beautiful landscaping as well as Overpeck Park next door. A six story parking garage will destroy the Park like setting and decrease the value of all of our properties.

Kulite currently has 630 employees in our Leonia facilities and we are the largest tax payer in Leonia. If Kulite must relocate because we can no longer operate our critical processes at 1 Willow Tree Road, it will affect the tax base in Leonia. In addition, if forced to relocate, Kulite will give serious consideration to the multitude of offers from alternate states to assist in relocating out of state resulting in a significant loss of jobs for New Jersey.

Kulite is strongly opposed to the NJ Transit plan as currently outlined in the DEIS Report. We hope that now that the actual impact has been explained, NJ Transit will reconsider its plan to erect a parking facility on our property.

Sincerely,



Dick Martin  
President

***Kulite Semiconductor Products, Inc.***

Cc: Lloyd Frank, Troutman Sanders  
Richard Weinroth, Sterns & Weinroth  
Borough of Leonia:  
John DeSimone, Mayor  
Jack Terhune, Borough Administrator  
Ingrid Brennan, Chair of Transportation Committee

*LEADER IN PRESSURE TRANSDUCER TECHNOLOGY*

# BOROUGH OF LEONIA RESOLUTION

Council	Motion	Second	Yes	No	Abstain	Absent
Choi						
Hawkins						
Knott						
Pak						
Salmon						
Whitter						
De Simone						

#12 -99
DATE
Carried
Defeated
Tabled
Approved

WHEREAS, the Mayor and Council have reviewed the written response to the DEIS report received from NJ Transit in connection the proposed Light Rail Project; and

WHEREAS, the Mayor and Council hereby approves and endorses the written response prepared by the Governing Body of the Borough of Leonia

NOW, THEREFORE, BE IT RESOLVED; by the Mayor and Council of the Borough of Leonia they hereby approve and endorse the written response as prepared by the consultants from Urbana and annexed hereto to the DEIS prepared by NJ Transit

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED  
BY THE MAYOR AND COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
BOROUGH CLERK