1A

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO.: ____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(5), (B)(7) AND ATTORNEY CLIENT PRIVILEGE RELATING TO PENDING NEGOTIATION AND ACQUISITION OF PROPERTY COMMONLY REFERRED TO AS THE BLOCK 10 AND BASF SITE AND TO RECEIVE ADVICE FROM THE CITY'S LEGAL COUNSEL FOR THE MATTER, ED BUZAK, ESQ.

WHEREAS, the Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(5) and (b)(7), and for matters falling within attorney client privilege (for legal guidance on matters relating to pending negotiation and acquisition of property); and

WHEREAS, the City seeks to obtain a status update and legal guidance on pending negotiation and ongoing legal issues relating to the acquisition of the Block 10 and BASF site; and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending legal matters of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the discussions had therein will be made available to the public.

MEETING: May 18, 2016

APPROVED AS TO FORM:

Acting Alysia Mc, Esq.
Corporation Counsel

TRUE COPY OF A RESOLUTION ADOPTED BY
COUNCIL OF THE CITY OF HOBOKEN, N.J.
MEETING HELD ON: MAY 18 2016

CITY CLERK

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION APPOINTS Hovie Forman TO THE HOBOKEN HOUSING AUTHORITY FOR A (5) FIVE YEAR TERM WHICH WILL EXPIRE ON MAY 3, 2021

WHEREAS, pursuant to the Code of the City of Hoboken 38-1, the City of Hoboken has established a Housing Authority; and

WHEREAS, the Code of the City of Hoboken 38-2 provides for seven (7) members to serve on the Hoboken Housing Authority Board; and

WHEREAS, New Jersey law gives authority to the City Council to appoint (5) five members serving on the Hoboken Housing Authority Board; and

WHEREAS, there is currently an expired position on the Hoboken Housing Authority Board, due to the expiration of the prior term of Robert Davis, expired on May 3, 2016, and the Council wishes to appoint a commissioner to said expired position, for a term which shall commence immediately and shall expire on May 3, 2021; and

WHEREAS, the City Council wishes to appoint Hovie Forman, Hoboken, New Jersey 07030 to said position.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby appoint Hovie Forman, to serve as a member of the Hoboken Housing Authority in the recently expired seat of Commissioner Robert Davis, for a new five (5) year term, which shall commence immediately upon oath, and shall expire on May 3, 2021.

Meeting date: May 18, 2016

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Alysia Prono, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher				/
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: MAY 18 2016

James J. Farina
CITY CLERK

RECEIVED
2016 MAY -2 AM 10:31
CITY CLERK
HOBOKEN, NJ 07030

CITY OF HOBOKEN
APPLICATION FOR APPOINTMENT TO CITIZEN ADVISORY BOARDS AND COMMISSIONS

Please read and complete this application.

Personal Information

Name Howie E Forman

Home Address 101 Bloomfield St

City Hoboken State NJ Zip 07030

Home Phone 201-832-8805 Email hformal461@Gmail.com

Do you reside within the city limits? ✓ Yes ____ No

Are you 18 or older? ✓ Yes ____ No Are you a U.S. citizen? ✓ Yes ____ N

Experience and Education

Civic Activities (including, but not limited to other boards/commissions):

Highschool Diploma
Hopes Headstart Board Of Directors
Was very active in the food pantry that my family had ran for 30+ years

Schools attended, degrees, nonacademic experience:

Hoboken Highschool

Resume attached ___ (optional)

Statement of Interest

For which board or commission would you like to be considered?

1st choice: First Choice Housing Authority

2nd choice: _____ 3rd choice: _____

Please write a brief statement of 50 words or less, explaining your interest in the board or commission for which you are applying. Include any experience, training, and/or qualifications you have relating to this board or commission. I think my years working with NJ department of transportation's, duties included, keeping highways clean and snow removal

I worked for the city of hoboken as the Clean Community aid, which I kept the city clean and recycling. Also worked with Judge Ross London on having people on community service clean the city and housing authorities area.

Please indicate any conflicts of interest you may have if chosen for this board or commission: None

Guidelines for Applying for Citizen Advisory Boards and Commissions

- Please submit one application per board or commission for which you are applying. The application will be kept in an active file for two years.

- To allow a large number of citizens to serve on boards and commissions, the City Council policy allows individuals to serve on only one standing board or commission at a time. A current member of a board/commission who is a successful applicant for another board/commission will be required to choose one board/commission on which to serve. This policy does not apply to ad hoc committees or departmental committees or positions that are designated for members of specific advisory group, or those established under law.

- Current board or committee members must submit a new application at the end of their term if they wish to reapply. The deadline for applications from incumbents is the same as the deadline for new applications.

- City of Hoboken employees may not serve on City of Hoboken boards or commissions except as specifically provided by the Municipal Code, or as required to perform official duties.

In accordance with the Local Government Ethics Law (N.J.S.A. +oA: 9-22.1 et seq.) annual Financial Disclosure Statements must be filed by elected officials, certain government employees, and members of the housing authority, recreation commission, planning board, zoning board, board of health, board of education, and library board of trustees. Financial Disclosure statements indicate the source of income but not the amount.

Information submitted on this application is public information. I verily that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

Applicant Signature [signature] Date 4/29/16

Notary _____ Date 4/29/2016

____ Return completed applications Monday through Friday, 9:00 a.m. —4:00 p.m. to:

City Hall
Hoboken, NJ
94 Washington Street
Hoboken, NJ 07030

JONATHAN P MORRISON
Notary Public
State of New Jersey
My Commission Expires Apr 15, 2020

*Planning Board has designated members who may by Statue serve on more than one board.

Hovie Forman

106 Bloomfield Street | Hoboken, NJ | 07030
201.832-8805
hforman61@gmail.com

OBJECTIVE

To serve in the capacity as a Hoboken Housing Authority Commissioner with a goal and mission to provide the support necessary to the Director as well as other commissioners in order to ensure the proper management of and enhance the quality of life for its residents.

EDUCATION

Hudson County Vocational — **North Bergen, NJ | 1983**

Hoboken High School — **Hoboken, NJ | 1977**

EXPERIENCE

Hoboken Board of Education — **Hoboken, NJ | 2007-2014**

Bus Driver

Transportation

- Transported special needs children to and from home to school.
- Delivered and pickup all district mail.
- Responsible for making bank deposits.
- Transported staff to and from school to various locations as needed.
- Recommended merchandise based on individual requirements.
- Transported the Hoboken sports teams to their destinations.
- Drafted incident reports'
- Greeted and conversed with parents of student transported.
- Assisted the City of Hoboken during hurricane sandy to transport families Metlife stadium

Riverside Observer Parking — **Hoboken, NJ | 1994-2007**

Manager

- Responsible for oversight of parking lot
- Responsible for 8 employees
- Responsible for payroll
- Responsible for daily reports and bank deposits
- Maintaining clean facility and proper licensing

American Express Shearson & Lehman Brothers — **New York, NY | 1990-1994**

Corporate Security

- Protect and served all executives and staff.
- Investigated and reported thefts, property damages.
- Assigned to executive details specifically for protection of executives.
- Evicted and escorted terminated employees out of the facility

City of Hoboken — **Hoboken, NJ | 1986-1987**

Clean Community Aide

- Responsible maintaining the city streets.
- Responsible for mechanical machinery.
- Responsible for 38 employees as Can Man.
- Assistant to the Recycling Coordinator

State of New Jersey Department of Transportation **Trenton, NJ | 1982-1986**

Highway Marker/Laborer

- Responsible for maintaining clean highways.
- Responsible for maintaining sewer basins cleaned.
- Responsible for replacing damaged guard rails.
- Responsible for 3 employees.
- Responsible for state vehicle and equipment.
- Responsible for painting highway lines and replacing signs

HOPES CAP, Inc. **Hoboken, NJ | 1982-Present**

Board of Directors

- Responsible for reviewing and approving of annual budget.
- Responsible for supporting and ensuring the success of a high-quality Head Start Program.
- Responsible for supporting and the ensuring the success of a high-quality Early Childhood Program
- Responsible for supporting the recommendation of hired and terminated employees.
- Responsible for ensuring a high-quality senior citizen program.
- Responsible for negotiating and approving the Director's contract as well as other administrator's contracts.

Hoboken Elk's Club **Hoboken, NJ | 1986-Present**

Member

2

Introduced by: MD
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO PARKMOBILE FOR SERVICE OF A PAY-BY-PHONE PARKING SYSTEM IN ACCORDANCE WITH THEIR NJPA COOPERATIVE CONTRACT IN THE TOTAL AMOUNT NOT TO EXCEED ZERO DOLLARS OF CITY FUNDS

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and ParkMobile has been approved as an NCPA National Cooperative Purchasing Alliance contractor, which cooperative the City is a part of; and,

WHEREAS, the City seeks to commence pay by phone service for city parking; and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under ParkMobile's NCPA contract, under the contract attached hereto; and

WHEREAS, certification of funds is not required as part of this contract, as ZERO city funds shall be expended.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the attached contract, which shall at all times remain in accordance with ParkMobile's NCPA contract, for a total not to exceed amount of ZERO Dollars **($0.00)** of city funds, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute the attached contract with ParkMobile and take all other actions necessary to complete and realize the intent and purpose of this Resolution.
3. The contract for said goods and/or services shall be based upon the following information:

ParkMobile LLC
1100 Spring Street NW, Suite 200
Atlanta, Georgia 30309

Meeting date: May 18, 2016

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Acting Alysia Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

CERTIFICATION OF FUNDS

Not Applicable to this Contract

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: MAY 18 2016

CITY CLERK

Parkmobile

PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this "Agreement") is made and entered into as of this 18 day of May, 2016 (the "Effective Date"), by and among **PARKMOBILE, LLC**, a Delaware limited liability company ("Parkmobile"), and City of Hoboken, a New Jersey municipality ("Client").

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of street parking by mobile telephone; and

WHEREAS, Parkmobile is an awarded vendor with the National Cooperative Purchasing Alliance pursuant to a competitive bidding process to provide integrated parking management systems to public agencies at established rates ("NCPA Rate"); and

WHEREAS, Client is a member of the National Cooperative Purchasing Alliance; and

WHEREAS, the Client's Procurement Code authorizes the use of cooperative purchasing agreements as an acceptable method of procurement of competitively bid prices; and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking services to Client, upon the terms and subject to the conditions contained herein in this Agreement and NCPA Rates, and Proposal, attached hereto as Schedule 4 and incorporated herein;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

ARTICLE 1
SERVICES

1.1 Services Provided by Parkmobile. During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for Client as described on Schedule 1 hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). Parkmobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, "Law"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by Client, consistent with Schedules 1 and 2 herein. In connection with Parkmobile's performance of the Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as Client may reasonably establish from time to time.

If Client requires additional work that is not included in this Agreement, Parkmobile and Client shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

1.2 Help and Support. Parkmobile agrees to use its reasonable efforts to assist Client with any technical support that Client may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide Client with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions that arise during Client's use of Parkmobile's software or the Services hereunder.

1.3 Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

1.4 No Performance Warranty. The Services are provided to Client "AS IS" with no warranty of any kind, except that Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended upon consent in writing of both parties from time to time.

1.5 Reservation of Rights. All rights not expressly granted to Client herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile; however, Parkmobile must expressly list and/or label any intellectual property as such.

1.6 Publicity of Services. All brochures and promotional materials to be distributed by Client in connection with the Services shall be in a form mutually agreed upon by the parties.

1.7 Cooperation. Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

1.8 Exclusivity. Parkmobile shall be the exclusive mobile parking service provider for Client during the Term of this Agreement.

1.9 Authority of the Parties. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

ARTICLE 2
FEES; EXPENSES

2.1 Fees. The fees (the "Fees") applicable to the Services, are set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

2.2 Payment. Payment is due not later than forty five (45) days after invoice. Late payment interest of ten percent (10%) per annum may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

2.3 Taxes. Parkmobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by Member. For any amounts which may become due by Client or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

2.4 Billing Disputes. Client shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in favor of Client, Parkmobile shall credit Client on the immediately subsequent invoice issued to Client.

2.5 Expenses. Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior approval of Client.

ARTICLE 3
TERM; TERMINATION

3.1 Term. The initial term of this Agreement shall commence as of the Execution Date and terminate on March 31, 2017 (the "Initial Term"). Following the Initial Term, the Agreement shall be extended for consecutive one (1) year renewal terms (each a "Renewal Term"), provided that the Client gives written notice to Parkmobile of its intent to renew this Agreement at least sixty (60) days prior to the expiration of the then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

3.2 Termination for Cause.

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

3.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, (i) Client shall pay to Parkmobile any portion of the Fees then accrued by Client and properly payable under this Agreement; but shall have no obligation to pay any fees due by Members; (ii) Client shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) Client shall discontinue all use of the Technology and intellectual property of Parkmobile.

(b) Notwithstanding the exercise by any party of its rights under this Article 3, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

ARTICLE 4
ADDITIONAL COVENANTS OF THE PARTIES

4.1 Confidentiality.

(a) Each party acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others. However, it is the responsibility of the owner of any Confidential Information to expressly advise the other party of any such information.

(b) Each party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each party shall be responsible for any breach of this Section 4.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) All Confidential Information of Parkmobile and Client shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The foregoing shall not apply to any Confidential Information that is in the public domain without breach of this Agreement, Confidential Information that a party can demonstrate was known prior to receipt from the other party or Confidential Information that was subsequently received from a third party without any obligation of confidentiality to the other party.

(d) To the extent any party determines it necessary or advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, or otherwise in accordance with Law, that party and its counsel shall work with the non-disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information..

(e) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Section 4.1 were not

performed by the other party in accordance with the terms hereof and that the each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

4.2 Information. Subject to Section 4.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

4.3 Records. Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's historical policies regarding retention of records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

4.4 Status Meetings. On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 4.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

4.5 Privacy. The Parties agree (a) to comply with all applicable Law; (b) not to use the information provided to it as a result of this Agreement about identifiable individuals ("PI") to market goods or services to those individuals or others; (c) that it will use reasonable security measures to safeguard the PI; and (d) not to disclose to others the PI.

4.6 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable. Both parties agree to maintain statutorily required amounts of worker's compensation insurance during the Term of this Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

5.1 Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

5.2 Disclaimer of Warranties. ALL WARRANTIES SHALL BE CONSISTENT WITH PARKMOBILE'S PROPOSAL TO NCPA, ATTACHED HERETO AS SCHEDULE 4

5.3 Indemnification.

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless Client, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile's representations or warranties in this Agreement; (ii) the breach of any of Parkmobile's covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

(b) Indemnification by Client. Client shall indemnify, defend and hold harmless Parkmobile, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Client's representations or warranties in this Agreement; (ii) the breach of any of Client's covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by Client in performing its obligations in connection with this Agreement.

5.4 Limitation of Liability. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 6
MISCELLANEOUS

6.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material

respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

6.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:

Parkmobile, LLC
1100 Spring Street NW, Suite 200
Atlanta, Georgia 30309
Attention: Jonathan Ziglar
Telephone: (404) 818-9036
Facsimile: (770) 818-9039
Email: JZiglar@parkmobileglobal.com

To Client:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030
Attention: Corporation Counsel
Telephone: 201-420-2057
email:
Fax:
201-792-1858

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

6.3 Independent Contractors. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

6.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

6.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

6.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); provided that Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile or (ii) any lender to Parkmobile or its affiliates as security for borrowings.

6.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

6.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6.10 Arbitration. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held exclusively in Hudson County, New Jersey in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the "Rules"). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of New Jersey excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any the state or federal courts located in Hudson County, New Jersey. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator's jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

6.11 No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.12 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of this _____ day of _____ in 2016.

"PARKMOBILE":

PARKMOBILE, LLC

By:_____
Name: Jonathan Ziglar
Title: CEO

"CLIENT":

CITY OF HOBOKEN

By:_____
Name:_____
Title:_____

SCHEDULE 1

SERVICES

Parkmobile offers a service to Client's parking customers ("Members") that facilitates the activation and payment of parking transactions using mobile technology ("Mobile Parking"). For use of the Mobile Parking service, a Member Fee per transaction as reflected in Schedule 3 is charged.

Parkmobile accepts several electronic payment methods from customers:

a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, ACH, MasterPass, and Visa checkout.

Members who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, or using Parkmobile's or its partners' mobile applications. In order to register and begin a parking event, Members simply provide the required information to create an account including credit card data and license plate number which shall at all times be stored by Parkmobile in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the Member to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the Client, to determine if a valid parking right exists. This service can be accessed by using a handheld terminal or PDA.

The supply of handheld terminals (or PDA's) for enforcement and GSM cards for communication between the handheld terminals and the database and back-office systems are outside the scope of the Services.

Members can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are charged to the preferred payment method of the Member. Members have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

SCHEDULE 2

SERVICE LEVELS

1. **Operation, Management and Maintenance of the System**

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides Client with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months.

2. **Errors and Interruptions**

(a) When an error or interruption occurs in the Services, Client shall inform Parkmobile as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile may issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused solely by Client and not attributable to Parkmobile shall be charged at the hourly rate of $180.

(b) In the event that Client and Parkmobile disagree about whether an error or interruption has been resolved, Client and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption caused solely by Client, then Client shall not be entitled to a credit for the Software during the downtime.

3. **Security and Authorization**

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

4. **Reports**

Parkmobile shall provide Client access to reports related to the Services via an Internet or other digital means in relation to parking history, active users and parking revenues. Parkmobile also shall provide Client with monthly reports through an Internet or other digital means regarding parking revenues.

SCHEDULE 3

FEES

Parkmobile shall charge the Client or Member a member fee of $0.35 cents per transaction ("Member Fee").

Traditional Payment Credit Card Fees/Merchant Processing/Other Third Party Fees:

Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Parking Revenues in accordance with Parkmobile's standard settlement procedures to the Client. As used herein, Parking Revenue shall mean parking revenue generated by Members less Member Fees charged by Parkmobile.

Emerging Payments Fees

Parkmobile shall collect parking revenues for each Emerging Payment transaction and pass the Emerging Parking Revenue to the Client in accordance with Parkmobile's standard settlement procedures. As used herein, Emerging Revenue shall mean parking revenue generated by Members less Member Fees charged by Parkmobile. No other merchant processing or gateway fee will be charged to an emerging payment transaction.

Other Terms and Conditions

Parkmobile's Member Fee covers any merchant processing or other third party fees associated with the acceptance of Traditional Payments or Emerging Payments which shall be billed to the Member separately by Parkmobile.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees to the Member.

The use of mobile devices for enforcement as well as data plans are not part of this agreement.

Cost for initial standard stickers shall be borne exclusively by Parkmobile. Client will be responsible for all installation.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program.

Parkmobile reserves the right to increase Member Fees and Additional Service (as defined below) fees to be borne by the Members upon sixty (60) days written notice to Client, and written consent of Client so long as all fees remain consistant with the NCPA proposal.

Other development activities and additional services (listed below) shall be for a fee at the request of and after written approval by Client as described below.

Additional Services:

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to 3rd parties
5. Citation/Enforcement support
6. Replacement Signage/Stickers
7. Additional Training

8. Zone & Rate structure changes after implementation
9. Event Override Solution
10. Self-Administration Service

SCHEDULE 4

NCPA PROPOSAL

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, February 1st, 2016

Parkmobile USA, Inc.
ATTN: Albert Bogaard
3200 Cobb Galleria Pkwy, SE, Suite 100
Atlanta, GA 30339

Re: Annual Renewal of NCPA contract #05-02

Dear Albert:

Region XIV Education Service Center is happy to announce that Parkmobile USA, Inc. has been awarded an annual contract renewal for Integrated Parking Management System based on the proposal submitted to Region XIV ESC.

The contract will expire on March 31st, 2017, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid

Ronnie Kincaid
Region XIV, Executive Director

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, April 9th, 2012

Parkmobile USA, Inc.
ATTN: Albert Bogaard
3200 Cobb Galleria Parkway, SE, Suite 100
Atlanta, GA 30339

Dear Mr. Bogaard:

Region XIV Education Service Center is happy to announce that Parkmobile USA, Inc. has been awarded an annual contract for Integrated Parking Management Systems based on the proposal submitted to Region XIV.

This contract is effective immediately and will expire on March 31, 2013. The contract can be renewed annually for an additional four years, if mutually agreed on by Region XIV and Parkmobile USA.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600

Sincerely,

Ronnie Kincaid

Ronnie Kincaid
Executive Director

Parkmobile
PARKING MADE SIMPLE

Paying Made Simple™

REGION 14 EDUCATION SERVICE CENTER EST. 1967

From: **Parkmobile USA Inc.**

Proposal: **Integrated Parking Management System**

Solicitation Number: 09-12

For: **National Cooperative Purchasing Alliance**

Opening Date/Time: **April 3, 2012 @ 2:30pm CST**

NCPA
National Cooperative Purchasing Alliance

This proposal includes data that shall not be disclosed outside of NCPA and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, NCPA will have the right to duplicate, use, or disclose the data to the extent consistent with NCPA's needs in the procurement process. This restriction does not limit NCPA's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets 1 through 78.

Parkmobile USA, Inc.
3200 Cobb Galleria Pkwy SE
Suite 100
Atlanta, GA 30339
T: 770-818 9036
www.parkmobile.com

March 28, 2012

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Re: Request for Proposal for Integrated Parking Management System

Dear Mr. Kincaid:

Parkmobile USA, Inc. is pleased to submit the following proposal for our market leading mobile payment parking solution to the National Cooperative Purchasing Alliance ("NCPA"). We have reviewed and understand the Scope of Service provided in the RFP document and feel confident our mobile payment solution will provide many benefits to NCPA clients and member agencies. Furthermore, we look forward to developing a successful partnership with the NCPA to advance mobile technology in the parking industry should we be successful in winning this national procurement process.

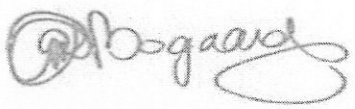
In summary, Parkmobile USA, Inc. is a world-class provider of digital parking solutions based in Atlanta, GA. We have deployed our solutions in more than 300 municipalities throughout the United States, Australia and Europe over the past twelve (12) years. We have successfully brought our solutions to every area of the country. For example, our service footprint spans from Boston & New York to Oakland & Santa Monica; from Houston & San Antonio to Chicago & Minneapolis; and from Seattle & Eugene to Atlanta & St. Petersburg. We are by far the industry leader in mobile payments with advanced reliable technology and proven success. Our mobile payment service will provide the NCPA clients enhanced customer service that will lead to increased parking revenues while reducing parking related operating expenses. We are able to deliver these benefits with no upfront capital expenditure or increased operating costs. Case studies show a mobile payment transaction generates an average of 40% more revenue than a metered transaction. The residents, visitors and businesses will appreciate the convenience, security and reliability of the system. Customer satisfaction surveys showed recently that 95% of our members were satisfied or very satisfied with their experiences with our solution.

With a variety of product markets and parking verticals serviced, Parkmobile has consistently been able to experience tremendous success in driving both the size of our Parkmobile customer base as well as usage toward our mobile payment solution. For instance, in Washington DC alone we have been adding over 1,000 new customers daily since July 2011, totaling in more than 245,000 DC registered members to date. We feel our customer-centric approach and cutting-edge user friendly Mobile Applications have contributed greatly to this success and distinguishes us from other service providers. More than 65% of all Parkmobile transactions are conducted via one of our native patent-pending Mobile Apps.

As you will observe further in the information provided in the following pages, Parkmobile provides the only centralized database that is integrated across all parking technology platforms, connecting the full life cycle of the parking process from fee collection to enforcement to reporting. The breadth of our solutions coupled by our ability to integrate with all major meter manufacturers and enforcement providers provides NCPA clients with compelling advantages both administratively and analytically to manage their parking footprints.

With great anticipation, we look forward to your review of the following information and the next steps in the vendor selection process. In the meantime, please do not hesitate to contact me if you have any questions or need clarification regarding anything in this response.

Sincerely,



Albert D. Bogaard
Founder & CEO, Parkmobile USA, Inc.
albert.bogaard@parkmobileglobal.com

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Executive Summary

Parkmobile will provide the customers of National Cooperative Purchasing Alliance ("NCPA") the most innovative and comprehensive pay by phone parking solution available in the marketplace today. Parkmobile's leadership in pay by phone parking is reflective in over 300 successful implementations throughout the United States, Australia and Europe since 2000. Our system is designed to function in environments such as non-gated transient parking, on-street municipality parking and can be adapted to other environments if necessary.

Parkmobile USA, Inc. is a privately held company. Our investors include BCD Holdings and Fontinalis Partners, two highly respected firms within their related fields. With annual global revenues of $20.3 billion, BCD Holdings is an international market leader in the travel industry. Fontinalis Partners invests in and partners with innovative technology companies that modernize and improve transportation. Fontinalis is led by Bill Ford, a lifelong environmentalist and the executive chairman of Ford Motor Company. Many members of our executive team are also recognized leaders across related sectors of the transportation industry.

The Parkmobile solution not only delivers advanced innovation but also **proven benefits** to NCPA as outlined below:

- **Superior Customer Experience and Service** - Parkmobile delivers a new level of customer experience to customers by providing the most flexible and user friendly mobile payment interface for parking. Customers will have the ability to start their parking sessions through GPS, QR Code and NFC enhanced native mobile apps, IVR (interactive voice recognition, speech or manual entry), internet, and landline.

  Additionally, Parkmobile provides a fully staffed, US based 24/7 customer support center to ensure quality and quick resolutions to any issues that may arise as well as an online solution that has integrated expense reporting and financial reporting capabilities.

- **Large Parkmobile footprint** – The integrated Parkmobile solution provides NCPA customers a seamless mobile payment experience. Parkmobile has already a large footprint across the US with more than 210,000 parking spaces serviced in 28 states.

- **Parkmobile is integrated with parking technology vendors** – Parkmobile's open architecture (.net) enables seamless and easy interfaces (API). Since our system is based on a service-oriented architecture, our ability to integrate with current systems is greatly simplified and based upon open system standards. The Parkmobile system is interfaced with all major equipment manufacturers in the industry, including single space, multi-space, and enforcement software players. In addition, current interfaces with parking sensor companies such as Streetline and StreetSmart combines' real time available parking guidance service with easy Parkmobile mobile payments.

- **Proven ADA Compliant** – Parkmobile is the only pay by phone provider that is proven ADA compliant. ADA compliancy was an important requirement for the Boston MBTA. Parkmobile has gained extensive experience in further opening its services to the visual and hearing impaired via 24/7 toll free TTY access to its Help Desk, voice operated IVR and native mobile apps.

- **Increased Parking Revenues and Reduced Operating/Capital Expenses** - Parkmobile's clients normally experience an increase in parking revenue over typical legacy meter implementations. Additionally, most customers see reduced operating expenses associated with maintenance (such as coin collection, service, vandalism, and theft). Future capital expenses can also be minimized when pay by phone parking matures

in a market, allowing for a reduction in the number of parking meters or multi-space pay machines required on the street.

- **The Most Reliable and Accountable mobile payment solution** - The Parkmobile solution is PCI DSS Level 1 and PCI PA-DSS level 1 compliant, SAS 70 Type II certified and ADA compliant. Parkmobile is a hosted solution through a tier 1 world class partnership with Quality Tech. This redundant cloud hosting network provides for a 99.9% service level uptime guarantee. No other provider delivers this level of service reliability.

- **Today ready for tomorrow** - Parkmobile solutions are future proof. Parkmobile provides the only centralized database, referred to as Lynxx, which is fully integrated across all parking technology platforms, connecting the full life cycle of the parking process from fee collection to enforcement to reporting. This central repository, or data aggregator, for parking transactions is available to NCPA clients at no additional charge as part of the Parkmobile service offering. Additionally, Parkmobile is hardware and equipment agnostic; offers world class integrated digital permit & event management systems; bike sharing & electric vehicle charging payment solutions; and is finalizing several different types of innovative gated parking solutions. Packaging both internally-generated as well as 3rd-party parking transactions within Lynxx allows NCPA clients the ability to analyze more holistically and strategically parking assets.

  Parkmobile is also involved in demand based pricing and guidance to real-time available parking congestion charging solutions based on Co2 emission standards as part of a comprehensive parking and traffic strategy.

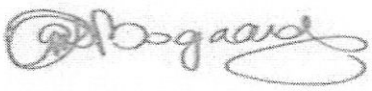
- **Experienced and Successful Management Team** - The Parkmobile management team comes from leading companies in the parking and telecommunications industries with a proven track record of success in building sustainable and scalable businesses.

- **A US Based Company with Strong Financial Backing and Strategic Vision** - Parkmobile has a long-term strategic/investment partnership with BCD Holdings and Fontinalis Partners. BCD Holdings is a global leader in the travel industry with annual revenues in excess of $20.3B. Fontinalis Partners is a leading strategic transportation technology investment firm led by Bill Ford (Executive Chairman of Ford Motor Company).

SECTION I - SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Parkmobile USA, Inc.
Address	3200 Cobb Galleria Parkway, SE, Suite 100
City/State/Zip	Atlanta, GA 30339
Telephone No.	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Printed name	Albert Bogaard
Position with company	Founder & CEO
Authorized signature	

SECTION II - NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of 4.9.2012, by and between National Cooperative Purchasing Alliance ("NCPA") and Parkmobile USA Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated 4.9.2012, referenced as Contract # NCPA05-02 (Solicitation Number), by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Integrated Parking Management System;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer,

representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis.

Annual Sales Through Contract	Administrative Fee
0 - $50,000,000	2%
$50,000,001 - $100,000,000	1.75%
$100,000,001 - $150,000,000	1.5%
$150,000,001 - $200,000,000	1.25%
$200,000,001 - $500,000,000	1%
$500,000,001 - $1,000,000,000	0.75%
$1,000,000,000+	0.5%

  - Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14

ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@NCPA.us. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
NCPA Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: P.O. Box 701273

Houston, TX 77270

Signature: [signature]

Date: 4/9/2012

Vendor: Parkmobile USA, Inc.

Name: Albert Bogaard

Title: Founder & CEO

Address: 3200 Cobb Galleria Pky., SE,
Suite 100
Atlanta, GA 30339

Signature: [signature]

Date: 3.28.12

SECTION III - VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

X 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	

☐ Maine ☐ Rhode Island

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa ☐ Northern Marina Islands

☐ Federated States of Micrones **X** Puerto Rico

☐ Guam ☐ U.S. Virgin Islands

☐ Midway Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of **Atlanta**, State of **GA**
- Felony Conviction Notice
  - Please Check Applicable Box;

    ☐ A publically held corporation; therefore, this reporting requirement is not applicable.

    X Is not owned or operated by anyone who has been convicted of a felony.

    ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:

    ☐ Manufacturer Direct ☐ Certified education/government reseller

    ☐ Authorized Distributor ☐ Manufacturer marketing through reseller

    ☐ Value-added reseller **X** Other: **Hosted Payment Solution**
- Processing Information

Provide company contact information for the following:

- Sales Reports / Accounts Payable

  Contact Person: Jason Hammond
  Title: Corporate Controller
  Company: Parkmobile USA, Inc.
  Address: 3200 Cobb Galleria Pky., SE, Suite 100
  City: Atlanta State: GA
  Zip: 30339
  Phone: 770-818-9036
  Email: 770-818-9039

- Purchase Orders

  Contact Person: Jason Hammond
  Title: Corporate Controller
  Company: Parkmobile USA, Inc.
  Address: 3200 Cobb Galleria Pky., SE, Suite 100
  City: Atlanta State: GA
  Zip: 30339
  Phone: 770-818-9036
  Email: 770-818-9039

- Sales and Marketing

  Contact Person: Brent Paxton
  Title: Commercial Managing Officer
  Company: Parkmobile USA, Inc.
  Address: 3200 Cobb Galleria Pky., SE, Suite 100
  City: Atlanta State: GA
  Zip: 30339
  Phone: 770-808-9036
  Email: brent.paxton@parkmobileglobal.com

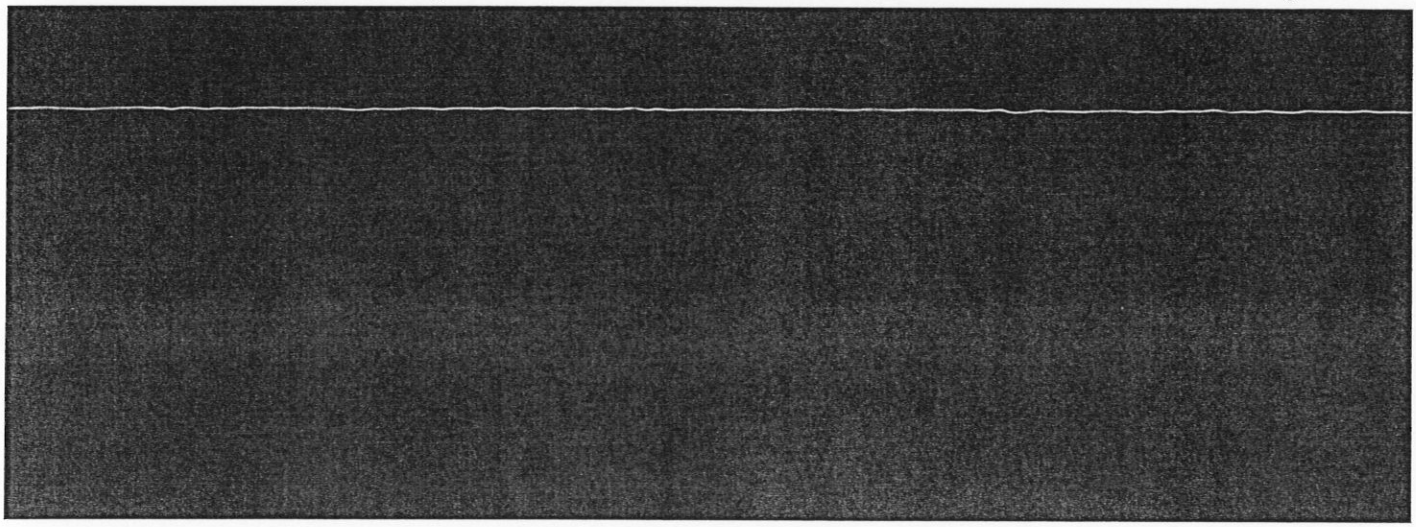
- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

    X Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    X Yes ☐ No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    ☐ Yes **X** No

- Cooperatives [redacted]
  - List any other cooperative or state contracts currently held or in the process of securing.



SECTION IV - VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.
  Answer: Parkmobile USA, Inc.

- Brief history of your company, including the year it was established.
  Answer: Parkmobile is the most innovative and comprehensive integrated parking solution available in the marketplace today. Parkmobile's leadership in parking technology is reflective in over 300 successful implementations throughout the United States, Australia and Europe since 2000. Our core parking products include pay by phone; digital (virtual) permit management systems inclusive of event parking; integrated gated/non-gated parking management solution; a consolidated & centralized parking database; and a financial reporting platform. We also have been able to achieve integrated solutions with strategic partners in the transportation industry for In-Car Meters, Electric Vehicle (EV) Charging Stations as well as Real-Time Parking Availability applications.

  Parkmobile Group was founded in 1999. Since then it has grown to become the dominant revenue and market share leader in Europe. Parkmobile USA was established in 2008. The company is now developing strategic partnerships in the South American, Canadian and Australian markets. Parkmobile USA, Inc. is an American-based company. All of our resources from the call center to our IT staff are located in the US. The corporate headquarters is in Atlanta, Georgia and we have regional teams working across the country. Parkmobile's Australian headquarters are in Sydney and our European sister company, Parkmobile Group, is in Amsterdam/London.

  Parkmobile USA is a privately held company. Our investors include BCD Holdings and Fontinalis Partners, two highly respected firms within their related fields. With annual global revenues of $20.3 billion, BCD Holdings is an international market leader in the travel industry. Fontinalis Partners invests in and partners with innovative technology companies that modernize and improve transportation. Fontinalis is led by Bill Ford, a lifelong environmentalist and the executive chairman of Ford Motor Company. Many members of our executive team are also recognized leaders across related sectors of the transportation industry.

  Perhaps the most important feature that has driven our success is our native mobile app, which we continue to improve upon with added functionality. We recently enhanced its customer friendly interface, making pay equipment even closer to obsolescence. The latest version of the Android mobile app now has the capability of beginning a parking transaction via QR code scan (image displayed on Parkmobile's signage). Furthermore, the mobile app offers Near Field Communication (NFC) functionality as the NFC chip is deployed in conjunction with adhesive signage. Both the QR Code and NFC features allow Android users to scan or tap their phone utilizing the Parkmobile sticker. In both scenarios, the parking zone number and space number (when applicable) are automatically loaded in the designated app fields. Only a selection of the preferred parking duration (when applicable) is required to complete the parking transaction. The Android smart phones are showing the biggest growth in the smart phone segment and a majority of the large brands have built their latest models with the NFC chip included in the phones exterior shell. Smart phones with other operating systems (Apple, Windows, Symbian, and BlackBerry) will introduce new models with built-in NFC chips.

Parkmobile is already prepared to release native mobile apps for these operating systems when NFC becomes available on these smart phones.

Parkmobile has an avid dedication to a simple, customer-friendly, and adaptable mobile app. We recently took feedback from our customers and established a User-Focused Project Plan to improve upon the features and functionality of the mobile apps released to market (iPhone, Android, BlackBerry, and Windows Mobile 7). As a result of this Plan, we have seen dramatic movement towards parking with the mobile app as almost 70% of our customer base has chosen this payment method.

Moreover, downloads of our different mobile apps are growing at remarkable pace:

Mobile App Statistics	
	Downloads
Weekly Avg	6,503
Daily Avg	925
Weekly High	7,487
Daily High	1,256
Currently over 500 Ratings and 150+ reviews	

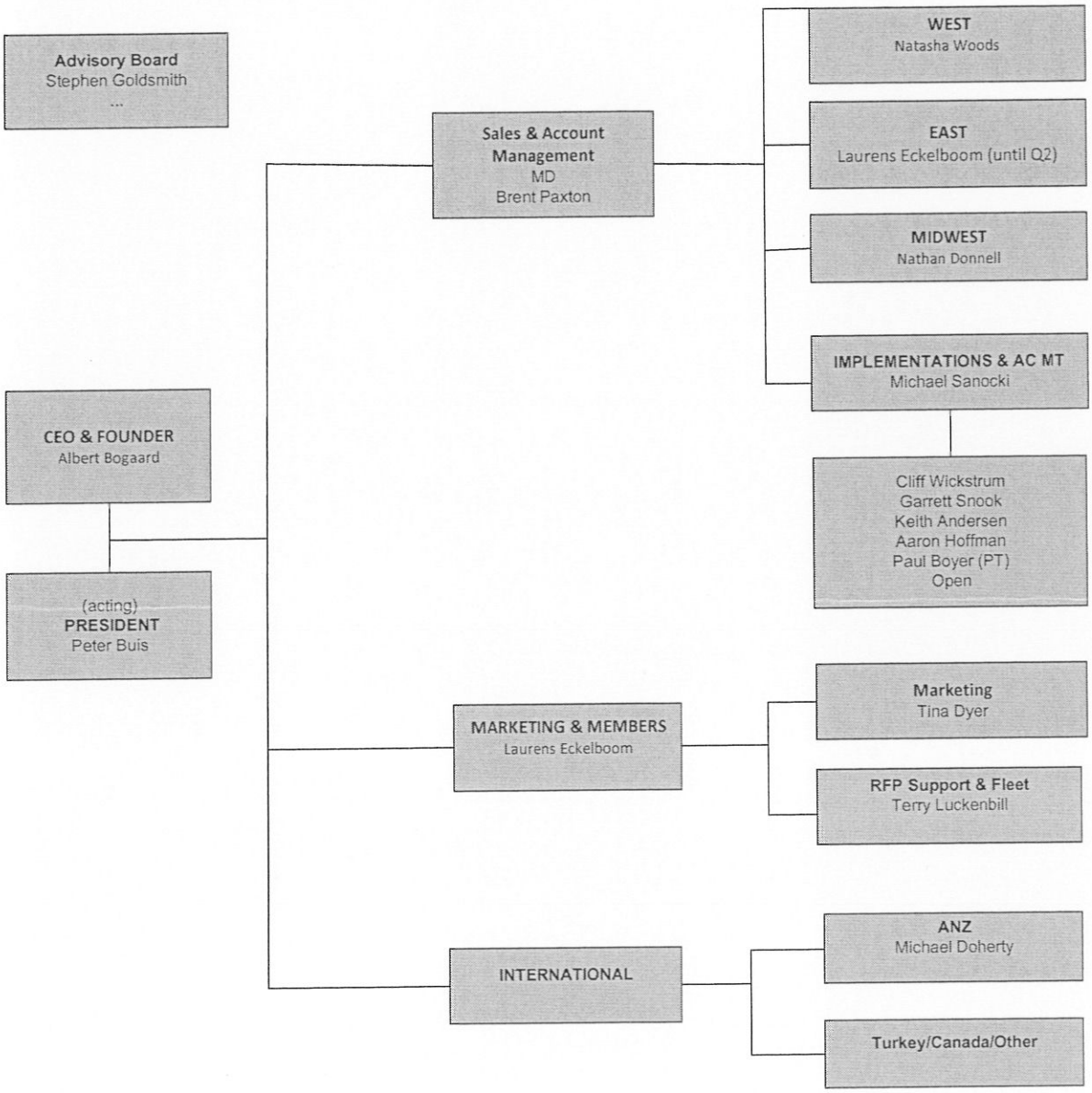
Given this surge of volume, we are adding per week more downloads than the total downloads of any of our competitors. Furthermore, in the past two months, we have ranked (in number of downloads) with Apps from GoDaddy, SalesForce, UPS, Intuit, Cisco Webex and more. We have also consistently been in the Top 25 downloaded apps in the iTunes App Store under the business category. Proof of the adaptability of our solution to the public is also evidenced by the recent article in the September 2011 edition of Inc. Magazine, naming the Parkmobile app as one of the "7 Must-Have Apps for Salespeople" (see full article at http://www.inc.com/ss/7-must-have-apps-for-salespeople#6).

- Company's Dun & Bradstreet (D&B) number.
  Answer: 013883746

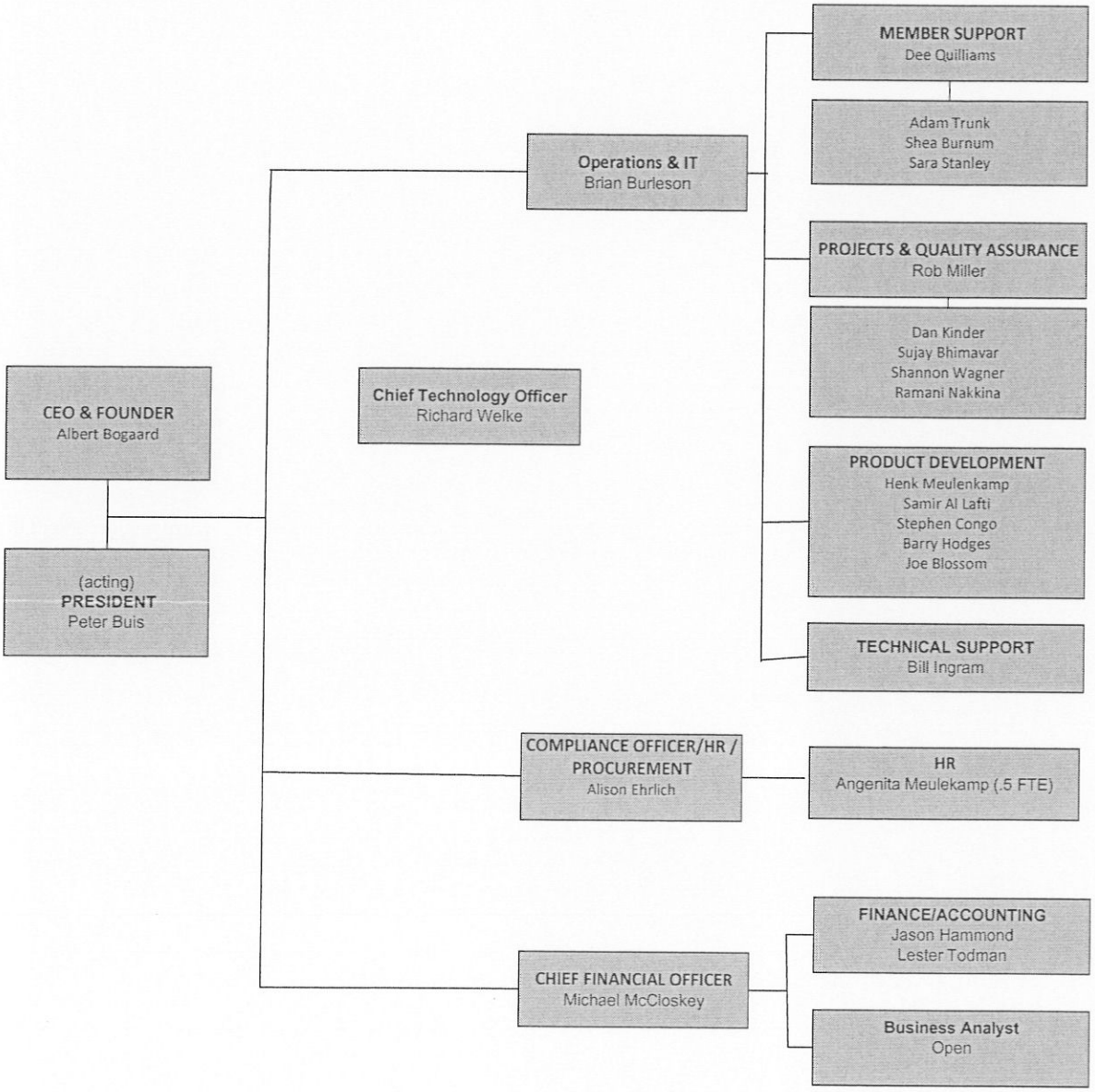
- Company's organizational chart of those individuals that would be involved in the contract.

  Answer: Organizational Charts are found on the following pages.

The Commercial Team



The IT, Ops, HR and Finance Team



- Define your standard terms of payment. **Answer:** Net 30

- Who is your competition in the marketplace? **Answer:** Parkmobile's full product offering has no direct competition in the United States.

- [redacted]:

[redacted]

- What differentiates your company from competitors?

  Answer: Parkmobile has built a reputation as innovation leader and has many times been awarded for introducing and implementing new technologies. With our suite of solutions, NCPA clients are prepared for the future and able to provide a superior customer experience for their customers.

For end users:

- Parkmobile introduced mobile apps (native iPhone, BlackBerry, Android, Windows Mobile 7 and a generic web browser version) as a fast and user friendly options to use our service from begin to end; direct on-street registration, add or change information (e.g. license plate numbers, credit card information) or start another parking transaction;
- Parkmobile features create an enhanced user experience, e.g. users can link multiple vehicles to their cell phone number, or multiple cell phone numbers to one vehicle;
- Introduction of cost centers for business users to facilitate cost allocation, and parking data that is exportable to excel or csv optimizing administrative processes;
- 24x7 helpdesk located in Florida;
- Introduction of Referral and loyalty programs later this year;
- Online customer satisfaction surveys to measure customer satisfaction and provide room for ideas and suggestions of our user groups; and
- Parkmobile users can use our pay by phone parking services all over the country, facilitating visitors to easy park in NCPA.

For NCPA:

- Parkmobile's centralized database does not only enhance integrated enforcement of pay by phone, digital permit management system or multi-space / single space meters (after integration), but also provide future options to optimize enforcement with integrated drive by enforcement solutions;
- Parkmobile's central database system offers consolidated financial and statistical data for Clients to analyze and optimize revenue;
- Parkmobile offers integration of on-and off-street parking (later this year) allowing pay by phone parkers or permit holders easy access to NCPA client's garages or gated facilities (multiple options, e.g. static QR, RFID or NFC);
- Future development of GPS parking, which will lead Parkmobile parkers to available parking spaces for NCPA clients;
- Future development of innovative toll or congestion charging solutions, further increasing the NCPA client's ability to manage traffic, and stimulate the use of environmental friendly vehicles such as hybrid or electrical cars; and
- Parkmobile will offer pay by phone parking for electrical cars (including charging stations) later this year, which allows electrical car users to park and charge via their pay by phone account

New Mobile App Releases

Parkmobile has further enhanced its customer friendly mobile payment solutions, making pay equipment even closer to obsolescence. The latest version of the Android mobile app now has the capability of beginning a parking transaction via QR code scan (image displayed on Parkmobile's signage). Furthermore, the mobile app offers Near Field Communication (NFC) functionality as the NFC chip is deployed in conjunction with adhesive signage. Both the QR Code and NFC features allow Android users to scan or tap their phone utilizing the Parkmobile sticker. In both scenarios, the parking zone number and space number (when applicable) are automatically loaded in the designated app fields. Only a selection of the preferred parking duration (when applicable) is required to complete the parking transaction. The Android smart phones are showing the biggest growth in the smart phone segment and a majority of the large brands have built their latest models with the NFC chip included in

the phones exterior shell. Smart phones with other operating systems (Apple, Windows, Symbian, and BlackBerry) will introduce new models with built-in NFC chips. Parkmobile is already prepared to release native mobile apps for these operating systems when NFC becomes available on these smart phones.

Intuitive and easy to use for parkers:

- Biggest selection to start and stop a parking transaction: IVR, SMS/TXT message, mobile apps (native iPhone, BlackBerry, Droid, Windows Mobile 7, and mobile browser apps available), and internet.
- SMS/TXT message alert 15 minutes before parking transaction will reach maximum available time and will be automatically deactivated included (after opt-in)
- Help Desk 24x7 available (both toll free number and email) with well trained and motivated agents
- Registration via internet (www.parkmobile.com), and quick and easy on-street registration options or download of mobile app which allows one/off transactions and direct access to first time users
- Mobile apps offer extremely fast and user friendly options to add or change in formation, or start another parking transaction. A new or temporary license plate is real time added and directly available for a parking transaction
- Users can link multiple vehicles to their cell phone number, or multiple cell phone numbers to one vehicle

- Describe how your company will market this contract if awarded.

Answer: A comprehensive marketing & public relations campaign is crucial to drive pay by phone adoption rates to at least 30% after 3 years. Parkmobile has implemented pay by phone parking in more than 300 locations since 2000 and has extensive experience with developing service usage rates to this level and higher. As no other provider in the industry, Parkmobile has the knowledge and experience to drive adoption rates to even higher numbers. A balanced multimedia channel mix for targeted user audience groups and local presence from pay by phone "Ambassadors" will help create public awareness and contribute to a superior customer experience.

In addition, the success of any program is dependent not only on the quality of the product but also the ability of the team to inform the public and garner interest. When Parkmobile begins a new implementation, a street team of Ambassadors is locally hired and trained to blanket the area. Parkmobile will train this staff and have them work with our marketing team to understand the neighborhood(s) targeted for implementation. The Ambassadors will distribute information regarding pay by phone, discuss benefits with potential users, and answer any immediate questions. This "on-the-ground" approach within the community has proven successful to Parkmobile implementations.

Parkmobile will also utilize community outreach programs whenever possible. This can be accomplished through local media, social media and the client's website. We believe in many cases there will be interest in the implementation by both print and televised media that will be reported. The team is able to leverage this media interest through contacts with newspapers, television and radio stations in order to build interest weeks before the implementation as well as the day of. The team will also purchase a few focused print ads and media spots. For example, purchasing short radio

bumper ads (the 10 second lead-in spots) prior to the traffic report on a radio station is an effective way to target drivers who may use this service.

The team will also provide content for the NCPA and NCPA websites as well as local client web-sites describing pay by phone and its benefits. Parkmobile's Facebook page, as well as a Twitter account, will be used as a way to communicate to people who are interested in social media technology as they are often also interested in innovations such as pay by phone.

The team is confident that this multifaceted marketing approach will assist in a substantial adoption rate for pay by phone.

A detailed standard marketing plan is provided as **Addendum - I** and can be adjusted to meet the specific needs of any client.

Sample Signage/Stickers/Wallet card are found as **Addendum - VI**.

- Describe how you intend to introduce NCPA to your company.

Answer: We have several options available to introduce Parkmobile to NCPA that include webinars, personal visits, sales presentations and trade shows. In addition, we are open to any suggestions NCPA may have that will build and strengthen our partnership

- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Answer:

SYSTEM SUMMARY

How it Works

The pay by phone product serves daily parking needs for curb side parking and surface lots. With Parkmobile's extremely flexible operating platform, a variety of rate structures can be supported for a particular day. Parkmobile's customers have more options to register and use our service then just through our web-site and the following will provide a complete summary of our pay by phone solution. Once the appropriate rate configurations have been completed, the following outline highlights the customer's parking experience:

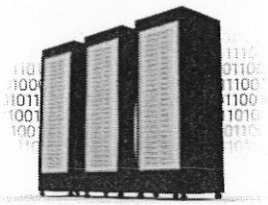
Pay by Phone Parking

Parking

Driver pulls into a Parkmobile parking space. The driver can register with Parkmobile in advance or when parking. A driver only has to register once to park anywhere in the United States. **Registration is free of charge.**

Parkmobile Activation

Driver uses one of our native mobile apps or calls Parkmobile's toll-free number on the sign or meter and speaks or keys in the parking zone number. Transactions can also start with landline or internet options. Parkmobile confirms the zone and parking rate. This process takes significantly less time than the current multi-space meter process.



Centralized Data Management

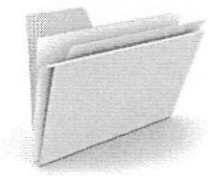
Information is instantly sent to Parkmobile's centralized data management system and is immediately available to the parking provider. All information is protected using a SSL-256 bit encryption process. Our SQL servers are maintained and hosted in a secure and redundant cloud using a SAS-70 and PCI certified service provider here in the U.S.

Enforcement

We're hardware agnostic and can integrate with current web-enabled enforcement devices, provide a feed to license plate recognition (LPR)-driven systems, and are integrated with most large enforcement system providers.

Session Expires

Money is authorized and collected from registered users in real-time based on the session selected by the customer using a secure electronic funds transmission process. We are PCI DSS and PA-DSS Level 1 compliant.



Reports

Drivers and parking providers have real-time access to data showing when parking started and stopped and the total charges incurred. A wide variety of reporting tools are available, from specific dates or parking zones to global reports.

Registering for Service

Parkmobile offers users fast and easy (on-street) account set up options. People can register via internet (www.parkmobile.com), mobile website, download one of our native mobile apps (iPhone, Blackberry, Android, Windows Mobile 7, and a generic browser version) or call the toll free 800 number and register via the IVR or helpdesk. Required information:

- Credit card information (number, CVC, expiration date)
- License plate number
- (Optional) Zone number (if user wants to park immediately)

Access to the Service
Parkmobile users have access to the service via:

- Mobile apps (native iPhone, Blackberry, Android, Windows Mobile 7, and a generic browser version)
- Toll free 800 number (DTMF and speech)
- Internet (via username and password protected personal pages)
- Land line
- Help Desk
- TTY via the Help Desk

Ease of Use (Intuitive)
Parkmobile pay by phone parking provides a superior customer experience and is intuitive and easy to use:

- Simple selection options either to start and stop a parking transaction or purchase "blocks" of time via: mobile apps (native iPhone, BlackBerry, Android, Windows Phone 7, and mobile browser apps available), IVR (both speech and manual entry of data), helpdesk, TTY, landline and individual on-line account (called "Personal Pages")
- Email confirmation message indicating that a parking transaction has started
- SMS/TXT or email message alert 15 minutes before parking transaction will reach maximum available time and will be automatically deactivated
- US helpdesk available 24/7 (both toll free number and email) with well trained and motivated agents
- Tier 2 Customer Support Center in Atlanta, GA with five Parkmobile veterans available M-F 8am-6pm EST
- Registration via internet (www.parkmobile.com), and quick and easy on-street registration Users can real-time add new or temporary license plate, link multiple vehicles to their cell phone number, or multiple cell phone numbers to one vehicle
- Mobile apps offer extremely fast and user friendly options to add or change in formation, or available for a parking transaction

♦ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Answer:
Tier 1 – First level support. First level support is provided by a dedicated team of call center agents available to take calls for those requiring assistance in either registration or use of the system. Currently Parkmobile has a team of 10-12 dedicated agents for first level support during the business day (7am to 7pm Mon – Fri). A smaller team of 2-3 dedicated agents are available on Saturday during parking hours. The size of the team is scalable to support increases in traffic volume. Currently this

team averages approximately 4000 calls per week. The average speed of answer (ASA) is 9 seconds. Abandonment rate is less than 4%. Average occupancy of dedicated agents is 59%.

Tier 1a – First level support overflow. To support higher traffic volumes during peak periods and on nights and weekends Parkmobile utilizes a team of pooled call center agents. This team can scale to meet spikes in demand and allows the flexibility to support significant changes in volume caused by marketing efforts and new launches.

Tier 2 – Second level support. Parkmobile utilizes an internal team of Customer Service employees to handle escalations and to provide direction and support to the Tiers 1 and 1a. The Manager of the second level support meets weekly with the Tier 1 management to determine direction, review any issues raised, and provide training and instruction on any new implementations. Parkmobile forecasts call volumes on a rolling quarterly basis which allows the flexibility to hire and train additional dedicated Tier 1 agents prior to implementation.

Additionally, Parkmobile's Customer Service Call Center and Support staff operations are PCI compliant.

Parkmobile manages all customer phone calls and customer complaints. Residents, businesses and visitors who use Parkmobile pay by phone parking have 24/7 access to the Parkmobile Helpdesk via a toll free 800 number that will be provided. The Helpdesk services are provided by IRT, a premium service provider. All Helpdesk representatives are well trained and equipped with username and password protected SSL 256 encrypted help desk pages, and are able to real-time assist customers.

The Helpdesk has a capacity of 150 call agents who are Parkmobile trained. The highest number of calls handled simultaneously to this point in time is 85, and our maximum capacity is currently 100 simultaneously (and easy to increase if necessary). Parkmobile has a Tier 2 Customer Support Center Helpdesk that resides in Atlanta, GA with highly trained and educated internal Support Representatives, during Business Days from 8.00 – 18:00 EST. Direct questions and customer complaints will be transferred to this Support Center to maximize customer satisfaction and customer experience. Customer emails are handled by this Tier 2 Team within 24 hours.

IRT, Parkmobile's help desk service provider, provides Parkmobile a daily disposition report including parking transactions started, extended and stopped by the help desk. This data will be shared with NCPA clients as part of the monthly management report set. Current customers utilizing the Help Desk to begin transactions is minimal and most always is attributed to a newly-enrolled user who begins a parking transaction after completing his initial registration with a live agent.

IRT also provides Parkmobile a monthly disposition report. This report contains the top 3 three dispositions (customer requests) per month. This data will be shared with NCPA clients as part of the monthly management report package.

- Green Initiatives
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout US to reduce our carbon footprint, reduce waste, energy conservation,

and ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Answer: Parkmobile supports green initiatives in any means available through its pay by phone solution. This includes GPS tracking through our mobile app to assist parkers in finding an open parking space reducing drive time. We also have a solution for our customers to pay for charging their electric vehicles via their smart phone. The following letter from Bill Ford clarifies our commitment.

As previously stated, Parkmobile has a long-term strategic/investment partnership with BCD Holdings and Fontinalis Partners. BCD Holdings is a global leader in the travel industry with annual revenues in excess of $20.3 billion. Fontinalis Partners is a leading strategic transportation technology investment firm led by Bill Ford (Executive Chairman of Ford Motor Company).

A message from William Clay Ford, Jr.

Twenty years ago many people talked about environmental sustainability and good business practices as though they were mutually exclusive. It was difficult to convince them otherwise. Today it's an easier conversation. In fact, the best way to make businesses more profitable is to offer products and services that are sustainable in every sense of the word. This is especially true in transportation industries.

It's important to invest in what you believe. To that end, I co-founded Fontinalis Partners, a firm that strategically engages with companies offering environmental improvements within transportation-related industries. In January 2010 we invested in Parkmobile USA, a company that provides a web-based suite of parking management solutions.

Parking is a critical component of transportation. The world's automotive fleet is now at 800 million vehicles and is projected to reach 2 billion by midcentury. Most of these vehicles are concentrated in urban areas, and as car density increases, so does the challenge for drivers to use and park their vehicles.

The parking process is intricately connected to traffic issues. Recent studies suggest that drivers who are looking for parking spaces generate anywhere from 28-45% of urban traffic congestion. Besides being a global contributor to pollution, heavy traffic is expensive for cities and for businesses. By implementing efficient parking management systems, cities can reduce congestion and the associated environmental and economic costs.

It's inspiring to find business platforms that can lighten our collective carbon footprint and improve local economies. I'm equally impressed by the people at Parkmobile who have committed their professional expertise to the success of the company.

The Parkmobile story is about much more than parking. It's about looking ahead and advancing an industry with new technologies. It's about improving the consumer experience and designing efficient processes. And it's about making the planet a little greener along the way.

I invite you to learn more.

William Clay Ford, Jr.

Founding Partner, Fontinalis Partners

Executive Chairman and Chairman of the Board, Ford Motor Company

- Vendor Certifications
  - Vendors must provide copies of the following certifications:
    PCI PA-DSS Level 1
    SAS 70 Type II

    PCI PA-DSS Level 1 and SAS 70 Type II certifications are found as **Addendum - II**.

  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

    Answer: Parkmobile USA, Inc is licensed to do business in approximately 35 states throughout the United States and certification are too numerous to provide all of them. We are providing several as a part of **Addendum - II** and will supply all upon request. In addition we are providing a summary of all our state licensing. Parkmobile is not an MBE, DBE, WBE or associated with HUB and in addition, we are not a manufacturer so we do not have these types of certifications.

    The certifications are hard copy only so will not be a part of the electronic submission.

SECTION V - PRODUCTS AND SERVICE/SCOPE

User Requirements

- **Payment Options -** The mobile payment for parking system must have the following payment options:
  - Mobile payment system (IVR) - **Compliant**
  - Pay by mobile application - **Compliant**
  - Pay by web - **Compliant**

- **Mobile payment for parking system (IVR) -** The vendor must provide an IVR system with the following requirements:

  Users can call a toll free or local number. - **Parkmobile's system is based on the parker using a toll free 800 number to start an IVR parking session. The 800 number is integrated with the 24/7 help desk should the parker need assistance.**

  - The system recognizes the user (account) based on the incoming number. - **Compliant**
  - One account can be associated with multiple landline or cellular phone numbers. - **Compliant**
  - The IVR system must recognize user inputs by touch tones and speech. - **Compliant**
  - The IVR system must have menu options and dialog, including: - **Compliant**
    - Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account. - **Compliant**
    - Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase. - **Compliant**
    - Sign up as a new user - **Compliant**
  - If a user selects the option to begin parking, the system must:
    - Prompt for a meter/block/zone ID. - **Compliant**
    - Query the parking system inventory to confirm that parking is permitted at the current time. - **Compliant**
    - Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay. - **Compliant**
    - Confirm that the purchase is complete. - **Compliant**

    Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email. **Compliant for reminders via SMS. Parkmobile is also capable and currently sends a reminder email to the customer. Automated phone calls are currently not available but could occur through our 24/7 Help Desk for a small user fee**

    Prompt for the number of minutes before the expiration to send the reminder. **The**

Parkmobile system automatically sends a text or email reminder 15 minutes before the session ends. Configurable minutes for reminders would require further development.

- If a user selects the option to extend parking, the system must:

  - Verify that there is a currently active parking session. - **Compliant**
  - Prompt for the time to extend. - **Compliant**
  - Confirm that the extension is complete. - **Compliant**

The following provides a step by step process to register, start a duration parking session and extend a parking session using Parkmobile's voice recognition system

Registering for a Parkmobile Account

To register for a Parkmobile account:

1. Locate the Parkmobile Pay by phone sign or sticker.
2. Call the 1-877-PARK-XXX number on the sign/sticker.

   The automated phone system will step you through the registration process.
3. The first prompt asks if you want to park using an existing 10 digit account phone number, if not then it will start the registration process. Hold on the line until it asks for your license plate number.
4. When prompted for your license plate number, slowly say each letter/number in your license plate number into the phone.
5. The automated phone system will confirm what it heard you say. If it is correct, say **Yes** or press **1** using your phone's keypad.
6. The next prompt asks you to say the state or province where the license plate number is registered. Say the state or province.
7. The automated phone system will confirm what it heard you say for the state or province. If it is correct, say **Yes** or press **1**.
8. You will be asked to say or enter your credit card number using your phone's keypad.
9. Say or enter the credit card's expiration date.
10. Say or enter the credit card CCV number located on the back of most cards.

    Note: For American Express cards, the CCV number is located on the right front side above the credit card number.

    The automated phone system will verify your credit card information to make sure that it is a valid card.
11. After the credit card has been authorized, the automated phone system will provide you with a quick summary of the terms and conditions.

    If you agree to the terms and conditions, say **Yes** or press **1**.

    You are now registered and your user name and password for the Pay by phone system available at www.parkmobile.com is texted to you.
12. You will be asked if you'd like to start a parking transaction at this time, if you would, say **Yes** or press **1** and follow the steps for starting a parking transaction.

    If you do not want to start a parking transaction, say **No** or press **2**.

Start Duration Parking

For start duration parking, you are charged a fee based on the *block of time* requested.

To use the start duration parking action:

1. If you have previously registered and are calling the automated phone system to park, locate the Parkmobile Pay by phone sign or sticker.
2. Call the 1-877-PARK-XXX number on the sign/sticker.

   The automated phone system will step you through starting a parking transaction
3. You will be prompted to enter the zone number. Enter the zone number located in the black box on the Parkmobile Pay by phone sign or sticker using your phone's keypad.
4. The automated phone system will confirm the zone number entered. If it is correct, press **1** for yes, or **2** for no.
5. If a space number is required for that zone, enter your space number at the prompt.
6. The automated phone system will confirm the space number entered. If it is correct, press **1** for yes, or **2** for no.
7. The automated phone system will tell you what the maximum duration is for that zone and how you can select your time for parking. Enter the amount of time you want to park.
8. The automated phone system will inform you of when your time will end for the zone and space number you entered and the charge for that time. If you agree, press **1** for yes.
9. Hold while the transaction is processed to your credit card on file. When it is processed, you are now parked and the automated phone system will tell you to have a great day.

Extend Parking

The extend parking option is *only available* on a current parking session where you have set a *parking duration time* and where the zone is set to allow extensions.

To extend parking:

1. Call the 1-877-PARK-XXX number on the sign/sticker.
2. The automated phone system will ask if you want to end (stop) your current parking transaction. Press **2** for no.
3. You will be asked if you want to extend your parking. Press **1** for yes.
4. You will be asked to enter the amount of time you want to extend the parking transaction. Enter the time.
5. The automated phone system will inform you of when your time will end for the zone and space number you entered and the charge for that time. If you agree, press **1** for yes.
6. Hold while the transaction is processed to your credit card on file. When it is processed, your parking is extended.

- **Pay by Mobile Application** - The vendor must provide smart phone applications with the following requirements:

  - Mobile applications need to support existing and new Android, iOS, BlackBerry and Windows Mobile 7 versions, in addition to a browser version. - **Compliant**

  - Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent. - **Compliant**

  - Applications can be downloaded or redirected from the vendor's website. - **Compliant**

  - Applications can be downloaded or redirected from NCPA's website. - **Compliant**

  - When a user launches the application, it must:

    - Prompt for the username and password (for registered users). The application must have the ability to save the username and password to expedite future log ins. - **Compliant**
    - Provide an interface to sign up as a new user. - **Compliant**

  - Upon logging in, the application must have the following options, with identical functionality to that of the IVR system:

    - Begin parking via GPS, QR Code, NFC or manual entry. - **Compliant**
    - Extend parking. - **Compliant**
    - Check account balance. - **Compliant**
    - Recharge account with credit card on file. - **Compliant**

  - In addition, the application must also have the following functionality:

    - Manage account: Add, remove, or edit a credit card. - **Compliant**
    - Manage account: Add, remove, or edit a vehicle. - **Compliant**
    - Manage account: Select a primary vehicle. - **Compliant**
    - Manage account : Add funds to the account from a credit card

  Answer:

  Parkmobile Wallet - Powered by Citibank

  Parkmobile can offer NCPA and its customers the ability to participate in its exclusive "Mobile Wallet" program powered by Citibank. The Wallet payment method allows customer to create an account in which a specific dollar amount of money will be stored for future payment of their parking transactions. By selecting the Wallet option during registration, or opting-in at a later date, the customer is entitling Parkmobile to charge their credit card(s) for a specific dollar amount they have elected. That money is then held within an account (at Citi – just like a bank account) and with each transaction the money is depleted from the account.

Customers are not responsible for tracking the outgoing payments to determine if they need to replenish their account (like a pre-paid card) as the Parkmobile system automatically replenishes the account once an account has decreased enough to cross a threshold value of $5.00. The amount charged to the credit card is always equal to the amount selected by the customer when they selected the Wallet payment method.

In the Wallet scenario, Parkmobile acts as the merchant in the arrangement and passes Net Parking Revenues daily to NCPA clients. While Parkmobile is covering credit card costs from Wallet deposits/reloads, bank transfers, and any other fees, the traditional costs associated with individual parking transactions can be greatly reduced. Depending upon the pricing option selected by NCPA clients, Parkmobile can either absorb the wallet administrative costs or share the savings with NCPA clients that are earned by customers using a Wallet Account.

Parkmobile is also currently working on an additional payment program with Citibank to allow customers to fund the loading of a Wallet Account via their bank account or direct cash payment. Customers would be able to go to their bank web-site and transfer cash directly into their Mobile Wallet. "Cash Preferred" (or under banked) customers could load cash onto their Wallet account through an agent network similar to the way consumers buy prepaid phone cards.

Alternatively, Parkmobile has discussed with Citibank the following options:

- Reloadable Card– In addition to the Mobile Wallet, customer could also have the option of receiving a plastic card that could be used for parking in the city. Furthermore, a single card can easily be reloaded with new funds, which would be much more convenient for the parker. Citi also provides the benefits of being a bank which means that all funds are FDIC insured.

- Payment Card Functionality – The Mobile Wallet could also be used to purchase other items from and within the City – all at a lower transaction cost than a traditional credit card. For example, consumers could use their card to pay for traffic tickets or usage of park facilities.

  - Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, Payment method, License plate number, Meter/block/zone ID. - **Compliant**

- For new or extended parking sessions, the application must:

  - Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off. - **Compliant**

- The application must have industry-level standards to encrypt and secure credit card and other personal data. - **Compliant**

- **Pay by Web -** The system must provide a website with the following requirements:

  - Participant must have the option to have a customized website (e.g. http://www...com/NCPA) or use the participant's standard website. **A customized web-site, if deemed necessary, can be offered separately after understanding NCPA client's scope for the project and agreeing to a Statement of Work.**

  - Support desktop and mobile browsers. - **Compliant**

  - When a user launches the website, it must:

    - Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins. - **Compliant**
    - Provide an interface to sign up as a new user. - **Compliant**

  - Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:

    - Begin parking. - **Compliant**
    - Extend parking. - **Compliant**
    - Check account balance. - **Compliant**
    - Recharge account with credit card on file. **Answer: Please see wallet information provided in the Pay by Mobile Application section of this proposal.**
    - Manage account. - **Compliant**
    - Transaction history. - **Compliant**

  - The application must have industry-level standards to encrypt and secure credit card and other personal data.

- **Account Management -** The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.

  - All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data. - **Compliant**

  - Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system, and through a live customer service representative. - **Compliant**

  - Users must be able to create new accounts with the following parameters:

    - Username (email). - **Compliant**
    - Password. - **Compliant**
    - Phone number(s). - **Compliant**
    - License plate number(s). - **Compliant**

- Credit card number. - **Compliant**
- Billing name and address. - **Compliant**

- Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:

  - Date and time. - **Compliant**
  - Duration. - **Compliant**
  - Rate. - **Compliant**
  - Total amount. - **Compliant**
  - Payment method. - **Compliant**
  - License plate number. - **Compliant**
  - Meter/block/zone ID. - **Compliant**

  The ability to view history for the customer's past 5-10 transactions as outlined above is currently in development and set to be released on the newest update for all Mobile Apps at the end of the 2nd Quarter 2012. Moreover, all transaction history is always available to the customer via his/her individual Parkmobile on-line account (Personal Page) and easily accessible with any web-enabled phone.

- Users must able to configure reminders for session expirations, including the ability to:

  - Enable or disable reminders. - **Compliant**
  - Configure the type of reminder (SMS or email). - **Compliant**

  - When funding an account, the system must have the ability to impose a minimum charge/recharge amount. - **Compliant : Please see wallet information provided in the Pay by Mobile Application section of this proposal.**

- The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount. **Compliant : Please see wallet information provided in the Pay by Mobile Application section of this proposal.**

- The system must be able to support both pay per transaction and pay out of a "mobile wallet" models. **Compliant : Please see wallet information provided in the Pay by Mobile Application section of this proposal.**

  - The participant must explain any difference in cost between these two models. B
    - **No cost difference exists between the different payment methods or models.**

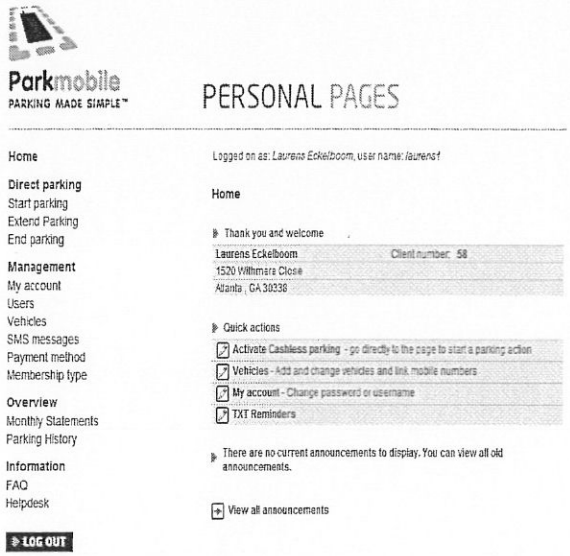
Managing your Parkmobile Account - Summary

Parkmobile's customers can view their account profile via the internet. Customer's access the web site via a username and password and enter their protected (and SSL 256 'Padlock') encrypted Personal Pages that are available 24/7 for every user. On the Personal Pages, customers are able to view their current user profile and add or change data. The Personal

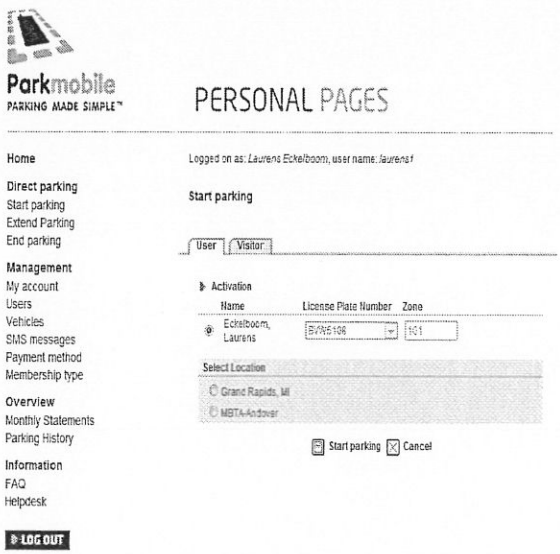
Pages also provide real time parking information via the parking history and a monthly statement of all parking transactions in PDF format. Credit card details can be changed in a PCI DSS and PA-DSS level 1 process. Parking data history can be exported, with several query options, to excel or CSV and reused for multiple purposes. Parkmobile also offers customers the option to start and stop a parking transaction online.

Another alternative for managing an account would be through the customer's Mobile App. Settings functionality is available for each Mobile App, allowing the customer the ability to make real-time changes to his/her account (credit card info, vehicle license plate additions/deletions, favorite zones or cars, account profile, etc). Also forthcoming is the ability to view recent parking transaction within the Mobile App, available by the end of the 2nd Quarter 2012.

Parkmobile Personal Page Screenshots

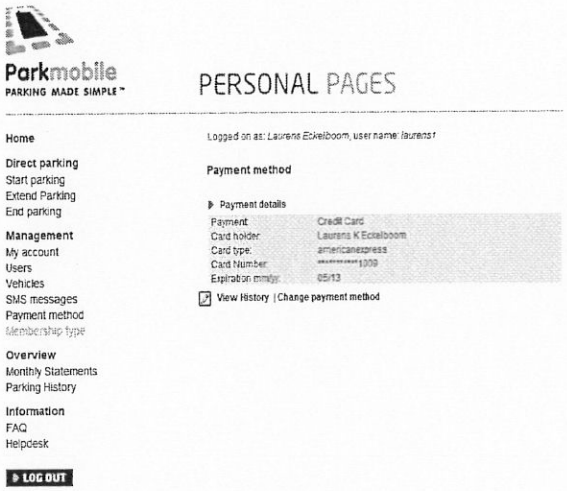


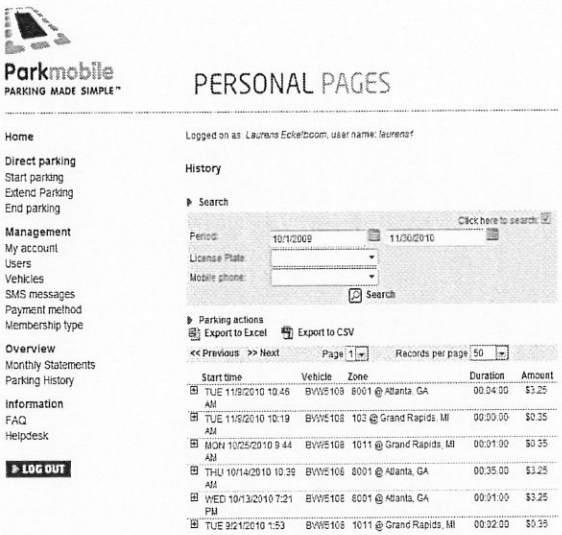
Home page Online Account 'Personal Pages'



Visitor parking option with zone number tracker

The Personal Pages offer users a convenient and intuitive way to manage their accounts. Additional information, such as zone number (meter number) information is available. The padlock icon is a guarantee of safety and security.

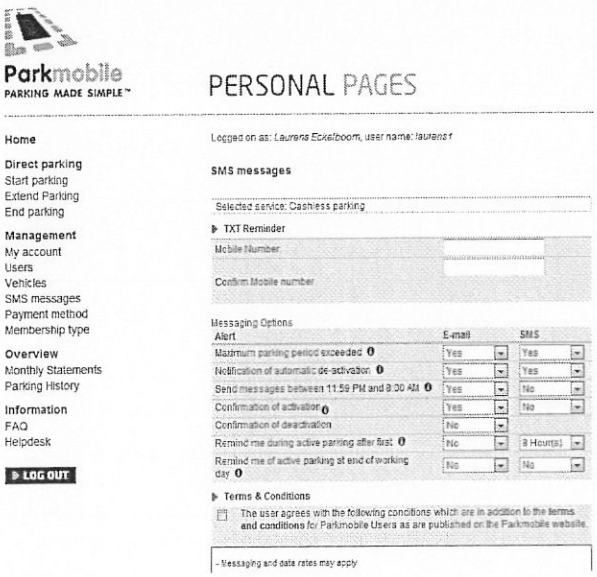


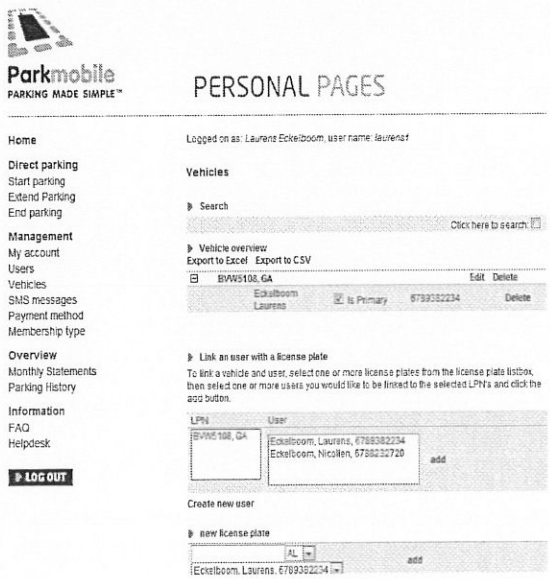


Modify Credit Card details

Real time parking information

Credit cards details are stated according to PCI DSS and PA-DSS level 1 compliance protocol. The parking history states real time parking information with all required information available.





Customization TXT / email alerts

Add multiple vehicles to a user / multiple users to a vehicle

The SMS/TXT message page allows parkers to opt-in and customize their reminder and alert profile. Parkmobile has the convenient option to add multiple vehicles to one cell phone or multiple cell phones to one vehicle.

Laurens Eckelboom

Parkmobile

Parkmobile North America
2960 Mount Paran Rd, NW
Suite 207
Atlanta, GA 30327
Tel: 404-261-5572
Email: helpdeskus@parkmobile.com

INVOICE

Date: 08-21-2009
Customer Number: 1011999
Invoice Number: 10052268/0

Period: August 2009

CASHLESS PARKING	Subtotal	Tax	Total
Parking Fees	39.50	0.00	39.50
Services	6.75	0.00	6.75
TOTAL			$ 46.25

STATEMENT

Date: 21-08-2009
Customer Number: 1011999
Attachments: 10052268/0

Period: August 2009

CASHLESS PARKING TRANSACTIONS	Count	Subtotal	Tax	Total
Parking fees Miami Beach in period	1	6.00	0.00	6.00
Parking fees Miami Beach in period	1	6.00	0.00	6.00
Parking fees Miami Beach in period	1	0.10	0.00	0.10
Parking fees Miami Beach in period	4	12.20	0.00	12.20
Parking fees Miami Beach in period	4	0.50	0.00	0.50
Parking fees Miami Beach in period	4	0.40	0.00	0.40
Parking fees Miami Beach in period	5	0.60	0.00	0.60
Parking fees Miami Beach in period	3	6.30	0.00	6.30
Parking fees Miami Beach in period	7	7.40	0.00	7.40
Total incl. Tax				$ 39.50

PARKMOBILE SERVICES	Count	Subtotal	Tax	Total
Monthly Membership Fee ($ 1 per vehicle)	1	1.75	0.00	1.75
Surcharge ($ 0.35 per parking transaction)	30	0.25	0.00	0.25
Surcharge ($ 0.35 per parking transaction)	30	0.75	0.00	0.75
Surcharge ($ 0.35 per parking transaction)	30	1.00	0.00	1.00
Surcharge ($ 0.35 per parking transaction)	30	1.25	0.00	1.25
Surcharge ($ 0.35 per parking transaction)	30	1.75	0.00	1.75
Total incl. Tax				$ 6.75

Monthly statement, first page

Second page

Every month, users will receive an email alert (registration of email address necessary). If they click on the link, they have access (after entering username and password) to a monthly parking transaction statement in PDF format. This statement is easy printable and provides all parking data of the previous month. This statement can be filed for multiple purposes (tax return, employer receipt, expense reimbursement, etc).

Date: 21-08-2009
Customer Number: 1011999
Attachments: 10052268/0

Period: August 2009

TRANSACTION OVERVIEW CASHLESS PARKING

User: __Visitoruser__ Harper

DATE	DESCRIPTION	ZONE	START	END	TIMES	TAX	AMOUNT
08-03-09	WS234	3001	18:09	18:10	00:00:42	0.00	0.10
Total incl. Tax							$ 0.10

User: __Visitoruser__ Heineken

DATE	DESCRIPTION	ZONE	START	END	TIMES	TAX	AMOUNT
08-06-09	123 EI	3001	10:39	01:38	05:59:10	0.00	6.00
Total incl. Tax							$ 6.00

User: __Visitoruser__ L. Eckelboom

DATE	DESCRIPTION	ZONE	START	END	TIMES	TAX	AMOUNT
07-21-09	543 LE	3002	20:23	02:22	05:59:26	0.00	6.00
Total incl. Tax							$ 6.00

User: __Visitoruser__ parent

DATE	DESCRIPTION	ZONE	START	END	TIMES	TAX	AMOUNT
08-10-09	1123GB	3002	22:37	03:58	05:21:55	0.00	5.40
Total incl. Tax							$ 5.40

Third page, visitor transactions

User: Laurens Eckelboom

DATE	DESCRIPTION	ZONE	START	END	TIMES	TAX	AMOUNT
07-20-09	123LE	3002	18:18	00:15	05:59:19	0.00	6.00
07-21-09	123LE	3002	19:31	19:33	00:02:24	0.00	0.10
07-21-09	123LE	3001	19:35	19:36	00:00:56	0.00	0.10
07-21-09	123LE	3002	20:22	02:21	05:59:49	0.00	6.00
07-22-09	123LE	3002	14:42	14:42	00:00:27	0.00	0.10
07-22-09	123LE	3001	14:43	14:43	00:00:37	0.00	0.10
07-22-09	123LE	3002	16:41	16:48	00:06:25	0.00	0.20
07-22-09	123LE	3001	16:49	16:50	00:01:28	0.00	0.10
07-24-09	123LE	3002	17:44	23:43	05:59:06	0.00	6.00
08-03-09	123LE	3002	17:49	17:51	00:01:31	0.00	0.10
08-03-09	123LE	3001	17:53	17:56	00:03:12	0.00	0.10
08-03-09	123LE	3002	18:01	18:11	00:10:19	0.00	0.20
08-03-09	LE123	3001	18:50	18:50	00:00:42	0.00	0.10
08-06-09	123LE	3002	18:47	18:52	00:04:29	0.00	0.10
08-06-09	123LE	3001	19:17	19:28	00:10:26	0.00	0.20
08-07-09	123LE	3002	16:48	16:48	00:00:32	0.00	0.10
08-07-09	123LE	3001	16:49	16:50	00:00:27	0.00	0.10
08-07-09	123LE	3002	16:50	16:51	00:00:43	0.00	0.10
08-07-09	123LE	3001	19:00	19:01	00:01:22	0.00	0.10
08-10-09	123LE	3002	20:40	21:08	00:27:25	0.00	0.50
08-10-09	123LE	3001	21:09	21:09	00:00:23	0.00	0.10
08-10-09	123LE	3002	21:10	21:10	00:00:32	0.00	0.10
08-10-09	123LE	3002	22:27	22:28	00:00:51	0.00	0.10
08-10-09	123LE	3001	22:29	22:30	00:00:33	0.00	0.10
08-10-09	123LE	3001	23:07	00:09	01:01:42	0.00	1.10
08-17-09	123LE	3001	13:32	13:33	00:00:27	0.00	0.10
Total incl. Tax							$ 22.00

Last page, transactions per user

The monthly statement provides a total overview of all parking transactions.

Administrator Requirements

- **Administrator Portal** - The system must provide a website accessible only to designed system administrators.
  - Customer service representatives must be able to create and manage user accounts. - **Compliant for customer service and Tier 2 support representatives**
  - Customer service representatives must be able to activate or deactivate mobile payment system user accounts. **In order to maintain a PCI Level 1 compliant solution, the functions described in the prior three bullet points are services provided at no cost to NCPA by the vendor**
  - Administrators must be able to run reports on transactions and accounts. **Compliant via the Parkmobile Reporting Portal**
  - Administrators must have an interface to query transactions for ticket adjudication purposes. - **Compliant via the Parkmobile Reporting Portal**
- **Reporting** - The system must provide reporting functionality to designated administrators of the system. These reports must include data on:
  - Transactions made by:
    - License plate number. - **Compliant**
    - Phone number. - **Compliant**
    - Username/account number. - **Compliant**
    - Date and time. - **Compliant**
    - Duration. - **Compliant**
    - Rate. - **Compliant**
    - Total amount. - **Compliant**
    - Payment method. - **Compliant**
    - License plate number. - **Compliant**
    - Meter/block/zone ID. - **Compliant**
  - Account sign ups. - **Compliant**
  - Account charges/recharges. **This information is maintained by Parkmobile's wallet provider, Citibank, but may be made available upon request**
  - The system must allow reports to be exported to:
    - Microsoft Excel. - **Compliant**
    - Text files. - **Compliant**
    - Database flat files. - **Compliant**

- Direct connection with another database. - **Compliant**

- Reports must be available for viewing or download within reasonably time. The participant must provide performance metrics on its reporting tool, with scenarios such as:

  - Number of new accounts per week. **Parkmobile will create and share weekly a customized report to track these statistics**
  - Amount of transactions per day by meter/block/zone ID. - **Compliant**
  - All transactions in a calendar year. - **Compliant**

Parkmobile Reporting Portal Summary

Parkmobile's customers can view their account profile via the internet. Parkers access the web site securely via a username and password, entering their protected (and SSL 256 'Padlock') and encrypted personal pages that are available 24/7 for every user. On the personal pages, customers are able to view their current user profile and add or change data. The personal pages also provide real time parking information via the parking history and a monthly statement of all parking transactions in PDF format. Parking data history reports can be exported, with several query options, to Excel or .CSV and reused for multiple purposes. Parkmobile also offers customers the option to park online, accommodating both the "start and stop" as well as "prepaid block purchase" parking configurations.

Visitor Parking is another feature that can be used when opening a Parkmobile account. Once a customer enrolls and has access to his personal pages, the customer has the ability to park others using his account by simply adding the visitor's license plate and space number, if applicable, to purchase parking online. This functionality offers retailers a viable validated parking program for customers frequenting their stores without the hassle of validation "bill backs".

Finally, businesses can also utilize the Parkmobile service and sign up an unlimited number of vehicles on their corporate account. All parking transactions are real time available in the parking history. Using business accounts eases the corporate administrative burden of reimbursing parking tickets, and parking costs are significantly mitigated. Companies can streamline their fleet administration with Parkmobile and operate more effectively.

Report mechanism for NCPA

Parkmobile's system provides NCPA with a parking management software system that enables NCPA the ability to monitor all customers and transactions being processed through our system. Historical data is available for 3 years and can be stored longer if necessary. NCPA will have access to data showing when parking started and stopped and what the total charges are. A wide variety of reporting tools are available, from specific dates or parking zones to global reports. Parkmobile will provide NCPA passwords and user names in order to easily access protected reports.

Standard reports are available at no extra cost to NCPA and include but are not limited to the following:

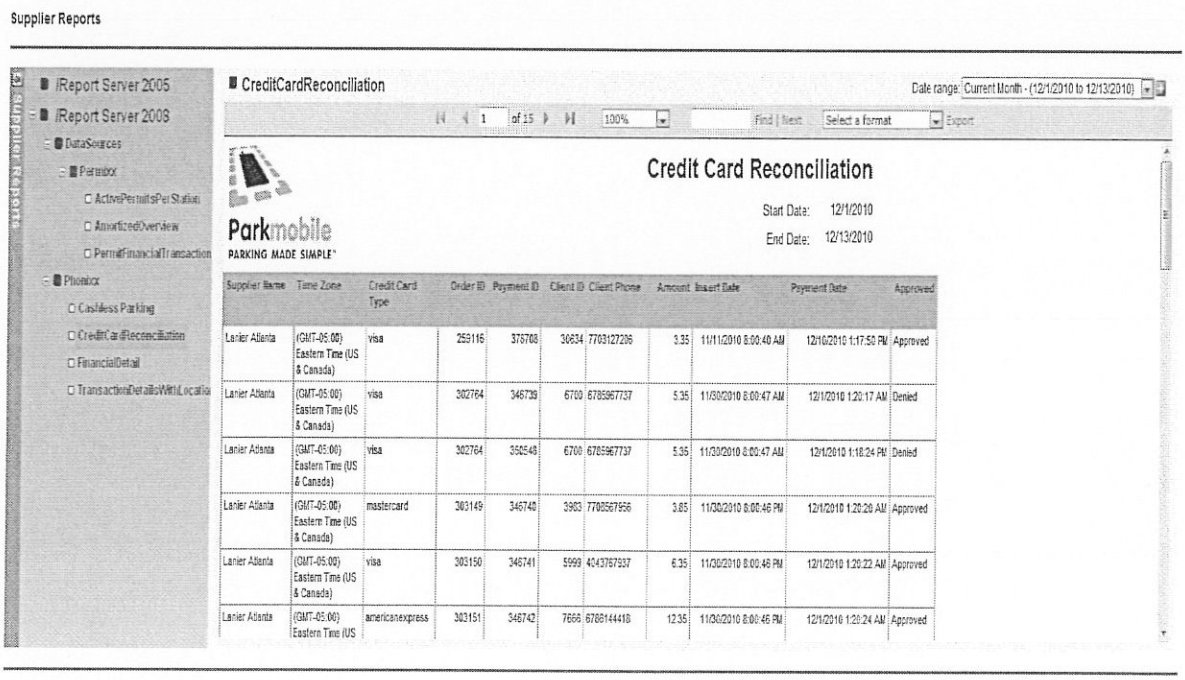
- Daily total of all payment transactions
- Revenue by parking space number or other ID (zone number)
- Revenue by meter zone or off-street parking facility
- Customer history and activities by license plate number

- Reconciliations overview
- Financial transaction detail report with custom fields for NCPA to utilize
- Financial report per zone number
- Any other desired report based on data export in excel or csv.

Highlights of Parkmobile's reporting system are the following:

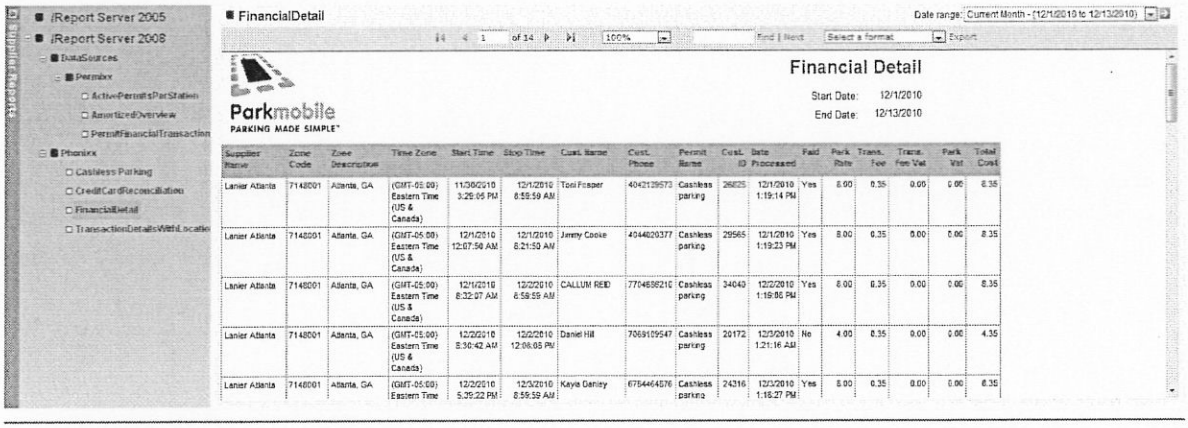
- Secured Web-based Reporting Interface with Username and Login Credentials
- Three Supplier Reports - Cashless Parking (Enforcement), Credit Card Reconciliation (Financial), and Financial Transaction Detail (Financial)
- Supplier Reports can be expanded and collapsed based on view desired
- Multi-page support with navigation tools
- A range of zoom options available to allow for optimized viewing
- Search box add-in to allow for searching of specific data the user wants to find
- Exporting of selected reports in XML, .CSV (Comma separated value delimited format), TIFF, PDF (Adobe), Web Archive and .XLS (Excel)
- A predefined range of dates to choose from

Sample Credit Settlement reports appear on the following pages:



Credit card reconciliation report

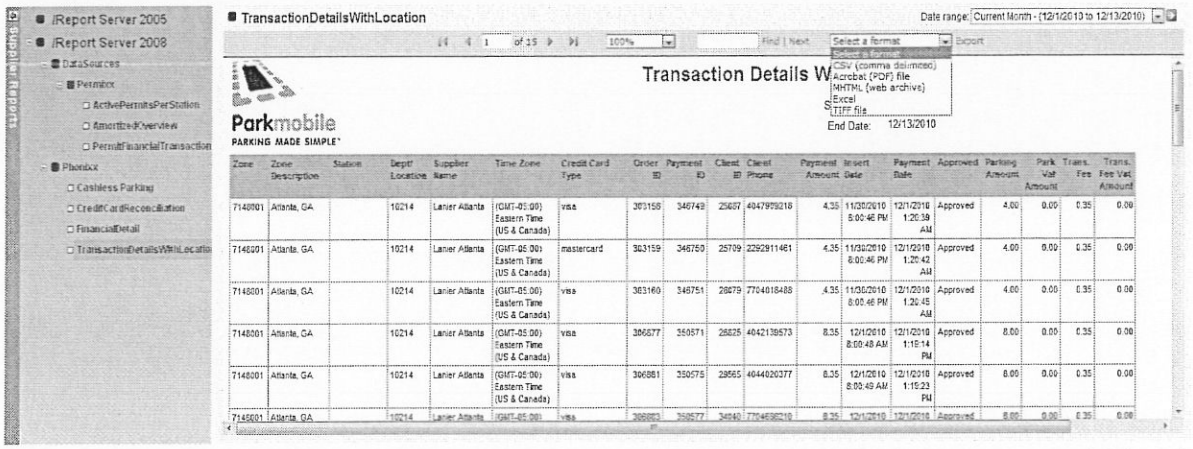
Supplier Reports



Supplier Name	Zone Code	Zone Description	Time Zone	Start Time	Stop Time	Cust. Name	Cust. Phone	Permit Name	Cust. ID	Date Processed	Paid	Park Rate	Trans. Fee	Trans. Fee Vat	Park Vat	Total Cost
Lanier Atlanta	7148001	Atlanta, GA	(GMT-05:00) Eastern Time (US & Canada)	11/30/2010 3:26:06 PM	12/1/2010 8:59:59 AM	Toni Fesper	4042129573	Cashless parking	26825	12/1/2010 1:19:14 PM	Yes	8.00	0.35	0.00	0.00	8.35
Lanier Atlanta	7148001	Atlanta, GA	(GMT-05:00) Eastern Time (US & Canada)	12/1/2010 12:07:56 AM	12/1/2010 8:21:50 AM	Jenny Cooke	4044020377	Cashless parking	29565	12/1/2010 1:19:23 PM	Yes	8.00	0.35	0.00	0.00	8.35
Lanier Atlanta	7148001	Atlanta, GA	(GMT-05:00) Eastern Time (US & Canada)	12/1/2010 8:32:07 AM	12/2/2010 8:59:59 AM	CALLUM REID	7704696210	Cashless parking	34040	12/2/2010 1:19:06 PM	Yes	8.00	0.35	0.00	0.00	8.35
Lanier Atlanta	7148001	Atlanta, GA	(GMT-05:00) Eastern Time (US & Canada)	12/2/2010 8:30:42 AM	12/2/2010 12:06:05 PM	Daniel Hill	7069109547	Cashless parking	20172	12/3/2010 1:21:16 AM	No	4.00	0.35	0.00	0.00	4.35
Lanier Atlanta	7148001	Atlanta, GA	(GMT-05:00) Eastern Time	12/2/2010 5:39:22 PM	12/3/2010 8:59:59 AM	Kaya Danley	6784464576	Cashless parking	24316	12/3/2010 1:18:27 PM	Yes	8.00	0.35	0.00	0.00	8.35

Financial Detail report with split in parking rate, transaction fee and total cost

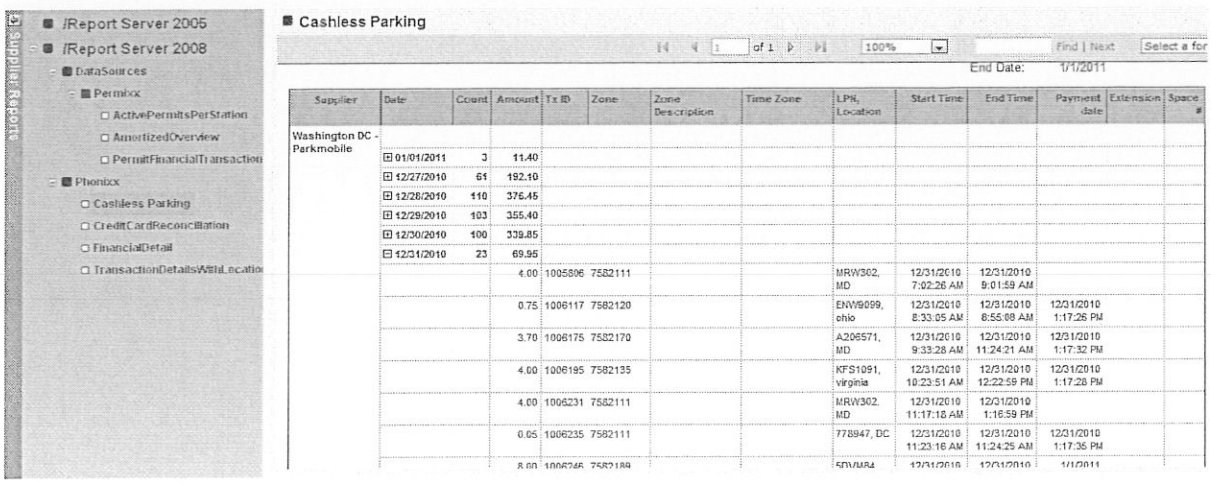
Supplier Reports



Zone	Zone Description	Station	Dept/ Location	Supplier Name	Time Zone	Credit Card Type	Order ID	Payment ID	Client ID	Client Phone	Payment Amount	Insert Date	Payment Date	Approved	Parking Amount	Park Vat Amount	Trans. Fee	Trans. Fee Vat Amount
7148001	Atlanta, GA		10214	Lanier Atlanta	(GMT-05:00) Eastern Time (US & Canada)	visa	363158	346749	25657	4047959218	4.35	11/30/2010 8:00:46 PM	12/1/2010 1:20:39 AM	Approved	4.00	0.00	0.35	0.00
7148001	Atlanta, GA		10214	Lanier Atlanta	(GMT-05:00) Eastern Time (US & Canada)	mastercard	363159	346750	25709	2292911461	4.35	11/30/2010 8:00:46 PM	12/1/2010 1:20:42 AM	Approved	4.00	0.00	0.35	0.00
7148001	Atlanta, GA		10214	Lanier Atlanta	(GMT-05:00) Eastern Time (US & Canada)	visa	363160	346751	28679	7704018488	4.35	11/30/2010 8:00:46 PM	12/1/2010 1:20:45 AM	Approved	4.00	0.00	0.35	0.00
7148001	Atlanta, GA		10214	Lanier Atlanta	(GMT-05:00) Eastern Time (US & Canada)	visa	366577	350571	26825	4042139573	8.35	12/1/2010 8:00:48 AM	12/1/2010 1:19:14 PM	Approved	8.00	0.00	0.35	0.00
7148001	Atlanta, GA		10214	Lanier Atlanta	(GMT-05:00) Eastern Time (US & Canada)	visa	366861	350575	29565	4044020377	8.35	12/1/2010 8:00:48 AM	12/1/2010 1:19:23 PM	Approved	8.00	0.00	0.35	0.00
7148001	Atlanta, GA		10214	Lanier Atlanta	(GMT-05:00)	visa	366863	350577	34040	7704696210	8.35	12/1/2010	12/1/2010	Approved	8.00	0.00	0.35	0.00

Transaction details per location (zone number). Export options window is open. Multiple select data range options (e.g. per day, week, month) and advanced 'FIND' functionality.

Supplier Reports



Supplier	Date	Count	Amount	Tx ID	Zone	Zone Description	Time Zone	LPN, Location	Start Time	End Time	Payment date	Extension	Space #
Washington DC - Parkmobile													
	⊞ 01/01/2011	3	11.40										
	⊞ 12/27/2010	61	192.10										
	⊞ 12/28/2010	110	376.45										
	⊞ 12/29/2010	103	355.40										
	⊞ 12/30/2010	100	339.85										
	⊟ 12/31/2010	23	69.95										
			4.00	1005896	7582111			MRW302, MD	12/31/2010 7:02:26 AM	12/31/2010 9:01:59 AM			
			0.75	1006117	7582120			ENW9099, ohio	12/31/2010 8:33:05 AM	12/31/2010 8:55:08 AM	12/31/2010 1:17:26 PM		
			3.70	1006175	7582170			A206571, MD	12/31/2010 9:33:28 AM	12/31/2010 11:24:21 AM	12/31/2010 1:17:32 PM		
			4.00	1006195	7582135			KFS1091, virginia	12/31/2010 10:23:51 AM	12/31/2010 12:22:59 PM	12/31/2010 1:17:28 PM		
			4.00	1006231	7582111			MRW302, MD	12/31/2010 11:17:18 AM	12/31/2010 1:16:59 PM			
			0.05	1006235	7582111			778947, DC	12/31/2010 11:23:16 AM	12/31/2010 11:24:25 AM	12/31/2010 1:17:35 PM		
			8.00	1006246	7582189			5DVM84	12/31/2010	12/31/2010	1/1/2011		

Cashless Parking Report, indicating the License Plate Number and Space Number (when applicable) for each transaction initiated by a customer

- **Parking System Inventory** - The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.

  - The inventory must hold information on each meter/block/zone, including its:

    - ID. **Available as described below**
    - Address. **Available as described below**
    - Status (active or inactive). **Available as described below**
    - Rate. **Available as described below**
    - Hours of operation. **Available as described below**
    - Hours of restrictions. **Available as described below**
    - Maximum length of stay. **Available as described below**

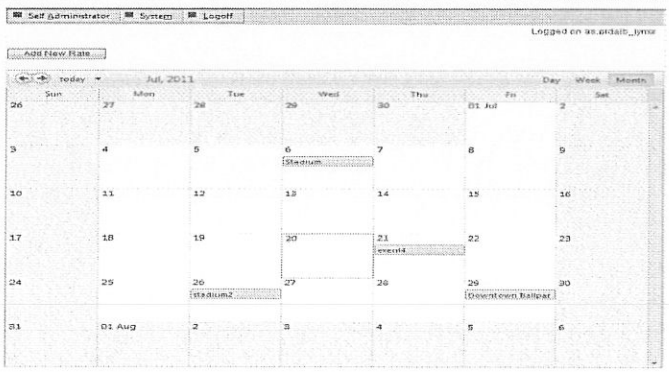
  - Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time. **Available as described below**

  - An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone. **Available as described below**

  - An administrator must be able to import a file to update the entire inventory. **Available as described below**

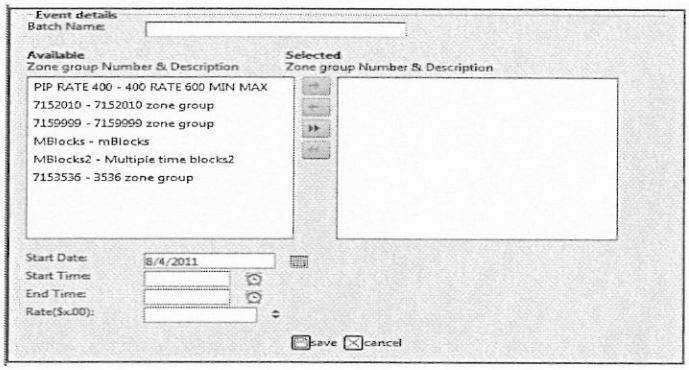
Currently Parkmobile offers a Parking System Inventory tool that allows for NCPA to override temporarily all field configurations for a meter/block/zone as described above. Please observe the following screenshots showcasing this functionality:

Event Calendar View (1)



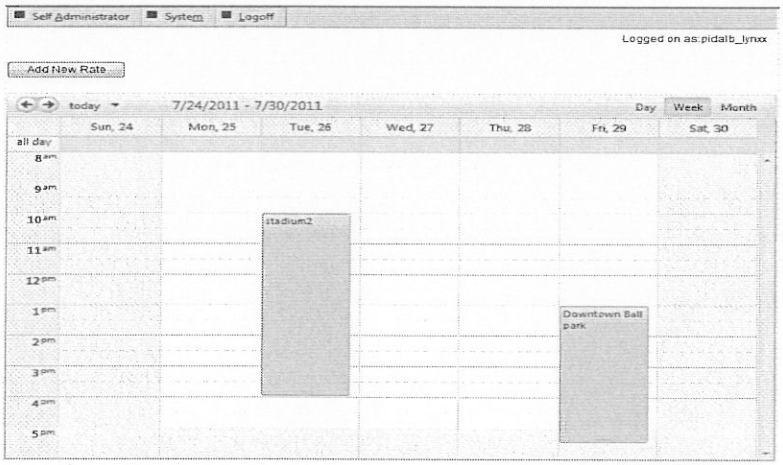
- Multiple calendar views (Month, Week & Day) that will display the scheduled events
- Ease of use to Add a new event rate by selecting the button or double-clicking the chosen day
- Ability to delete events directly from the calendar view

Event Management (Entry)



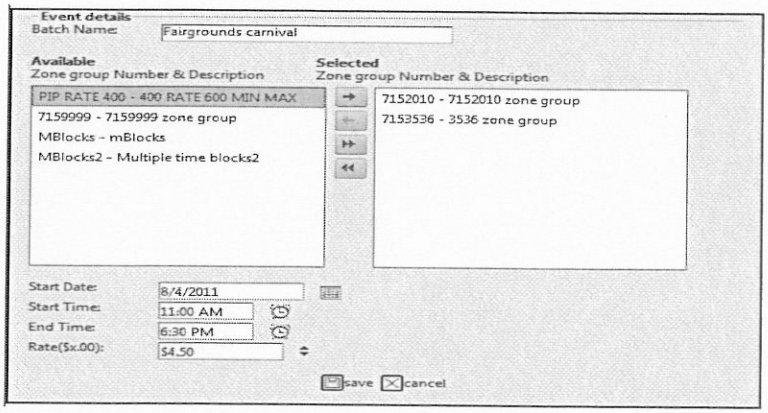
- Ability to create a name for the event that will be displayed on the calendar
- User can select one or more zone groups that will be associated to the event rate structure
- Simplified entry of date and time to select the time period for which the event rate will be in effect
- Ability to set the specific rate for the given timeframe

Event Calendar View (2)



- Review the scheduled events from one of the calendar views
- Simple double-click entry to review the specifics related to the event

Event Management (Edit)



- Ability to view and modify existing event details

For permanent changes, Parkmobile has the ability to update all fields in an automated fashion via an import tool. Parkmobile is willing to offer this import tool as a free service for NCPA, taking the costs and hassle of rate management off the plate of NCPA.

Other Technical Requirements

- **Data Security -** The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:
  - Securing physical servers, storage, etc. - **Compliant**
  - Firewalls to protect against unauthorized access. - **Compliant**
  - SSL encryption on websites. - **Compliant**
  - PCI PA-DDS level 1 compliant on all applicable data. - **Compliant**
  - SAS 70 Type II certified before the Notice of Award. - **Compliant**
  - The participant must minimize NCPA's exposure to sensitive data, such as:
    - Credit card numbers. – **Parkmobile cannot and will not expose NCPA to these numbers in order to maintain current PCI Compliance Level 1 standards**
    - Personal information of users. – **Parkmobile cannot and will not expose NCPA to these numbers in order to maintain current PCI Compliance Level 1 standards**

- The participant must describe its data security plan and disclose any breaches of security.

Parkmobile is a PCI Level 1 compliant organization (see available AOC) and undergoes rigorous intrusion testing and a thorough annual audit of our operational processes and procedures. The procedures outlined below describe our systems auditing and logging procedures which are a critical component of data security.

Parkmobile Auditing and Logging Policy

Background: Auditing and logging of system and content access is crucial to maintaining the integrity of Parkmobile's secured data (cardholder information). With these controls in place, Parkmobile can ensure the safety of the sensitive data maintained within by the company.

Purpose: This policy will maintain that systems processing and storing of sensitive electronic Information are identified, monitored, and reviewed for compliance with existing Parkmobile policy and procedures. It will also discourage, prevent, and detect security violations.

Policy: Parkmobile shall audit system activity and keep logs of all events and audit trails for any business critical system with sensitive information for up to one year.

Parkmobile logging events shall be recorded to include who did what to which object, when, and on which system as well as what events each system is capable of logging.

Ensure that audit requirements and activities do not unduly disrupt critical business processes. Identify the individuals performing event analyses. Each shall be independent from those setting audit trail rules. Ensure they are available and that they record who, what, when, where, and why sensitive information is released. Rules-of-evidence integrity must be maintained.

Audit all user activity.

Audit trails are managed only by authorized staff.

Audit trail retention varies depending upon legal requirements and business need. Audit trail records management retention and disposal rules are followed.

Events monitored include (but not limited to):

1) Machine start-up and shutdown; start-up and shutdown of audit function.
2) Successful/unsuccessful login and logout of users; denial of service events.
3) Add, modify, and delete actions on all data/files/objects; plus read/view actions on data classified as restricted.
4) Use of all privileged accounts and utilities.
5) Changes to user accounts or privileges (creation, modification, deletion).
6) Automatic logout of a user after exceeding a locally defined time of inactivity or excessive login attempts.
7) Switching to another user's access or privileges after logging in.
8) All software or hardware modification.

9) All access to security files, attributes, or parameters; any action to circumvent security controls including access to anti-virus software.
10) Login attempts with failed identification or authentication, also known as failed login attempts.
11) Changes of the time or date of the system clock.
12) Emergency mode operation:
    a. Detection of a virus.
    b. Detectable hardware and software errors; log success, failure and restart events.
    c. Changes to log files (creation, deletion, and configuration).
    d. Network link failures.
    e. Failed connection attempts
    f. Network connections dropped.
    g. Data integrity verification failure for information transmitted over a network.
    h. Message authentication failure for information transmitted over a network.
    i. Overrides of network abnormality alarms and alerts.
    j. IP addresses of successful and unsuccessful connections.
    k. Changes to network security configuration (e.g. firewalls).
    l. All Audit trails include (but is not limited to):
        1) Date, time, type, and any applicable error condition of event.
        2) The ID of the user who caused the event.
        3) The application that created the audit event.
        4) The application(s) responsible for executing the event.
        5) The component or workstation that initiated the event, and where the event happened.
        6) Description of the event
        7) Follow-up on suspicious events such as intrusion attempts, authorized accesses at unusual times, and unusual changes to infrastructure devices.
        8) Identify, investigate, report, and respond to inappropriate activity.

        Audit Review: IT will carry out a full review or spot checks of user-level access, activity, and transaction and exception logs. This review shall occur on a monthly basis unless needed more frequently.

        The activity review process shall include an audit of system activity logs and reports at a level commensurate with a particular system's profiled data criticality category. This process may include a review of the following types of system activity information:
            1) Review of Security Incident Response reports
            2) System user privileges system grants and changes logs
            3) User-level system access logs, if available
            4) User-level system activity logs, if available
            5) User-level transaction log reports, if available
            6) Exception reports

Parkmobile Incident Response Policy

Background: A well-organized response to the discovery of systems breaches or exposure can mean the difference between a relatively minor market reaction and a prolonged, devastating episode of financial and customer hardships.

Purpose: The Parkmobile Security Incident Response Policy is established to protect the integrity, availability and confidentiality of confidential or proprietary information. This policy outlines the coordination of the Company's response to computerized and electronic communication systems

incidents to enable quicker remediation, information gathering and reporting of infrastructure-affecting and events.

The Parkmobile IT Security Incident Response Policy defines standard methods for identifying, tracking and responding to network and computer-based IT Security Incidents.

Scope: This policy governs Parkmobile's general response, documentation and reporting of incidents affecting computerized and electronic communication of information resources. This includes, but is not limited to: theft, intrusion, misuse of data, as well as other activities contrary to Parkmobile's Acceptable Use Policy, denial of service, corruption of software, computer and electronic communication-based HIPAA violations, wireless, and incidents reported to Parkmobile by employees and business entities.

Policy: Any member Parkmobile employee may report an activity or concern to IT. IT itself can also identify an Incident through its proactive monitoring of Parkmobile's network and information system activities. Once identified, IT will use standard internal procedures to log and track Incidents and, working with others as appropriate, take steps to investigate, escalate, remediate, refer to others or otherwise address as outlined in the remainder of this policy.

- ✓ IT will ensure that Incidents are appropriately logged and archived.
- ✓ IT representatives will be responsible for communicating the Incident to appropriate personnel and maintaining contact, for the purpose of update and instruction, for the duration of the Incident.
- ✓ IT will maintain standard procedures for the response and investigation of each Incident, as well as securing the custody of any evidence obtained in the investigation.

Wherever possible, Parkmobile will undertake measures to prevent Incidents by monitoring and scanning its own network for anomalies, and developing clear protection procedures for the configuration of its IT resources.

Procedures: IT must maintain internal procedures for Incident logging, tracking and reporting, evidence custody and related practices.

Effect: This policy is in effect from the date signed below and shall remain in effect until a written successor has been drafted and approved.

Data Recovery Plan

Scenarios

- Loss of entire site
- Loss of single data enter
- Loss of system (operating system or hardware failure)
- Loss of data (data deletion or corruption)

Identification

Data Type	Data Recovery	Importance	Estimated Recovery Time
Data center	Future plan	High	< 10 minutes
Entire site	Backup guests	High	< 5 minutes
Virtual guest	Backup guest	High	< 5 minutes
Application software	Internal backup	Medium	< 4 hours
Financial data (Lynxx)	Offsite storage	High	< 2 hours
Enforcement data (Lynxx)	Offsite storage	High	< 2 hours
Pay-by-Phone data (Phonixx)	Offsite storage	Medium	< 2 hours
Permit data	Offsite storage	Medium	< 2 hours

Data Recovery Implementations

- Virtual hosts are fully redundant and can recover within 1-5 minutes automatically
- Database backups are performed every week (full), ever day (differential) and every hour (incremental)
- Backups are copied automatically offsite.
- Application software is backed up on our internal infrastructure

Notes

- In the event of data corruption/loss, a working site can be restored within minutes and full data history can be merged within hours.
- We are hosted on one of the five AT&T super data centers – likelihood of data center loss is about as possible as East Coast internet backbone outage.

- **System Availability** - The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:

  - IVR, including the availability of live customer service representatives. **- Compliant**
  - Mobile applications. **- Compliant**
  - User and administrator websites. **- Compliant**
  - Integration with existing multi space meters (only for the integration part for which the participant is responsible). **- Compliant**

- Integration with existing enforcement systems (only for the integration part for which the participant is responsible). **- Compliant**

- The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour. **- Compliant**

- The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.

Parkmobile Infrastructure

Parkmobile offers pay by phone parking as a hosted solution to NCPA clients. NCPA clients have 24/7 access to reports offered via username and password protected SSL-256 ('Padlock') encrypted website. The only system operating requirement is Internet Explorer 6.0 or higher. Parkmobile's platform is Microsoft.net and SQL server based. All of our solutions are also compatible with Apple and other operating systems. Parkmobile's pay by phone parking system is hosted in a 'cloud' hosting environment which guarantees an unmatched uptime performance of 99.9%.

Our Hosting Services deliver a fully-managed, on-demand IT infrastructure solution in the form of a business-grade utility computing service. The service runs on a virtual IT infrastructure that can easily scale up or down to better match IT with user or application demand. This adaptability is especially compelling for environments that may have fluctuating, seasonal or unpredictable demand.

Our Hosting Solution provides a scalable utility hosting infrastructure and support model with full-featured management at the IT infrastructure level. The features and functionality of the service are standardized and repeatable, allowing Parkmobile to provide a solution with rapid turnaround in proposing and implementing customer solutions.

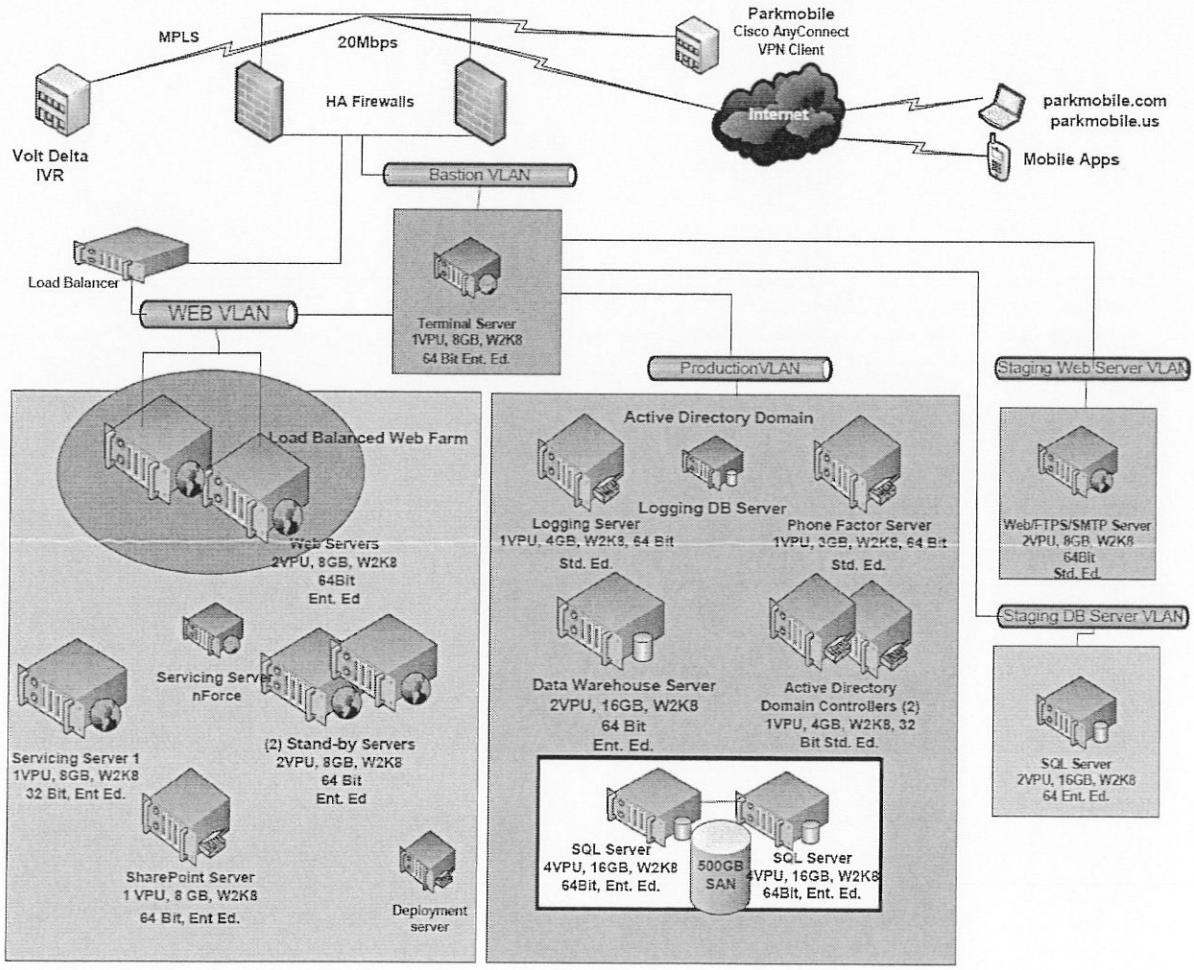
The cloud hosting environment is based on a next-generation utility computing platform that provides each customer with their own secure virtualized operating environment. This innovative and flexible platform combines compute, storage and network resources into a pre-built, virtualized platform used to deploy our applications.

The Infrastructure consists of self-contained servers that utilize virtualization technology to remove the physical constraints of discrete machines. This allows the separate components of the Infrastructure to function as a single system that can determine on-the-fly how to most efficiently meet the dynamic needs of our customers, making resource available as needed.

In order to maintain the system, scheduled maintenance is performed two to four times annually and is scheduled during off hours in order to eliminate any inconvenience to customers. So far downtime has been minimal and almost in every case caused by internal firewalls from the hosting provider QTS. Typical duration of downtime differs from several seconds up to one hour. Parkmobile has a test protocol that checks the pay by phone system multiple times per day in order to detect, prevent or solve any potential issue that may cause downtime.

Our hosting provider maintains a regular program of audits such as SAS 70 Type II (semi-annual), SysTrust, PCI, 21CFR-11, HIPAA, CFTC, and Sarbanes-Oxley. It also holds industry certifications such

as Trust Services, ISO 9001 and is fully PCI level 1 compliant. On top of that, our cloud hosting solution partner is Partner Certified for: SAP Preferred Hosting Provider, Oracle Certified Advantage Partner, Microsoft Certified Gold ASP Partner, HP SP Certified Provider, IBM Premier Business Partner and VMware Hosting Services Provider. In addition, Parkmobile is ADA compliant.



Additionally, Parkmobile solutions are expandable and scalable in terms of:

- **Scalability** - Currently our systems process more than 5 million transactions a month, in locations between 100 and 50,000+ parking spaces;
- **Versatility** - Our applications allow seamless interfaces with legacy systems and potential future solutions, such as pay by plate, in car satellite parking device, drive-by LPR, and congestion charging based on Co2 emission standards; but also extension of mobile payment solutions as paying for, fares, taxi's, tickets, vending machines and interfacing with other legacy payment systems;
- **Durability** - Parkmobile was one of the first companies in the world to implement pay by phone parking when it deployed in the City of Groningen, The Netherlands in 2000; since then we have implemented over 200 cities in Europe, the US and Australia;
- **Reliability** - Parkmobile provides extremely reliable and secure solutions that are audited and compliant to the highest standards in the parking and financial industry. Our solutions are hosted in a 'cloud' hosting environment, providing an uptime guarantee of 99.9%.

Uptime/Plan to Scale System

Parkmobile has designed our service with a goal of 99.9% uptime. The design of our infrastructure and the robust nature of the datacenters that house them provide a high level of availability as well as redundancy of critical components.

Proper maintenance and continual improvement processes are a part of the Parkmobile product. Maintenance is performed during out-of-hours windows as are new production releases.

Since launching our services in 2008 in the US, Parkmobile has experienced 3 outages which

Parkmobile is a strong proponent of service level agreements (SLA) and looks forward to developing such a plan with NCPA. Among the discussion points for an SLA are the following:

- Performance
- Stability / uptime
- Scalability
- Support
- Response times (global)
- Planned outages

Integration

- **Multi space meters -** The system must be able to communicate with the back office system of the existing multi space meters. The system must have the following requirements:
  - Send each transaction to the existing back office system or a 3rd party system as it happens in real-time. **- Compliant**
  - Accept transactions sent from the back office system or a 3rd party system. **- Compliant**
  - The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems. **- Compliant**

Parkmobile Integrations

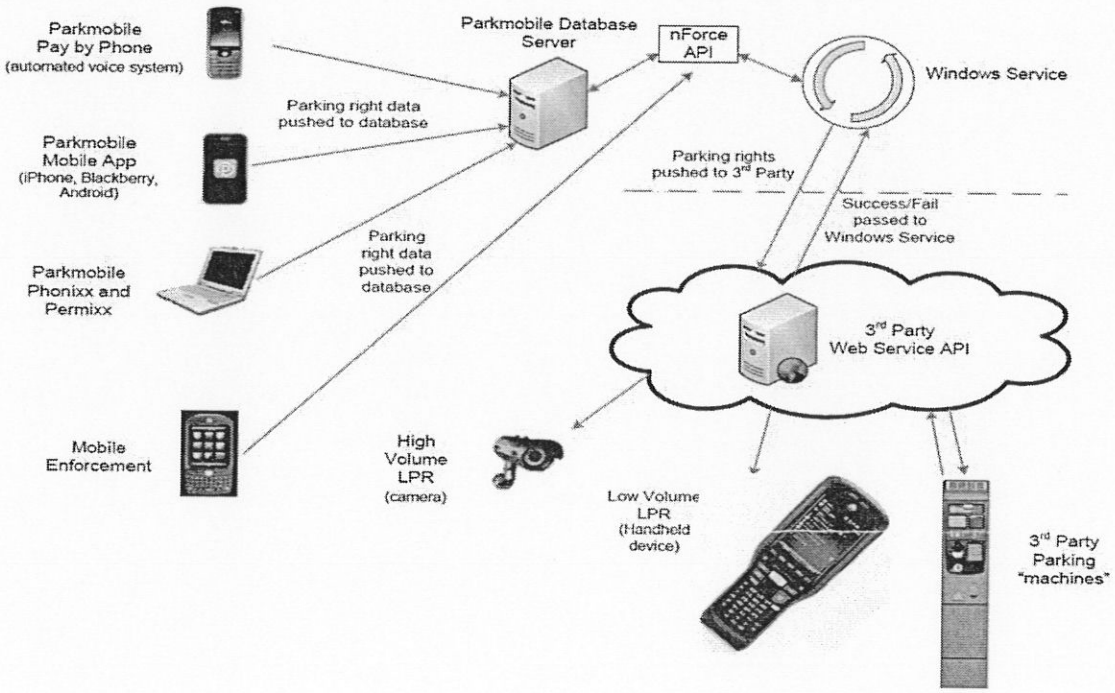
Parkmobile is hardware agnostic and is integrated with NCPA's current technology partners Cale and Duncan Solutions. Additionally, Parkmobile has established integrations with Digital Payment Technologies, IPS, Mackay, Parkeon, Siemens, T2 Systems, ACS, Amano McGann, Genetec, ParkTrak, StreetSmart (pending), PIM and Streetline. Moreover, Parkmobile has successfully integrated with the majority of the major credit card processing platforms, including First Data, Chase Paymentech, Vantiv (formerly $5^{th}/3^{rd}$ Merchant Processing), Heartland, and Payment Processing Inc. (PPI).

Examples of Data Formats and Delivery Methods

As mentioned, Parkmobile has a number of integrations with third party meter & enforcement vendors. The bulk of these integrations are "push" based where Parkmobile pushes parking rights to the vendor as they are created. Parkmobile also has integrations where we "pull" transaction

information from the meters themselves. Parkmobile configures its service to connect to the API provided by the vendor.

Parkmobile and 3rd Party Integration



Examples:

Urls:

- Production Url used to communicate and update parking rights from our system to the vendor.
- Quality Assurance Url used to communicate and update parking rights from our system to the vendor.

Credentials

- Company name – Name of the company sending parking rights to the vendor.
- User name – user name of the supplier sending parking rights to the vendor.
- Password – password of the supplier sending parking rights to the vendor.

Setup

Install Windows Integration service

1) From the nForce trunk download the artifacts. The vendors windows service and install batch files are within the folder: Parkmobile\nForce\WindowsServices\Vendor
2) Copy this folder to the integration server.
3) Edit nForce.Vendor.DataSync.Svc.exe.config file
    a. Change the connection string to point to the Lynxx database
    b. Change system.net/mailsettings to point to the SMTP server (if utilized).

c. Change the endpoint URL for the nforce web service if it's being used.
d. Set the endpoint.
e. Within appsettings, check the following keys:
   i. DataSyncServiceEventLogSource
      1. Value is setup as valid SOURCE in Registry within the key:
         a. [HLM\SYSTEM\CurrentControlSet\services\eventlog\Application\nForce.Vendor.DataSync.Svc]
      2. If not and service fails running, run service once as admin user.
   ii. Integration Name
      1. Value should be Vendor name.

4) Run the .bat file as administrator.

Configure supplier for Vendor integration

The following tables in Lynxx database are used to configure Vendor integrations:

- ENFORCEMENT_SECURITY_ACCESS
  - Setup of integration service
- ENFOREMENT_PAYBYSPACE_SUPPLIER_CONFIG
  - Link supplier to integration
- ENFORCEMENT_SUPPLIER_SETTINGS
  - Configure integration authentication details per supplier integration.
    - SUPPLIER_ID => Parkmobile SupplierId
    - USER_NAME => Vendor user name
    - PASSWORD => Vendor password
    - ?Token=> if utilized
    - Company Name => Company name of supplier provided by Vendor
    - AREACODE => if utilized
- EXTERNAL_DATASYNC_CONFIG
  - Maps zone Ids within supplier to the integration. Contains a row per zone for which all parking rights should be sent to the Vendor. If supplier contains zones which are sent to multiple service_id fields specify which service the specified zone is sent to the Vendor.
- ATTRIBUTE,ATTRIBUTE_TYPE, OBJECT_TYPE
  - These tables are used to attach additional attributes that are not part of the original tables themselves.

♦ **Enforcement -** The system must be able to communicate with any enforcement system. The system must have the following requirements:

➢ Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:

- Android. **- Compliant**

- iOS. **- Compliant**
- Blackberry. **- Compliant**
- Windows Mobile. **- Compliant**
- A platform agnostic web service. **- Compliant**

- Allow a device to query a list of paid vehicles through a meter/block/zone ID. **- Compliant**

- Allow a license plate recognition system to query the payment status of a vehicle through its license plate number. **- Compliant**

- Pull or receive a list of license plate numbers flagged by law enforcement. **- Compliant**

- The system must be able to send an alert when a matching vehicle makes a parking transaction. **- Compliant**

- The participant must provide examples of their enforcement integration models with other clients.

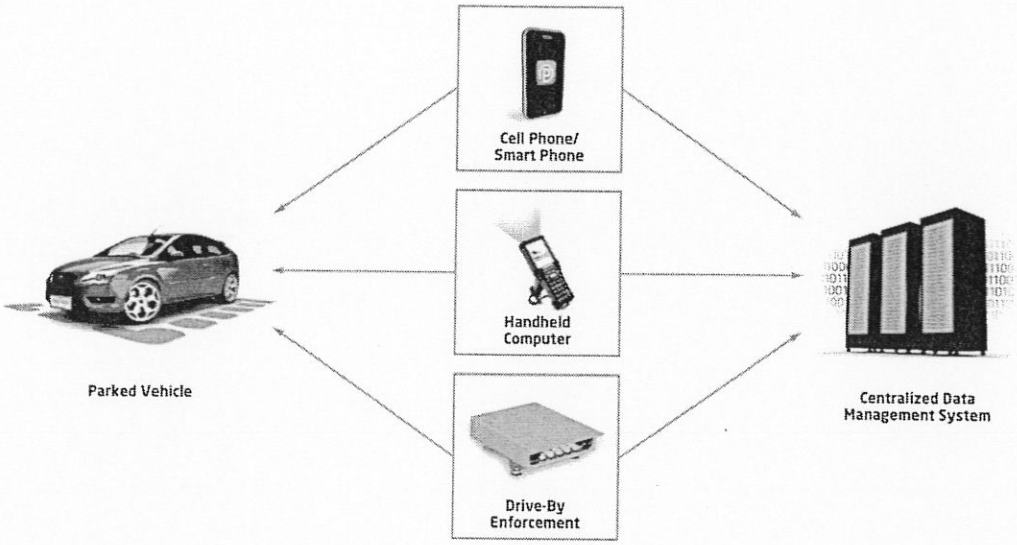
Parkmobile Enforcement Options Summary

Parkmobile offers several types of enforcement either based on License Plate Recognition or Pay by Space stall number as identification method: manual entry of license plate number or (range of) zone number(s), license plate recognition with any web enabled hand held device, and drive-by license plate recognition (with car mounted cameras). Parkmobile enforcement solutions are web-based and real-time. Parkmobile can provide NCPA client Enforcement Officers with a bookmarked URL in the browser of any web-enabled hand held device, stating pay by phone parking transactions (and multi-space meters, after integration).

Enforcement officers scan the license plate number (or enter it manually) to enforce an individual vehicle. Within a few seconds (depending on connectivity) the requested information will show up on the screen of the hand held device, stating a valid or invalid parking transaction. Alternatively, a group of zone numbers can be entered (e.g. single space meters in one street, e.g. zone 100 to 200) providing an overview of all pay by phone parking transactions. License plate recognition with hand held units is an effective and efficient solution if the adoption rate of digital parking (pay by phone parking, digital permits) is 20% or higher.

In the case of multi-space meter areas, Parkmobile offers enforcement officers the option to enter the zone number and get an overview of all pay by phone or permit parked vehicles in that zone. The Enforcement officer is able to scroll in the overview of the web-enabled device to see all parking transactions in order alphabetically, numerically, or by stall number when applicable.

Drive-by enforcement (using car-mounted cameras) creates significant economies of scale and user benefits. It is by far the most effective enforcement solution. Any car with a V6 engine or upgraded battery can work with the in-car tablet PC and Autovu back office software. Parkmobile is integrated with this type of enforcement at the LAZ operated MTA lots in New York (pay by phone and permits) and the City of Norwalk, CT (pay by phone).



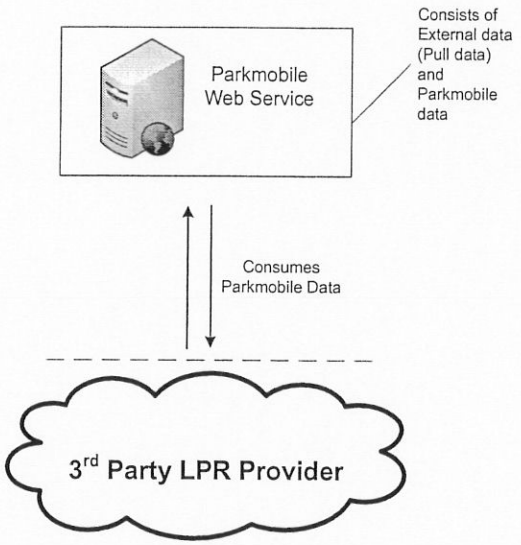
Norwalk, CT and Rehoboth Beach, DE: Duncan Solutions
See Addendum with screenshots Duncan solution

Washington DC, and Indianapolis, IN: ACS
See Addendum with ACS screen shots

Houston, TX and University of Arkansas, AR: T2 Solutions
See addendum with T2 screen shots

There are several dimensions to how a collection of third parties involved in the overall parking solution for a particular parking asset owner might cooperate through shared information regarding parking rights and their use in enforcement. In broad terms, it comes down to where the parking rights for enforcement are acquired and the degree of integration of this information.

Non-Integration Solution. At one end of the spectrum, the enforcer can pull separate information from each (partial) holder of parking rights. For example, if Parkmobile holds the pay by phone (pbp) parking rights, while Vendor-X maintains the parking rights for on-street parking, then the enforcer would invoke separate interfaces and manually (visually) merge this information in the field. In this case, no integration is required, save by the enforcing individual during the enforcement cycle. For Parkmobile, the parking right information associated with its pbp transactions would be obtained using a Web-based application via a data-connected mobile device with a web browser. This Parkmobile provided API is called nForce. An illustration of how it works can be seen in the illustration below:

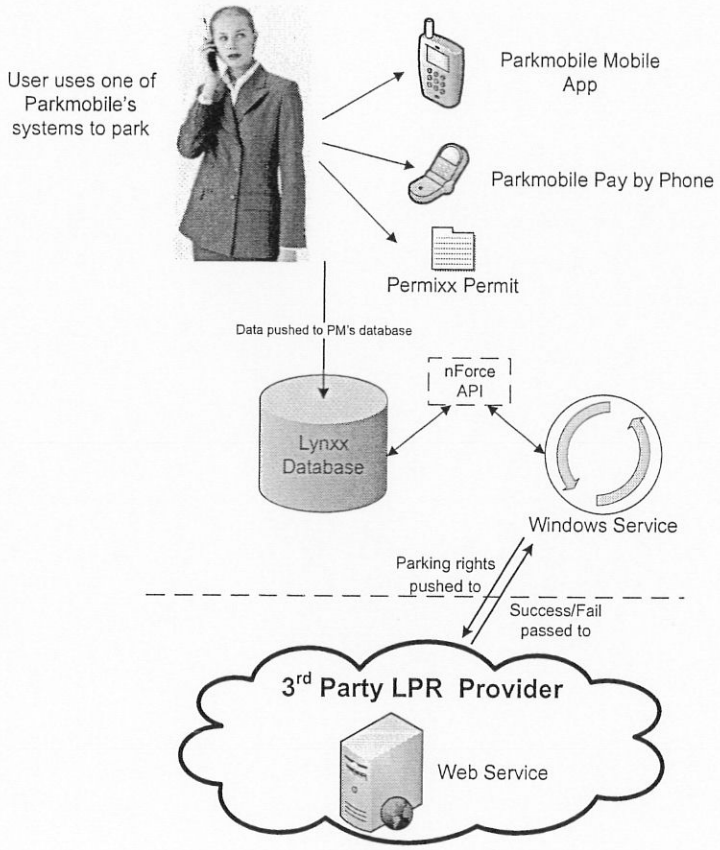


It would be the responsibility of the individual enforcer to visually merge this information with that obtained from other Vendors who provide parking right data via their application interfaces.

Integration at the Enforcement Software Level. A more integrated enforcement solution without having to have the various parties directly share information with one another could occur at the enforcement software level (assuming enforcement is done using a mobile wireless device running enforcement, and possibly ticketing, software). In this scenario, the enforcement software provider would invoke the Parkmobile nForce web service API to acquire the parking rights held by Parkmobile's system, and similarly the equivalent API for those of the other applicable parking right holders, and then merge these at the device level to present a composite view of all applicable parking rights. This, of course, would require the willingness of the enforcement software provider to make the necessary changes to their software. For its part, Parkmobile already has a well-tried and used web service interface (nForce) that will fully accommodate this approach.

Integration Where Parkmobile Maintains All Parking Rights for Enforcement. In this scenario, Parkmobile's system for maintaining parking rights (Lynxx) is used to provide a common repository of all valid parking rights, regardless of method of payment origination (our pbp, Vendor-X's on-street solution, etc.). Enforcement is then done using our nForce application, either as a web application, or integrated with an enforcement device's software. For this scenario to work, the other vendors who also maintain (partial) parking rights must be able to either push these to Parkmobile using a Parkmobile-provided API (web service), or Parkmobile must be provided with an accessible API from each applicable third party so we can pull these rights. For this we have defined a generic interface – DataSynch. While either a pull or push mode can be made to work, it is far preferred that "Vendor-X" push this information to Parkmobile as updates to the parking rights occur, so as to ensure timely enforcement information. This implies that "Vendor-X" is prepared to write, or adapt an existing interface, to conform to the general DataSynch API information needs. Of course, Parkmobile's integration team is quite willing and able to assist in developing a usable interface and assuring its quality and timeliness of information.

This scenario is illustrated in the following diagram:



The preceding assumes that Vendor-X maintains a central repository of all parking rights and that this information is kept very current (sufficient for enforcement). There are, however, vendors that do not have a centralized solution; i.e., all logic resides at the individual on-street station. In this case, each of these units would have to function in the same way as a centralized system would function. That is, they would have to either push updates via the Internet to Parkmobile via the DataSynch interface, or we would pull (poll) each of the valid stations on a frequent basis to obtain updated information. Again, the preferred mode is that the individual units would push this information to Parkmobile. Needless to say, there are considerable issues regarding connection reliability when taken at the unit-by-unit level of push/pull of parking rights information over which Parkmobile would have no control.

Integration Where Vendor-X Maintains All Parking Rights for Enforcement. This is essentially the reverse of the previous scheme. Here Parkmobile would agree to either push current parking rights data to Vendor-X or Vendor-X could pull this data from Parkmobile, again using the DataSynch generic interface. And, here to, this could be done via Vendor-X's central repository system of parking rights, or to the individual street parking stations; similar caveats about reliability apply in this situation as in the preceding scenario in regards to communication reliability of the individual stations. Here the preferred mode is Parkmobile push to a centralized Vendor-X repository and Vendor-X pull if implemented at the individual street station level.

In both cases, if enforcement is done directly from information provided from Vendor-X's street-level device, then either variant of this scenario will also work.

Centralized Data Management

Most parking providers have different systems for different types of parking transactions. Permits are managed on one database, while daily or weekly parking transactions are handled separately. Parkmobile currently offers the only platform that is integrated across both technologies. Parking fee collection and parking enforcement processes are connected, utilizing one fully-protected redundant database management system, which generates a major strategic advantage for parking providers.

Parkmobile integrates all the information so parking providers can create comprehensive reports, break out information by zone, type of parking transaction, or other variables. If a parking zone is underutilized, pricing can be adjusted to ease congestion in other neighboring areas.

Parkmobile is hardware agnostic and the only company in the market that offers centralized data management and full integration capability with legacy systems. Information is collected and sent in real-time to a centralized database management system. Parking providers and enforcement officers have 24/7 access to all data, making enforcement and management faster and more accurate.

Marketing

The vendor must provide examples of marketing plans used in other cities or markets. In addition:

- The vendor must provide an initial marketing plan to promote the use of the system, including details on the message, medium, location, and frequency of marketing. Detailed Marketing plan found as **Addendum - 1** covers both initial and recurring plan.

- The vendor must provide a comprehensive recurring marketing plan. Detailed Marketing plan found as **Addendum - 1** covers both initial and recurring plan

- The vendor must supply all promotional and operational graphics, excluding the street signage used to identify meter/block/zone IDs. Please see samples found as **Addendum - VI.**

All marketing plans and materials shall be approved by NCPA prior to implementation.

Customer Service

- **End User Customer Service -** The vendor must provide the following customer services to end users:

  - Live operators available 24/7 to create accounts and resolve issues. **- Compliant**
  - Language support for:
    - English **- Compliant**
    - Spanish (if available) **- Compliant**

  - Customers looking to establish contact with a live operator must be provided the option at the start of a parking action. **- Compliant**

  - Callers seeking a live operator must not be on hold for longer than 2 minutes. **- Compliant**

- Music and updated messaging must be provided during calls on hold. - **Compliant**

Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking. **Currently available with the use of Parkmobile's Mobile Apps and under development for the website. Website mapping to be completed by the end of the 2nd Quarter 2012**

The vendor must provide a **customer support plan** that includes projected call volumes and number of support staff available.

Parkmobile uses a multi-tiered approach to Customer Service and Support.

Tier 1 – First level support. First level support is provided by a dedicated team of call center agents available to take calls for those requiring assistance in either registration or use of the system. Currently Parkmobile has a team of 10-12 dedicated agents for first level support during the business day (7am to 7pm Mon – Fri). A smaller team of 2-3 dedicated agents are available on Saturday during parking hours. The size of the team is scalable to support increases in traffic volume. Currently this team averages approximately 4000 calls per week. The average speed of answer (ASA) is 9 seconds. Abandonment rate is less than 4%. Average occupancy of dedicated agents is 59%.

Tier 1a – First level support overflow. To support higher traffic volumes during peak periods and on nights and weekends Parkmobile utilizes a team of pooled call center agents. This team can scale to meet spikes in demand and allows the flexibility to support significant changes in volume caused by marketing efforts and new launches.

Tier 2 – Second level support. Parkmobile utilizes an internal team of Customer Service employees to handle escalations and to provide direction and support to the Tiers 1 and 1a. The manager of the second level support meets weekly with the Tier 1 management to determine direction, review any issues raised, and provide training and instruction on any new implementations. Parkmobile forecasts call volumes on a rolling quarterly basis which allows the flexibility to hire and train additional dedicated Tier 1 agents prior to implementation.

Parkmobile's Customer Service Call Center and Support staff operations are PCI compliant.

- Specific to NCPA
- Registrations

Parkmobile currently utilizes four main methods for initial registration; Call Center, Interactive Voice Recognition system, Native mobile apps and Web based. As more end users adopt smart phone technology Parkmobile has seen a dramatic shift in registration type. Based on strong evidence of continued smart phone penetration Parkmobile has forecast the following breakdown of registration by type. Year 1 corresponds to the current breakdown of Parkmobile registrations.

	Registrations			
	Call Center	*IVR*	*Mobile*	*Web*
Year 1	15%	25%	50%	10%
Year 2	13%	23%	55%	9%
Year 3	10%	22%	60%	8%
Year 4	8%	20%	65%	7%

Transactions – Customer Service Call Center

In addition to providing support for registrations the Call Center / Customer Support also assists end users with a small percentage of transactions/questions. In the initial stages of the implementation the impact of these calls is fairly low but it builds as the transactional volume increases. Parkmobile operates on the principle of continuous improvement so we actively look for ways to improve the system and keep the highest percentage of transactions as self-service (either via the IVR, mobile apps and Web). Parkmobile utilizes an automated trouble ticket system (Zen Desk) to allow users to open tickets which are responded to by the Tier 2 team.

		Transactions		
	Call Center	*IVR*	*Mobile*	*Web*
Year 1	3%	30%	60%	7%
Year 2	3%	28%	63%	7%
Year 3	2%	25%	67%	6%
Year 4	2%	23%	71%	5%

Staffing impacts –

The forecasted call volume is expected to vary between 2000 calls per week (beginning month 1) and 3350 calls per week at the end of year 3. The initial mix of calls will be more heavily weighted towards registrations and this weighting shifts to transactional based calls over time. As the average length of a registration call is twice that of a transaction based call the load on the Customer Service/ Call Center remains fairly consistent throughout the 4 years. Parkmobile anticipates growing the Tier 1 dedicated team by 2-3 agents and the Tier 2 team by 1 agent. The Tier 1a team is structured to adjust based on fluctuations in volume. While this is a forecast, Parkmobile will use the actual traffic delivered to insure that adequate staffing levels are available to meet the requirements of NCPA clients.

Parkmobile Help Desk & Tier 2 Customer Support

Parkmobile manages all customer phone calls and customer complaints. Residents, businesses and visitors who use Parkmobile pay by phone parking have 24/7 access to the Parkmobile Helpdesk via a toll free 800 number that will be provided. The Helpdesk services are provided by IRT, a premium service provider. All Helpdesk representatives are well trained and equipped with username and password protected SSL 256 encrypted help desk pages, and are able to real-time assist customers.

The Helpdesk has a capacity of 150 call agents who are Parkmobile trained. The highest number of calls handled simultaneously to this point in time is 85, and our maximum capacity is currently 100 simultaneously (and easy to increase if necessary). Parkmobile has a Tier 2 Customer Support Center Helpdesk that resides in Atlanta, GA with highly trained and educated internal Support Representatives, during Business Days from 8.00 – 18:00 EST. Direct questions and customer complaints will be transferred to this Support Center to maximize customer satisfaction and customer experience. Customer emails are handled by this Tier 2 Team within 24 hours.

IRT, Parkmobile's help desk service provider, provides Parkmobile a daily disposition report including parking transactions started, extended and stopped by the help desk. This data will be shared with NCPA clients as part of the monthly management report set. Current customers utilizing the Help Desk to begin transactions is

minimal and most always is attributed to a newly-enrolled user who begins a parking transaction after completing his initial registration with a live agent.

IRT also provides Parkmobile a monthly disposition report. This report contains the top 3 three dispositions (customer requests) per month. This data will be shared with NCPA clients as part of the monthly management report set.

- **NCPA Client Support -** The vendor must provide the following services to NCPA clienst:
  - Technical support during normal business hours of 8:30 am to 6:00 pm, (EST). **- Compliant**
  - Engineering staff to perform development, testing, and deployment. **- Compliant**
  - Response times of less than 30 minutes for urgent issues. **- Compliant**
  - Resolution of urgent issues in less than 2 hours. **- Compliant**

The vendor must provide examples of development project plans and issue resolution processes with other clients.

Develop Project Plans and Issue Resolution Processes
Parkmobile utilizes the Agile project management framework Scrum for completing complex projects inclusive of software development and testing (software development lifecycle).

<u>Project Planning</u>

- Project prioritization
  - Determine the group of tasks that require completion within a given timeframe
    - Create a high-level estimate of our resources, ongoing projects, production support to determine the number and complexity of projects that can be completed (or started with carryover)
  - Determine the timeframe
    - Provide a release date
- Design Review
  - Development and Product Management review projects
    - Determine best process and implementation
    - Team discussion on possible methods to build and potential implications
- Project planning

  Each project is broken down as follows:
    - Discussed regarding requirements
    - Assigned to one or more individuals
    - Broken down into tasks
      - Development
      - Testing
    - Assigned hours for completion of project
  - All projects to be added to TFS
    - Sub-tasks will be added with all of the details and hours

- Development will update each task with notes and update the hours remaining per task
- Defects linked to each sub-task

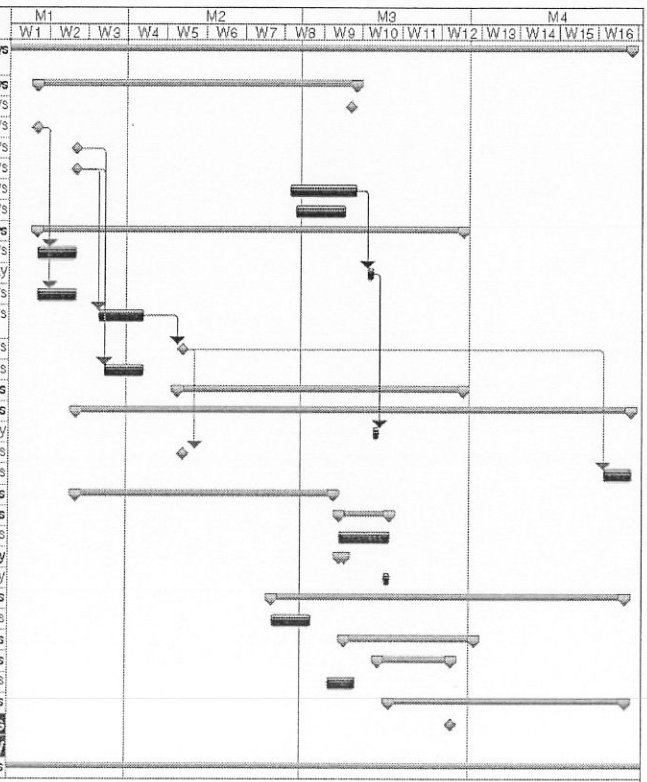
- Daily meeting
  - This 15 minute meeting will be used for development and QA to update all team members on any issues (non-defects) with current projects
- Pre-deployment
  - Review all projects planned for release
    - Opportunity to introduce all of the enhancements, changes, and defects that are part of the release
    - Mixture of both release notes and live walk-through demonstration
- Code Review
  - In-depth review and discussion about implemented code
    - Opportunity for the development team to discuss the changes within the system

Software developed through this process follows a set release cycle.

Parkmobile will provide a detailed project plan based on this methodology and will provide as necessary progress reports from development through implementation.

Example of an operational launch plan follows

ID	Task Name	Duration
1	**Washington DC Pay by Phone Implementation**	**263 days**
2	**Contract**	**41 days**
3	Contract	0 days
4	Internal Sales Operations Handoff Meeting	0 days
5	Lot/Zone Locations Overview Map	0 days
6	Zone and Rate Information	0 days
7	Merchant Processor Information	10 days
8	SOW Agreement	7 days
9	**Planning**	**54 days**
10	Marketing Plan	5 days
11	Merchant Account Information	1 day
12	Enforcement Integrations	5 days
13	Review and Finalize Zone and Rate Structure	6 days
14	Zone and Rate Client Formal Sign Off	0 days
15	Phased Deployment Planning	5 days
16	**Equipment Procurement**	**37 days**
21	**Development**	**71 days**
22	Payment Processor Key Received	1 day
23	Signage/Sticker Released for Fabrication	0 days
24	GPS Coordinates with Zone Numbers	5 days
25	**Integrations**	**32 days**
27	**Stabilization**	**7 days**
28	Rate and Zone Set Up - Production	7 days
29	**Integrations Verification**	**1 day**
31	Supplier Reporting Verification	1 day
32	**Deployment**	**45 days**
33	Help Desk Trained for Client	5 days
34	**Configure Handhelds**	**17 days**
41	**Officer Training**	**9 days**
51	Decomission Existing Vendors	5 days
52	**Phased Signage/Sticker Installation**	**30 days**
68	**Go Live Date - All Locations**	**0 days**
69	**Ribbon Cutting/Launch Party**	**1 day**
70	Marketing	296 days



Page 1

Parkmobile offers NCPA 24/7 technical support. The technical support desk is available during business hours via a designated toll free telephone number. After business hours and in the weekend there is a 'red phone'

cell number available day and night in case technical support would be needed. This red phone number is available 24/7.

Our technical support is usually able to solve an issue within one hour. However, if something unusual should happen that can't be solved within one hour, Parkmobile will provide a detailed report about the issue, the current status and estimated time to solve. At this level, the COO is informed and he will manage this issue personally in close cooperation with the CEO until the issue has been solved and NCPA has provided feedback that there is no longer an issue.

Training

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- Use of payment methods - **Compliant**
- Use of any websites designed for users and administrators. - **Compliant**
- Use of any enforcement tools. - **Compliant**

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website.

Parkmobile Training

Parkmobile will provide training on an individual location basis or in a group setting as requested by NCPA clients. Additionally, Parkmobile will provide additional training as needed or as requested at prevailing rates throughout the length of the contract. Additional training shall be determined by the system's need and provided based upon practicality and reasonableness.

Parkmobile will provide a training program for technicians and staff responsible for:

- Start-up
- Programming rates, valid parking times, etc., through the management software.
- Monitoring the system.
- Data file collection, credit card reports, system monitoring and auditing, setup and maintenance of security, etc.
- Enforcement
- Parkmobile shall provide a thorough outline of the training content and provide sample training schedule. The schedule shall include periodic refresher training (continuing education).

Training & Deployment

A critical step before launching the pay by phone service will involve training of the NCPA client parking staff. This training will focus upon two key areas and will be handled repeatedly up until the date of deployment.

Reporting: Parkmobile will designate one of its own staff members to review thoroughly with the NCPA client parking staff the transaction reports produced from Parkmobile's database. Moreover, Parkmobile will show in a demo environment (pre-launch) the ability to access detailed transactions as well as revenue summary reporting via a username and password protected internet portal designed specifically for the use of NCPA clients. At that time, Parkmobile will also work with the parking staff to

create user names and passwords to utilize when accessing the online reporting database. Finally, Parkmobile will make this staff member available to assist the parking staff with follow up training questions and reporting needs over the course of the term of the engagement.

Enforcement: in cooperation with the current enforcement solution, Parkmobile will provide training to the enforcement officers so that they understand the steps required in order to enforce successfully on the parker's license plate. Parkmobile will shadow officers in the field to be certain that the system functions as anticipated in the physical parking environment(s).

The training for the users will cover the usage of Parkmobile products. After the training, the users will be able to perform all required tasks regarding pay by phone. Actual timing will be determined when we know how many people we must train and how enforcement will be handled.

Trainees
Users of the Parkmobile's products

Course outline

- Pay by phone
- Enforcement administration
- Reporting

Required level for this training

We recommend that delegates have at least experience in using browsers to get access to the internet and the basic Windows functionality.

Schedule
The delegates will be trained in workshops using the materials provided by Parkmobile. Each workshop will require a maximum of four (4) hours per day and a maximum of 12 delegates. The schedule for each workshop is as specified:

Implementation (Year - 1)

- Pay by phone (1 day in-house)
- Enforcement administration (1 day)
- Reporting tools (1 day)

Post Year - 1 (Annual Training)

- 1 day of training (both new hires and tenured staff who require a refresher course)
- Pay by phone (0.25 day in-house)
- Enforcement (0.5 day)
- Reporting tools (0.25 day)

Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- Development schedule. - **Compliant**
- Testing schedule. - **Compliant**
- Roll out schedule. - **Compliant**
- Marketing schedule. - **Compliant**
- Training schedule. - **Compliant**

The participant must provide a tentative deployment schedule for NCPA that includes all services.

Deployment Plans for other clients (Washington, DC and Hollywood, FL) are found as Addendum - I V.

Parkmobile's Proposed Implementation Plan for NCPA is found as Addendum - V

While Parkmobile follows a disciplined approach when planning implementations, we also recognize that every implementation exhibits unique elements. The NCPA Program, we feel certain, will be no exception to this rule. In order to discern special situations and formulate a customized plan catering directly to NCPA's client needs, Parkmobile will adhere to the following implementation process:

Step 1 – Envisioning and Planning – approximately 1 week
The first step in Parkmobile's process will be to interview key participants associated with the pay by phone solution. This session will include NCPA clients as well as any other third-party representatives NCPA deems appropriate. In our experience, we have found it extremely advantageous to spend several days with those stakeholders looking strategically at the specific needs and requirements associated with the full parking operation. From these meetings we will determine how pay by phone participates and interacts with the overall goals & objectives of the business. Rather than experiencing "tunnel vision" and focusing only on the nuts and bolts of the rollout, this process will help all parties foresee future obstacles in the operational lifecycle of the pay by phone product that might be avoidable if properly identified early in the envisioning and planning phase. Simply said, we will intentionally collaborate sooner rather than later so that important details do not go unattended.

Once the strategic plan has been devised between all parties, Parkmobile will convey the results by incorporating them into a specific planning document that will be circulated for final review. Upon formal approval of this plan, Parkmobile will begin the detailed process of collecting information, drafting marketing campaigns, initiating artwork for stickers, and performing on-site scouting trips to obtain all remaining relevant data necessary to ensure a seamless offering of the pay by phone solution.

Step 2 – Development and Stabilization – approximately 4 weeks
The next major step relating to the implementation process will involve the completion of any additional interface with Display Machines, as well as the current enforcement system utilized by the NCPA client. Having obtained extensive understanding from the creation of the strategic plan from Step 1, Parkmobile's internal development team will use the business requirements gleaned from that plan document to create custom integration between the Parkmobile operating platform and the hardware & software solutions utilized by the NCPA client. Once each integration has been completed, Parkmobile will perform extensive quality assurance testing with NCPA client's systems to ensure that the tools built are stabilized and work as anticipated. These tests will include using sample data to track if data transmissions between the Parkmobile platform and NCPA

client's systems respond positively. In addition, Parkmobile will provide NCPA clients with sample reporting produced as a result of the integrations, including sample .csv files or similar files structures that will be used to transmit data to any of the NCPA client's back office systems. Simultaneously, Parkmobile will begin its own internal training process on any custom-built integrations with NCPA clients so that NCPA employees and other stakeholders will be subsequently trained properly.

Step 3 – Training & Deployment – approximately 1 week
The final critical step before launching the pay by phone service will involve training of the NCPA client and its enforcement staff. This training will focus upon two key areas and will be handled repeatedly up until the date of deployment: reporting and enforcement.

- **Reporting:** Parkmobile will designate one of its own staff members to review thoroughly with the NCPA staff the transaction reports produced from Parkmobile's database. Moreover, Parkmobile will show in a demo environment (pre-launch) the ability to access detailed transaction as well as revenue summary reporting via an internet portal designed specifically for the NCPA client. At that time, Parkmobile will also work with the NCPA client to create user names and passwords to utilize when accessing the online reporting database. Finally, Parkmobile will make this staff member available to assist the NCPA with follow up training questions and reporting needs over the course of the term of the engagement.

- **Enforcement:** Parkmobile will provide training to the enforcement officers so that they understand the steps required in order to enforce successfully on the parker's license plate via the integrated solution built with the NCPA client's current enforcement hardware & software. As a secondary means for accessing enforcement data, Parkmobile will bookmark on each web-enabled enforcement device the Parkmobile "nForce Web Service" so that the officer will have instant access to real-time parking data. Moreover, Parkmobile will demonstrate for each officer the process of refreshing the device to display active license plates. Finally, Parkmobile will shadow officers in the field to be certain that the system functions as anticipated in the physical parking environment(s).

Step 4 – Post Deployment Follow Up – approximately 4 weeks
Once the implementation has successfully launched, Parkmobile will continue to monitor the project heavily to ensure that all facets of the operation work together in harmony. Parkmobile will follow up on critical components daily, such as: transaction settlements, enforcement effectiveness, and revenue reporting. Parkmobile will also initiate a feedback forum with NCPA client to answer outstanding questions and concerns or offer suggestions for service improvements. Once all feedback has been resolved and NCPA client is satisfied with the deployment, Parkmobile will transition an Account Manager to NCPA client who will continue to assist and address any future and ongoing needs.

Implementation staff training, certification and recertification - Continuous improvement is an integral part of our quality circle and lessons learned approach to enhancing our deployments and speed to market while maintaining a high level of quality. After each deployment implementation managers are moderated in a lessons learned forum, to collaborate and enhance on any facet that enables speed to market, customer experience improvement, or operational streamlining. Value stream mapping and value add analysis is part of the lessons learned forum to make sure each project manager is continuing to refine his or her skills, to ensure flawless execution.

Applications of lessons learned from previous projects - Lessons learned on previous projects can be exemplified by our lead time with signage and stickers, and the potential delay it yielded for deployments. To

the extent possible, we have standardized our sign strategy, which allows for simultaneous deployments on a large scale enabling the system to go live on a range of 50 spaces to 50,000 spaces in a matter of days. The lessons learned with signs has also significantly reduced the sign lead time from 2 weeks, to shipping time only, as with standardized signs we now have a warehouse inventory of signs that can be expedited as needed.

Implementation of new project management tools and systems - MS Project has been the proven successful backbone for individual project management and overall project management. As we have several implementations that operate in parallel in various regions of the country, we have built a master project file with all individual deployments that build up to a master comprehensive file. This file is maintained by all project managers on a daily basis with their individual milestones in mind, and it is maintained in a fashion where it is checked out and checked back in via Drop Box. This oversight from large scale milestones, to individual deployment milestones allows anyone in the company to access status of any deployment that is underway and at any stage of the deployment process. Daily meetings with the operational team occur, where key milestones are discussed and prioritized or escalated as necessary.

Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

- Digital virtual permit management system for monthly, residential, visitor and other parking related permits
  - The whole life cycle of a permit must be automated. **Compliant**
  - Registration, application, (auto renewal) payments, approval (if applicable), and issuance must be performed online. **Compliant**
  - Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home. **Compliant**
  - Online personal account for permit holder to update information and manage their account. **Compliant**
  - Waiting list and mass email functionality. **Compliant**
- Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as but not limited to:
  - Mobile payments for parking system. **Compliant**
  - Pay by plate (multi space meter). **Compliant**
  - Digital permit management system. **Compliant**
  - Enforcement. **Compliant**
- Access for mobile payment users to gated parking facilities via:
  - QR Code, either via scanning within a mobile app or scanning at the gate. **Compliant**
  - Near Field Communication (NFC). **Compliant**
  - RFID or Proximity Cards. **Compliant**

- License Plate Recognition (LPR). **Compliant**

- Electrical Vehicle Charging.

- Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates). **Compliant**

- Integrations with all major meter equipment, ticket software applications and sensor technology providers. **Compliant**

- Warranty
- Proposals should address each of the following:

  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period. **Compliant**
  - Availability of replacement parts **Compliant**
  - Life expectancy of equipment under normal use **Compliant**
  - Detailed information as to proposed return policy on all equipment **Compliant**

WARRANTY/MAINTENANCE

The following is Parkmobile's standard warranty as it applies to the product being offered, which is not equipment or requiring of an installation. Parkmobile is offering a hosted mobile payment solution.

Representations and Warranties. Each of Parkmobile and Client hereby represents warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

Disclaimer of Warranties. EXCEPT AS EXPRESSLLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," AND PARKMOBILE MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AGAINST INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY PARKMOBILE, OR OTHERWISE

ARISING UNDER THIS AGREEMENT. PARKMOBILE DOES NOT WARRANT THAT All ERRORS CAN BE CORRECTED OR THAT OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE, AND CLIENT ASSUMES All RISKS ASSOCIATED WITH THE SOFTWARE AND PRODUCTS AND SERVICES PROVIDED BY PARKMOBILE.

- **Franchise Tax**
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

    Answer: Parkmobile is not delinquent in the payment of any franchise taxes and does not currently participate in any franchising.

SECTION VII - PRICING

Pay by phone parking is offered at no initial cost. This virtual (SaaS) service is hosted. 24/7 access to online reports and real time enforcement database are included.

Parkmobile charges a $0.35 convenience fee per transaction (one free SMS/Text reminder included). This is clearly communicated to the user in the registration process. The convenience fee will only be paid when they use the system. As an option, Parkmobile offers the Preferred Parker membership with additional services available. Preferred parkers pay a monthly fee of $1.75 (directly processed to Parkmobile) and a $ 0.25 per transaction convenience fee. The SMS/TXT reminder service offers more options (e.g. receiving more SMS/TXT reminders).

SECTION VIII - VALUE ADDED PRODUCTS AND SERVICES

ENFORCEMENT SOLUTIONS FOR NON-GATED NCPA PARKING LOCATIONS

Parkmobile offers several types of enforcement either based on License Plate Recognition or Pay by Space stall number as identification method: manual entry of license plate number or (range of) zone number(s), license plate recognition with any web enabled hand held device, and drive-by license plate recognition (with car mounted cameras). Parkmobile enforcement solutions are web-based and real-time. Parkmobile can provide the NCPA client Enforcement Officers with a bookmarked URL in the browser of any web-enabled hand held device, stating pay by phone parking transactions (and multi-space meters, after integration).

Enforcement officers scan the license plate number (or enter it manually) to enforce an individual vehicle. Within a few seconds (depending on connectivity) the requested information will show up on the screen of the hand held device, stating a valid or invalid parking transaction. Alternatively, a group of zone numbers can be entered (e.g. single space meters in one street, e.g. zone 100 to 200) providing an overview of all pay by phone parking transactions. License plate recognition with hand held units is an effective and efficient solution if the adoption rate of digital parking (pay by phone parking, digital permits) is 20% or higher.

In the case of multi-space meter lots or at lots with Pay by Space Honor Boxes, Parkmobile offers enforcement officers the option to enter the zone number and get an overview of all pay by phone or permit parked vehicles in that zone. The Enforcement officer is able to scroll in the overview of the web-enabled device to see all parking transactions in order alphabetically, numerically, or by stall number.

Drive-by enforcement (using car-mounted cameras) creates significant economies of scale and user benefits. It is by far the most effective enforcement solution. Any car with a V6 engine or upgraded battery can work with the in-car tablet PC and Autovu back office software. Parkmobile is integrated with this type of enforcement at the LAZ operated MTA lots in New York (pay by phone and permits) and the City of Norwalk, CT (pay by phone).

EXTENSION OF MOBILE PAYMENT SOLUTION – PAYING FOR FARES

The success of Parkmobile's mobile payment solutions has created numerous new opportunities. These opportunities are natural extensions of what has become the most important device for millions of people: the smart phone.

People are used to paying for parking with their phone. They use our mobile apps to real-time update information. Parkmobile was the first provider to introduce a full mobile application in 2010. Today, more than 65% of our transactions are run via one of our native applications. It is an understatement to conclude this game changing technology has hit the sweet spot for parking related services.

A mobile payment solution for transit fares has become a reality. Parkmobile account holders can use their mobile wallet to pay for transit fares. The transaction is identically processed according the highest security standards in the payment processing industry: PCI DSS level 1.

MOBILE APPLICATION

Parkmobile will add a new feature to its mobile apps, paying for NCPA client transit fares. The commuter has the ability to enter the desired route in the app. The Parkmobile system will calculate the applicable rate based on the commuters choice. Before activation, the commuter needs to confirm the transaction to mitigate any user errors. After confirmation the transaction is valid. The Parkmobile system can send a confirmation email / SMS/TXT with a (link to) QR code for payment confirmation and verification (like a boarding pass). The transaction is now marked as activated in Parkmobile's central database. During the commute NCPA personnel can verify the validity of the transaction by scanning the QR code with any web enabled device and check Parkmobile's central database.

To optimize user experience Parkmobile offers the commuter the option to store several routes into the mobile app's user profile.

Alternative fare options such as a multi-day passes are available with the mobile app.

CONTINUOUS IMPROVEMENT

Staff training, certification and recertification - Continuous improvement is an integral part of our quality circle and lessons learned approach to enhancing our deployments and speed to market while maintaining a high level of quality. After each deployment implementation managers are moderated in a lessons learned forum, to collaborate and enhance on any facet that enables speed to market, customer experience improvement, or operational streamlining. Value stream mapping and value add analysis is part of the lessons learned forum to make sure each project manager is continuing to refine his or her skills, to ensure flawless execution.

Applications of lessons learned from previous projects - Lessons learned on previous projects can be exemplified by our lead time with signage and stickers, and the potential delay it yielded for deployments. We have standardized our sign strategy, which allows for simultaneous deployments on a large scale enabling the system to go live on a range of 50 spaces to 25,000 spaces in one day. The lessons learned with signs has also significantly reduced the sign lead time from 2 weeks, to shipping time only, as with standardized signs we now have a warehouse inventory of signs that can be expedited as needed.

Implementation of new project management tools and systems - MS Project has been the proven successful backbone for individual project management and overall project management. As we have several implementations that operate in parallel in various regions of the country, we have built a master project file with all individual deployments that build up to a master comprehensive file. This file is maintained by all project managers on a daily basis with their individual milestones in mind, and it is maintained in a fashion where it is checked out and checked back in via Sharedrive housed in Atlanta. This oversight from large scale milestones, to individual deployment milestones allows anyone in the company to access status of any deployment that is underway and at any stage of the deployment process. Daily meetings with the operational team occur, where key milestones are discussed and prioritized or escalated as necessary.

3

Introduced by: Bhalla

Seconded by: Doyle

CITY OF HOBOKEN
RESOLUTION NO. : ___

A RESOLUTION TO CONTINUE THE OPERATION OF A PILOT MULTI-USE PATH ON SINATRA DRIVE

WHEREAS, Chapter 190 of the General Code of the City of Hoboken establishes the rules and regulations associated with circulation and parking within City borders; and,

WHEREAS, the Hudson River Waterfront Walkway (HRWW) is envisioned as a continuous 18.5 mile multi-use waterfront corridor for public use from Bayonne to the George Washington Bridge; and,

WHEREAS, while the requirement to construct the walkway is triggered by development activities along the waterfront properties, which has resulted in certain "gaps" in the existence of the walkway, major sections of the HRWW have been completed in recent years, including the connection at Weehawken Cove, the reconstruction of Sinatra Park, and a segment adjacent to Stevens Institute of Technology property; and,

WHEREAS, the last major uncompleted segment of the HRWW in Hoboken is along a section of industrial waterfront owned by Union Dry Dock, where only a very narrow sidewalk is overwhelmed by thousands of people per day enjoying the waterfront; and,

WHEREAS, because of major sidewalk congestion, waterfront users are often pushed out into an active vehicular travel lane which creates hazardous, uncomfortable, and undesirable conditions for these users; and,

WHEREAS, a pilot project was conducted on Earth Day weekend 2016 that involved the temporary conversion of the east side parking lane of Sinatra Drive adjacent to Union Dry Dock into an approximately 10 foot wide, physically-protected multi-use path; and,

WHEREAS, 72 percent of 373 respondents to a survey conducted during Earth Day weekend expressed their desire to make the pilot multi-use path on Sinatra Drive permanent; and,

WHEREAS, making the pilot multi-use path permanent is to be considered only a first step in a larger process to make Sinatra Drive a more complete street and does not preclude the incorporation of further design changes to the corridor near Union Dry Dock; and,

WHEREAS, May is National Bike Month, and extending the operation of a pilot multi-use path on Sinatra Drive to bridge Hoboken's final gap in its waterfront multi-use path builds on the city's status as a Bike Friendly Community.

NOW, THEREFORE, BE IT RESOLVED, beginning May 20, 2016, the pilot program implementing a physically protected multi-use path on the east side of Sinatra Drive adjacent to Union Dry Dock shall recommence immediately and shall continue until the earlier of September 30, 2016 or the date upon which action is taken on a proposed ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 190 ENTITLED "VEHICLES AND TRAFFIC" TO CREATE A NEW ARTICLE TITLED XXXVI: MULTI-USE PATHS", and it is rejected or becomes effective (i.e., approval by the Mayor), in substantially similar form as follows:

A. No stopping or standing shall be permitted at any time on the east side of Sinatra Drive beginning at the southerly curbline of Frank Sinatra Drive North and continuing 1,090 feet southerly therefrom.
B. No Stopping or Standing signage that is compliant with Manual of Uniform Traffic Control Devices (MUTCD) standards shall be clearly posted at both endpoints of the Sinatra Drive Multi-Use Path.
C. Physical barricades shall be installed along the edge of the parking lane line approximately 10 feet laterally from the eastern curbline of Sinatra Drive from the southerly curbline of Frank Sinatra Drive North and continuing 1,090 southerly to prevent motor vehicles from accessing the Sinatra Drive Multi-Use Path.
D. The Sinatra Drive Multi-Use Path shall be for the exclusive use of pedestrians, human-powered vehicles, and low-speed electric vehicles that cannot exceed 15 miles per hour.
E. A user who is operating a human-powered or low-speed electric vehicle upon the Sinatra Drive Multi-Use Path shall yield to the right-of-way to any pedestrian.
F. All users of the Sinatra Drive Multi-Use Path shall:
    1. Travel at a rate of speed which is reasonable and prudent under the conditions at the point of operation, taking into account the amount and character of pedestrian traffic, grade and width of path, and condition of surface;
    2. Obey all instructions of any traffic control device, warning sign, or pavement marking applicable to use of the multi-use path, unless otherwise directed by a police officer, including, without limitation: speed limit, stop, yield, caution, warning and dismount signs;
    3. Exercise due care and caution to avoid colliding with any other users;
    4. Refrain from entering any portion of the multi-use path when it is flooding or contains standing water;
    5. Travel as near to the right of the path as is safe, except as may be appropriate while preparing to make or making turning movements, or while overtaking or passing another user traveling in the same direction;

6. Pass other users on the left and only when it can be done safely, returning to the right only when safely clear of the user being passed;
7. Give an audible warning signal (e.g. voice, bell, or mechanical signaling device) and/or provide a minimum of three (3) feet passing distance between themselves and another user before passing another user; and
8. Remove themselves and any equipment off of the multi-use path when stopping, standing, or parking.

G. No person, other than authorized maintenance and public safety officials including those authorized by the Director of Transportation and Parking or the Director of Environmental Services to conduct street sweeping, plow snow, or carry out other forms of infrastructure maintenance, shall operate, use or place any vehicle or device with an attached motor or power unit that may exceed 15 miles per hour, whether or not it is in operation, upon the Sinatra Drive Multi-Use Path.

BE IT FURTHER RESOLVED, an area extending 10ft. out from the easterly curbline of Sinatra Drive, beginning at the southerly curbline of Frank Sinatra Drive North and extending 1,090 feet southerly therefrom shall be dedicated for human-powered transport only.

Meeting date: May 18, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Prokop, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher				/
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: MAY 18 2016

CITY CLERK

4

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO CHAS S WINNER INC. TO PURCHASE TWO (2) VEHICLES FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH NJ STATE CONTRACT T2776/88728 IN THE TOTAL AMOUNT NOT TO EXCEED $74,015.00

WHEREAS, the City of Hoboken requires two (2) vehicles for the Police Department; and,

WHEREAS, the Administration intends to use Chas S Winner Inc. using their NJ state contract #T2776/88728, for said goods and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for two (2) vehicles to Chas S Winner Inc. for a total not to exceed contract amount of Seventy Four Thousand Fifteen Dollars ($74,015.00), for goods and services as described in the attached proposal from Chas S Winner Inc. dated May 10, 2016 and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for a total not to exceed Seventy Four Thousand Fifteen Dollars ($74,015.00), for goods and services as described in the attached proposal from Chas S Winner Inc. dated May 10, 2016, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal and Purchasing Agent recommendation shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

   Chas S Winner Inc.
   DBA Winner Ford
   250 Berlin Road
   Cherry Hills, NJ 08034

Meeting date: May 18, 2016

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Alysia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO CHAS S WINNER INC. TO PURCHASE TWO (2) VEHICLES FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH NJ STATE CONTRACT T2776/88728 IN THE TOTAL AMOUNT NOT TO EXCEED $74,015.00

AMOUNT TO BE CERTIFIED:

$74,015.00

ACCOUNT NUMBER TO CERTIFY FROM:

$70,000 6-01-44-900-005
$4,015 6-01-25-241-044

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $74,015.00 is available in the following appropriation: $70,000 from 6-01-44-900-005 and $4,015 from 6-01-25-241-044; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:
MAY 18 2016

_____
CITY CLERK

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: May 11, 2016

To: Corporation Counsel, City of Hoboken

From: Al B. Dineros

Subject: Request for a Resolution to Award the Contract to Purchase Police 2 Police vehicles

Police Department needs to purchase two (2) Police vehicles.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract utilizing NJ State Contract T2776/88728. The vendor will be:

CHAS S WINNER INC
DBA WINNER FORD
250 BERLIN ROAD
CHERRY HILL, NJ 08034

The following information provided:

2017 Police Interceptor Utility, All Wheel Drive – 1 EA	$37,123.00
2017 Ford Expedition, 4X4 EL Extended length – 1 EA	$36,892.00
Total	$74,015.00

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

T-2226

5/10/2016

Linda Hoffman
(856)214-0759 Phone
(856) 488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

2017 Police Interceptor Utility, All Wheel Drive
Base Vehicle 23069.00

- 3.7L V6 Engine
- 6 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Radio Noise Suppression
- Keyed Alike
- Courtesy Lamps Disable
- Rear Door Locks In op
- Rear Window Switch Disabled
- Back up Camera
- Red/Clear Dome 5"
- Headlamps Prep Pkg.
- Tail Light Prep Pkg.
- Drivers Side LED Spotlight
- Power Heated Mirrors
- EAI53 80 Amp Power Source
- Skid Plate
- Paint Black and White

Total 26893.00

Linda Hoffman
(856)214-0759 Phone
(856) 488-1915 Fax
lhoffman@winnerford.com

Marked Police Interceptor	8525.00
Whelen Duo Liberty All LED Light Bar	
Red/Blue & all white front	
Red/Blue & all amber rear	
IONs in Front Headlights	
Reverse Lights LED Vertex	
EAI Pro Switch Box with Slider Control	
HF100 Siren with Speaker and Bracket	
18" Console w/ arm rest, cup holder, mic clip	
Prisoner Partition	
Rear Partition	
Lift Gate Mounted LED's Red/Blue	
Push Bumper with Front and Side Lights, Red/Blue	
Decals Supplied and Installed	1705.00
COMPLET COST OF VEHICLE:	37123.00

5/10/2016

Linda Hoffman
(856) 214-0759 Phone
(856) 488-1915 fax
lshoffman@winnerford.com
N.J. Contract # A88728

2017 Ford Expedition
Special Service Vehicle 4X4 EL extended length

Base vehicle

- 3.5l V6 Eco Boost engine
- 6 speed automatic transmission
- Safety canopy
- Side air bags
- Cloth front bucket seats
- Vinyl second row bench seat
- P265/70Rx17 BSW all season tires
- AM/FM radio with CD player
- Heated mirrors
- Privacy glass
- Vinyl floor covering
- Keyless entry keypad
- Remote keyless entry
- 4 wheel anti lock brakes
- Tire pressure monitoring system
- Air conditioning
- Power lock and windows
- Column shifter
- Running Boards
- Skid Plates
- Trailer Tow Package
- Paint Black and White

Total **32603.00**

Linda Hoffman
(856) 214-0759 Phone
(856) 488-1915 fax
lshoffman@winnerford.com

Emergency Equipment	4289.00
Whelen Inner Edge	
Grill Lights	
4 corner Vertex LED's, Front RB Split, Rear Clear	
Siren, speaker and bracket	
Switchbox	
Console with armrest, cup holders,	
And, mic clip	
Rear Window LED Avengers	
COMPLETE COST OF VEHICLE:	36892.00

Batch Id: GDS Batch Date: 05/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
6-01-44-900-005 2016 POLICE SUV PURCHASES	Encumbrance	CFO Cert for meeting 05/16/16 chas a w	70,000.00	1
6-01-25-241-044 Equipment & Supplies Other-Police	Encumbrance	CFO Cert for meeting 05/16/16 chas a w	4,015.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	74,015.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	74,015.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	74,015.00
Total:	2	74,015.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	74,015.00

Batch: GDS Updated Entries: 2 Updated Amount: 74,015.00 Ref Num: 4148

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE A PILOT PROGRAM, UNDER HOBOKEN CODE SECTION 168-51D, FOR EXTENDED HOURS AT PROPERLY LICENSED SIDEWALK CAFES

WHEREAS, the City of Hoboken's restaurants are typically slower in the summer months and the weather lends itself to outdoor dining: and,

WHEREAS, extending the hours of operations of sidewalk cafes during summer months will allow for an extra hour of outdoor dining for residents and visitors; and

WHEREAS, this Pilot program will be a way to determine if extended hours in summer months is beneficial to the community and businesses.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby continues to authorize operating hours from 8AM until 11:00PM for properly licensed sidewalk cafes, pursuant to Hoboken Code Section 168-51D, on all dates in June except those expressly listed below which shall be authorized for extended hours as described herein.

BE IT FURTHER RESOLVED that the City Council hereby authorizes extended operating hours from 8AM until 12:00AM (midnight), without any change in the hours of service of alcoholic beverages, under Hoboken Code Section 168-51D, for properly licensed sidewalk cafes on the following dates:

- June 2rd , 3rd , 4th , 9th ,10th , 11th , 16th ,17th , 18th , 23rd , 24th , and 25th of 2016

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and the City Clerk for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this pilot shall take effect immediately, and shall terminate on June 26, 2016.

Meeting date: May 18, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Acting Corporation Counsel , Esq.

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco		✓		
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: MAY 18 2016

CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: MAY 18 2016

CITY CLERK

Introduced by: 6
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO AMEND THE AWARD OF THE CONTRACT TO STARR WHITEHOUSE FOR THE PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 FOR THE CITY IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE AMOUNT NOT TO EXCEED AMOUNT BY $108,600.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $675,792.00.

WHEREAS, the City previously awarded and thereafter amended a design, permitting and construction oversight contract to Starr Whitehouse for Block 12, for a total actual not to exceed amount of $567,192.00 through December 31, 2015, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount an additional $108,600.00 in accordance with the attached April 22, 2016 proposal, for a new total contract amount of $675,792.00; and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

A. This resolution amends the contract to Starr Whitehouse, for an additional $108,600.00 (for services as described in the attached April 22, 2016 proposal of Starr Whitehouse); and, aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; to the extent that the attached June 24, 2015 proposal seeks to amend any terms other than the contract amount and scope of services, including but not limited to administrative terms, same shall be rejected.

B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.

C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: May 18, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Picko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino				

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AMEND THE AWARD OF THE CONTRACT TO STARR WHITEHOUSE FOR THE PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 FOR THE CITY IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE AMOUNT NOT TO EXCEED AMOUNT BY $108,600.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $675,792.00.

AMOUNT TO BE CERTIFIED:

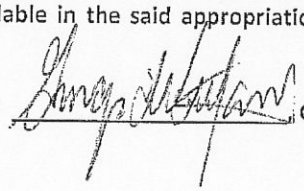
$108,600.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $108,600.00 is available in the following appropriation: C-04-60-715-311; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

Batch Id: GDS Batch Date: 05/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-311 Z-370 CONSTRUCT SOUTHWEST RESIL. PARK	Encumbrance	CFO Cert for meeting 05/16/16 starr	108,600.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	108,600.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	108,600.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	108,600.00
Total:	1	108,600.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	108,600.00

Batch: GDS Updated Entries: 1 Updated Amount: 108,600.00 Ref Num: 4147

STARR WHITEHOUSE
Landscape Architects
and Planners PLLC

80 Maiden Lane, Suite 1901
New York, New York 10038
212.487.3272, Fax 212.487.3273
www.starrwhitehouse.com

April 22, 2016

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Subject: Hoboken SW Block 12 Park Design, Additional Services 7

Dear Mr. Marks,

I am writing to request additional funding for an expanded scope of professional services for Landscape Architectural Construction Administration Services, Structural Design Construction Administration Services, Electrical and Plumbing Construction Administration Services and RFP Administration Services for the City of Hoboken during the construction of Southwest Park. These proposed additional services represent design services in support of construction, which are separate from on-site construction resident management. The request is presented as a summary, followed by background information supporting the request:

1. **Landscape Architectural Construction Administration Services** — The original agreement between Starr Whitehouse and the City of Hoboken assumed a construction period of 36 weeks. The current contract calls for a 52 week construction period. The park scope has significantly grown, as have the associated quantity of submittals, shop drawings and field mock-ups for quality assurance. Additional features, including a public bathroom (the Portland Loo), a stone seating terrace, and additional stormwater management features, have increased the amount of design services during construction needed to ensure the park is built to specification. In order to meet this demand, Starr Whitehouse will provide additional services for site observation and construction administration, to include the following services:

    a) Coordinate with the City of Hoboken, the selected Construction Management firm, NJDEP, and other Contractors (PSEG and Wifi/Security).
    b) Attend bi-weekly Construction meetings convened by Construction Manager.
    c) Provide periodic site observation services to ensure all work is installed according to the plans and specification.
    d) Assist in quality material sourcing and approvals (all stone, finish and plant materials)
    e) Field approvals of hardscape design layout (plant beds and curbs, walls, paving, terraced seating, and dog run features)
    f) Field approvals of planting layout and planting implementation
    g) Approve field mock-ups of all hardscape elements

h) Coordination of all submittals for design team
i) Liaison between design team and selected Construction Management firm
j) Construction observation for Portland Loo restroom additional scope

The total fee for this work is $75,000. This would expand our fee to accommodate the whole construction period of 52 weeks as well as provide 8 additional staff hours per week and additional senior staff time for supervision, coordination, and quality assurance.

2. **Structural Design Construction Administration Services** — The design of building foundations, retaining walls, a stone terraced seating structure and 25 foot light poles over soils that were found to be unsuitable for conventional foundation design by the Geotechnical Engineering report will require the services of a qualified, licensed structural engineer to review the shop drawings for these items. The attached statement by Langan satisfies this requirement for additional shop drawing review and construction administration services. The total fee for this work is $8,000.

3. **Electrical and Plumbing Construction Administration Services** — The original construction administration fee did not account for a restroom on site, nor coordination with other Contractors. Additional services are requested for Coordination with PSEG, Security/Wifi Contractor, and site observation visits for water, electric and sanitary service. The attached proposal by Dagher Engineering satisfies this requirement for additional review and construction administration services. The total fee for this work is $8,600.

4. **RFP Administration Services for the City of Hoboken** — Starr Whitehouse has been pleased to provide proposal solicitation services and perform administrative tasks beyond those required for the project design and NJEIT grant application. Starr Whitehouse has provided a project scope for Construction Management, solicited proposals from four firms (2 prequalified), and structured a comparison matrix of the proposals. The total fee for this work is $5,000. In the event that the City contracts with a firm other than Starr Whitehouse for Construction Management, the scope of Starr Whitehouse's administrative duties excludes further administrative tasks between the City of Hoboken and the selected firm.

5. **Additional Reimbursable Expenses for Final Design Phase** — The Starr Whitehouse team has provided printed documentation materials for three NJEIT reviews and comment responses, two Hudson County reviews, various permits and applications, and various presentations, depleting our original reimbursable expense budget. The total allowance for additional reimbursable printing expenses is $12,000.

Items 1 through 4 above total $96,600 in professional services. With Item 5, the $12,000 allowance for reimbursable expenses, Additional Services 7 totals $108,600.

Except where otherwise amended by this Additional Services 7, all other terms of the Southwest Park design contract between Starr Whitehouse and the City of Hoboken remain in effect.

Please let me know if you have questions or need additional information for your review and approval of these requests.

Sincerely,

Stephen Whitehouse

Stephen Whitehouse, ASLA, AICP
Partner

Attachments:
Langan Engineering proposal (3 pages)
Dagher Engineering proposal (1 page)

TRUE COPY OF A RESOLUTION ADOPTED BY
E COUNCIL OF THE CITY OF HOBOKEN, N.J.
MEETING HELD ON: MAY 18 2016

James J. Farina
CITY CLERK

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO.

RESOLUTION AWARDING A CONTRACT TO FLANAGAN'S CONSTRUCTING GROUP, INC. FOR THE PROVISIONS OF HOBOKEN SOUTHWEST BLOCK 12 PARK IN ACCORDANCE WITH THE CITY'S BID NO. 16-03 IN THE TOTAL NOT TO EXCEED AMOUNT OF $4,907,567.50

WHEREAS, bids were received for Hoboken Southwest Block 12 Park project, as specified in Bid Number 16 - 03; and,

WHEREAS, two (2) bids were received, the being:

VENDOR	TOTAL BID PRICE
1. Flanagan's Contracting Group, Inc. 90 Old Camplain Road Hillsborough, NJ 08844	$4,907,567.50
2. Justinian Builders, Inc. 338 7th Street, Ground Floor Jersey City, NJ 07302	$5,376,474.65

WHEREAS, pursuant to the recommendation of the City Architect (attached hereto) the City wishes to contract for the services specified in Bid No. 16 - 03, and Flanagan's Contracting Group, Inc. submitted the lowest, responsible, and responsive bid in the amount of $4,907,567.50; and,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

A. This resolution awards a contract, in a form supplied by the City to the contractor and engineer, to Flanagan's Contracting Group, Inc. for Bid No. 16 - 03, in the total amount of Four Million Nine Hundred Seven Thousand Five Hundred Sixty Seven Dollars and Fifty Cents ($4,907,567.50) for Hoboken Southwest Bock 12 Park Project; and said contract shall be to Flanagan's Contracting Group, Inc. in accordance with the specifications as set forth in Bid No. 16 - 03.

B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Architect's recommendations; therefore, none will be accepted in performing obligations under the bid.

D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

E. Bid No. 16-03, and the contract entered into thereunder, is subject to the liquidated damages clause, the performance bond, and the environmental bond obligations defined within the language of the bid documents, and the contract awarded herein under Bid No. 16-03 shall be subject to said obligations as well.

F. The Mayor or her authorized agent is hereby sanctioned to enter into the herein awarded contract with the vendor for said purchase pursuant to Bid No. 16-03.

G. Prior to execution of the contract awarded and defined hereunder, and within twenty (20) days of adoption of this resolution, the City of Hoboken shall provide a copy of this resolution along with the bid specifications, the bid proposal of Flanagan's Constructing Group, Inc., and a draft of the City's form contract to the Office of the State Comptroller of the State of New Jersey for review. The Mayor's authority to execute the agreement hereunder shall not be initiated until the Office of the State Comptroller acknowledges receipt of same.

H. This resolution shall take effect immediately upon passage.

Meeting date: May 18, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Prisco, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO FLANAGAN'S CONSTRUCTING GROUP, INC. FOR THE PROVISIONS OF HOBOKEN SOUTHWEST BLOCK 12 PARK IN ACCORDANCE WITH THE CITY'S BID NO. 16-03 IN THE TOTAL NOT TO EXCEED AMOUNT OF $4,907,567.50

AMOUNT TO BE CERTIFIED:

$4,907,567.50

ACCOUNT NUMBER TO CERTIFY FROM:

$3,605,393.50 - C-04-60 - 715 - 311
$1,302,174.00 – C- 04 -60 - 711-110

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $4,907,567.50 is available in the following appropriation: $3,605,393.50 from C-04-60 - 715 – 311 and $1,302,174.00 from C- 04 -60 - 711-110**; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____**, George DeStefano, CFO**

Batch Id: GDS Batch Date: 05/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-110 Parks Acq Ord Z-94 Land Purchase	Encumbrance	CFO Cert for meeting 05/16/16 flannagan	1,302,174.00	2
C-04-60-715-311 Z-370 CONSTRUCT SOUTHWEST RESIL. PARK	Encumbrance	CFO Cert for meeting 05/16/16 flannagan	3,605,393.50	4

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	4,907,567.50
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	4,907,567.50

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	4,907,567.50
Total:	2	4,907,567.50

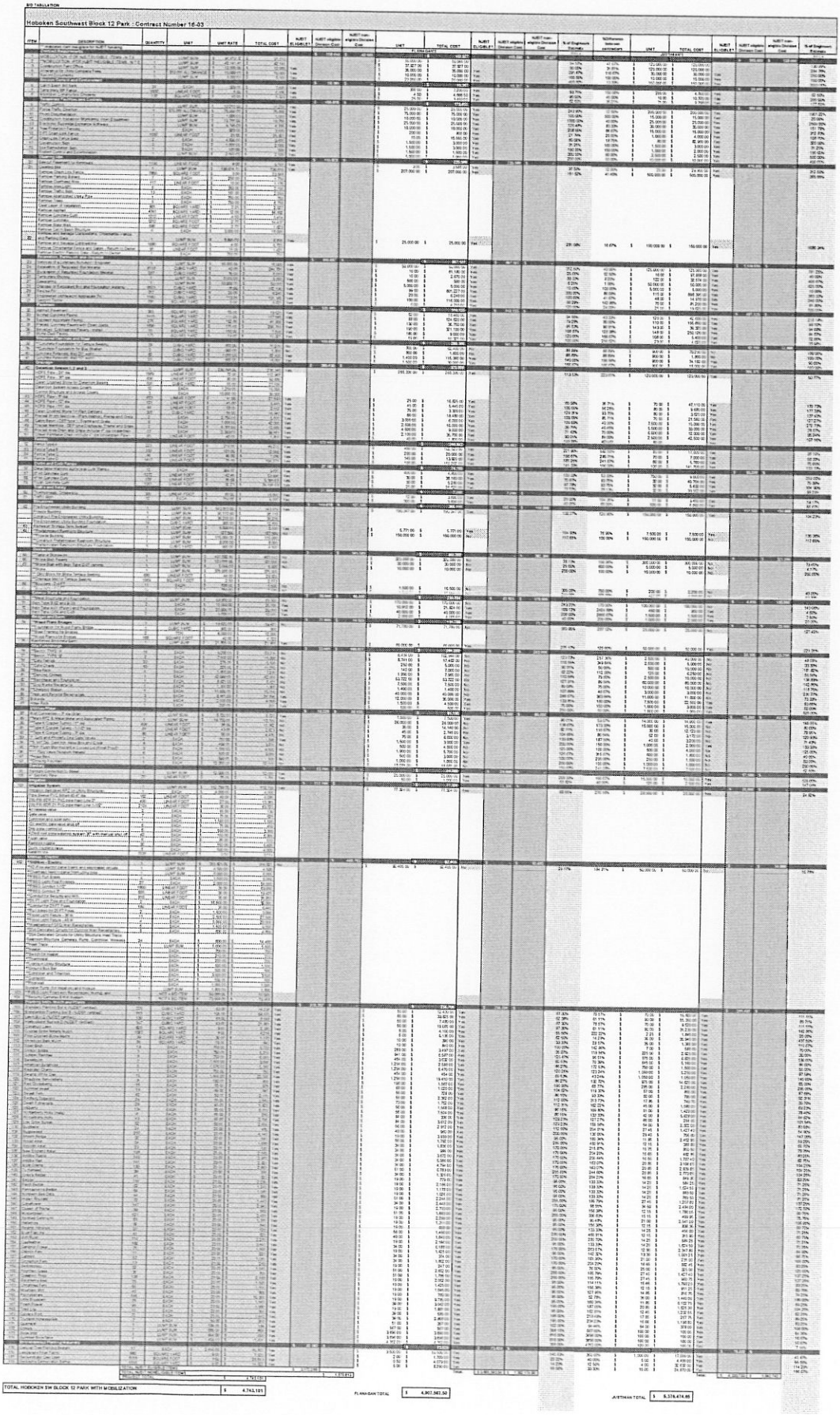
There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	4,907,567.50

Batch: GDS Updated Entries: 2 Updated Amount: 4,907,567.50 Ref Num: 4146

BID TABULATION

Hoboken Southwest Block 12 Park : Contract Number 16-03



TOTAL HOBOKEN SW BLOCK 12 PARK WITH MOBILIZATION $ 4,743,101

PLANAGAN TOTAL $ 4,907,383.50

JUSTMAN TOTAL $ 5,376,414.00

Introduced by: _____
Seconded by: _____

8

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED AGREEMENT WITH CAREPOINT HEALTH REGARDING IN HOSPITAL PHYSICIAN SERVICES

WHEREAS, the City wishes to enter into the attached Agreement with CarePoint Health regarding in hospital physician services, which is complimentary to the Agreement entered into with CarePoint Health for hospital services; and

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Agreement with Carepoint Health, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: May 18, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

MAY 18 2016

James J. Farina
CITY CLERK

SERVICES AGREEMENT

This services agreement (the "Services Agreement") is made as of May 11, 2016 ("Effective Date") by and between the City of Hoboken ("City") on one hand and Garden State Healthcare Associates, LLC ("Garden State") on the other.

RECITALS:

1. The Carepoint Health System operates three acute care hospitals in Hudson County, New Jersey: Carepoint Health-Bayonne Medical Center, Carepoint Health-Hoboken University Medical Center and Carepoint Health-Christ Hospital (collectively, "CarePoint Health"); and

2. Garden State is a physician practice entity that provides hospital based physician staff to the three CarePoint Health hospitals, including but not limited to physicians specializing in anesthesia, radiology, emergency room, pathology, hospitalists, obstetrics, intensivists and surgery; and

3. The City has contracted with Carepoint Health to provide health care benefits to their employees covered under the plan, retirees covered under the plan and their covered family members, and other covered lives of the City ("Members") under its Employer Sponsored Health Plan (the "Plan"); and

4. The City wishes to contract with Garden State for professional physician services for its Plan Members who seek medical care at CarePoint Health hospitals.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Under the terms of this Services Agreement, beginning June 1, 2016, Garden State will provide medical services to Members of the Plan and the City shall pay Garden State the amounts listed on the fee schedule attached hereto as Exhibit A ("Fee Schedule") for each claim submitted by Garden State to the City (individually, a "Claim", collectively "Claims").

2. The parties agree that the Fee Schedule shall apply for the period June 1, 2016 to December 31, 2016 no matter which company the City contracts with as its Third Party Claims Administrator ("TPA").

3. In the event that Garden State negotiates a managed care agreement directly with the City's TPA, the Fee Schedule rates attached herein will apply to the City's claims only until December 31, 2016.

4. For the period beginning January 1, 2017, the parties agree that the City shall pay Garden State fees for its Members Claims in accordance with the rates negotiated by Garden State with the City's then current TPA; or, in the absence of a rate agreement with the City's then current TPA and Garden State, the parties shall renegotiate a new fee schedule to be effective January 1, 2017. The parties agree that such negotiations shall begin October 1st, 2016.

5. The parties agree that for each Claim submitted the City shall remit payment or cause payment to be remitted by its then current TPA in accordance with the Fee Schedule within thirty (30) days of receipt of any such Claim.

6. The parties agree that with respect to any Claim submitted by Garden State for professional medical services provided to the Members, that such Claim shall be paid without denial or objection by the City or its TPA, provided that each Claim is for a covered service under the Plan and is a "clean claim" as defined by N.J.A.C 11:22-1.2.

7. The parties agree that medical necessity of medical services and treatment will be determined by the Garden State physician providing care to the Members at a facility and not by the City or its then current TPA, provided that each Claim is for a covered service under the Plan and is a "clean claim" as defined by N.J.A.C 11:22-1.2.

8. Members will be responsible to Garden State for their in-network cost share amounts.

9. Garden State will coordinate with the City's TPA for all Claim submissions, medical management, case management, authorizations and pre-certification, and the general obligations performed by a third party administrator on behalf of an employer sponsored health plan.

10. It is the obligation of the City to arrange for their TPA to perform these functions in accordance with this Services Agreement.

11. This Services Agreement is intended only to represent the rates that Garden State will consider as payment in full for services rendered to the City's Members.

12. The parties agree that they will contractually require their current or future TPA to abide by the terms of this Services Agreement and adjudicate the Claims in the manner agreed to between the parties herein.

13. The parties understand that this Services Agreement represents their current understanding with respect to the material provisions of their mutual understanding and the parties shall act in good faith to perform its obligations hereunder.

14. The parties agree that the rates set forth in the Fee Schedule are and shall remain to be confidential and will be treated as such, as such disclosure would result in a business advantage to competitors and would be a release of trade secrets.

15. Neither party to this Services Agreement shall issue any press release or other publicity concerning the terms of this Services Agreement without the prior approval of the other party, except as otherwise required by law.

16. This Services Agreement may be terminated only by mutual written consent of the parties hereto; provided however, in the event either party breaches its obligations under this Agreement, they can terminate it upon 30 days written notice to the other party of the breach.

17. Neither this Services Agreement nor the rights or obligations of the parties hereunder are assignable in whole or in part by either party without the prior written consent of the other party. Any attempted assignment in contravention hereof shall be void. This Services Agreement shall be binding upon and inure solely to the benefit of the parties hereto, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

18. This Services Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof. No provision of this Services Agreement may be amended, revoked or waived except by a writing signed and delivered by each party hereto. No failure or delay on the part of either party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be deemed a waiver of any other right hereunder.

19. This Services Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. The parties agree that the person executing this Services Agreement has the authority to bind such party to the terms of this Services Agreement.

21. This Services Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflict of laws principles thereof.

In WITNESS WHEREOF, the parties have executed this Services Agreement.

Garden State Healthcare Associates, LLC

By: Leslie Prizant
Name: Leslie Prizant
Title: General Counsel
Date: May 11, 2016

The City of Hoboken

By: _____
Name: _____
Title: _____
Date: _____

INTRODUCED BY: _____
SECONDED BY: _____

9

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING CHANGE ORDERS TO THE CONTRACT OF DEE-EN ELECTRICAL CONTRACTING FOR THE MULTI SERVICE CENTER, FIRE HOUSES, POLICE DEPARTMENT AND AMBULANCE CORP BUILDING ELECTRICAL UPGRADES AS CHANGE ORDER NUMBERS GEN-8 & GEN-9 IN AN INCREASED AMOUNT OF $23,955.75, FOR A NEW, TOTAL NOT-TO-EXCEED AMOUNT OF $1,154,319.97 (CONSTITUTING A NEW TOTAL CHANGE OF 10.7% FROM THE ORIGINAL CONTRACT AMOUNT)

WHEREAS, the City of Hoboken requires additional change orders for electrical work being performed under the contract for the Electrical Generator Upgrades, which was originally awarded to Dee-En Electrical Contracting ("Dee-En") for $1,042,600.00; and,

WHEREAS, the Administration is using Dee-En for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change orders GEN-8 and GEN-9 to the contract for said services to Dee-En, for an increase in the contract amount by Twenty Three Thousand Nine Hundred Fifty-Five Dollars and Seventy Five Cents ($23,955.75), for a new, total not-to-exceed amount of **$1,154,319.97** for work in accordance with Dee-En's Change Order Requests dated 4/14/16 and 4/28/16 (attached hereto); and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that change orders GEN-8 and GEN-9 to the contract for said services to Dee-En, for an increase in the contract amount by Twenty Three Thousand Nine Hundred Fifty-Five Dollars and Seventy Five Cents ($23,955.75), for a new, total not-to-exceed amount of $1,154,319.97 for work in accordance with Dee-En's Change Order Requests dated 4/14/16 and 4/28/16 (attached hereto); and,

BE IT FURTHER RESOLVED, that the time of completion of the contract be extended by 62 days; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the information herein.

Meeting date: May 18, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
Dave Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
Jennifer Giattino, Council President	✓			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING CHANGE ORDERS TO THE CONTRACT OF DEE-EN ELECTRICAL CONTRACTING FOR THE MULTI SERVICE CENTER, FIRE HOUSES, POLICE DEPARTMENT AND AMBULANCE CORP BUILDING ELECTRICAL UPGRADES AS CHANGE ORDER NUMBERS GEN-8 & GEN-9 IN AN INCREASED AMOUNT OF $23,955.75, FOR A NEW, TOTAL NOT-TO-EXCEED AMOUNT OF $1,154,319.97 (A 10.7% CHANGE FROM THE ORIGINAL CONTRACT AMOUNT)

AMOUNT TO BE CERTIFIED:

$23,955.75

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-216

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $23,955.75 is available in the following appropriations: C-04-60-715-216 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, **George DeStefano, CFO**

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: MAY 18 2016

_____
CITY CLERK

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 05/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-216 Z-361 Renovations/Improve Fire Dept Bldg	Encumbrance	CFO Cert for meeting 05/18/16 DEE EN	23,955.75	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	23,955.75
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	23,955.75

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	23,955.75
Total:	1	23,955.75

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	23,955.75

Batch: GDS Updated Entries: 1 Updated Amount: 23,955.75 Ref Num: 4144

(201) 921-2306
Fax: (973) 832-7590

F. Brancato ASSOCIATES, LLC

Site & Building Design Consultants • Interior Space Planning • Construction Management • Building Inspection

May 9, 2016

Mr. Quentin Wiest
Business Administrator
City of Hoboken
Department of Administration
94 Washington Street
Hoboken, NJ 07030

Re: HOBOKEN EMERGENCY GENERATORS

Dear Quentin:

In regards to the above referenced project, attached please find three (3) REVISED copies of formalized Change Order (CO) number 15 **(GEN-8)** submitted by DEEN-EN Electrical Contracting, Inc. relative to work that will be performed at 501 Observer Highway. There was an arithmetic error on the previous change order. However, the CO total did not change. The CO represents additional work that needs to be performed due to unforeseen underground obstacles and relocation of the steel generator platform to provide adequate pedestrian passage along the sidewalk adjacent to the generator platform. This CO will increase the contract time by approximately 60-days and will add $21,412.28 to the contract amount.

We reviewed the work outlined in this CO previously in the field with Dominick Livia/DEEN-EN Electrical Contracting, Inc. This office has no objection to approval of DEE-EN Electric's CO Proposals #15 (GEN-8).

Should you have any questions, please feel free to give me a call.

Very truly yours,
F. Brancato Associates, LLC

Frank P. Brancato
Principal Associate

1341 Hamburg Turnpike, Suite 2-6, Wayne, New Jersey, 07470 E-mail: fpb3@optonline.net

CHANGE ORDER

Construction Manager (CM) – Adviser Edition

Initiation Date: April 14, 2016
CM Project Number: 15117
Change Order Number: 15 (GEN-8)

Project Title: Installation of 6 Emergency Generators
Various Municipal Sites, Hoboken, NJ

Owner: [X]
Construction Manager: [X]
A/E: [X]
Contractor: [X]
Other: [ ]

Owner: City of Hoboken
94 Washington Street
Hoboken, NJ

To Contractor: DEE-EN Electrical Contracting, Inc.
3013 Tremley Point Road
Linden, NJ 07036

Contract Number: EG7524.1

Contract For: Electrical Work *(501 Observer Highway)*

Original Contract Date: March 18, 2015

The Contract is changed as follows:

See attached Proposal CO #15 **(GEN-8)** prepared by DEE-EN Electrical Contracting, Inc. dated April 12, 2016

The original contract amount was:	**$ 1,042,600.00**
Net change by previously approved change orders:	**$ 90,307.69**
The contract sum prior to this change order was:	**$ 1,132,907.69**
The contract sum will be increased by this change order in the amount of:	**$ 21,412.28**
The new contract amount, including this change order will be:	**$1, 154,319.97**

*This change order will increased the contract time by approximately **60-days***

Construction Manager:
EI ASSOCIATES
C/O F. Brancato Associates, LLC
1341 Hamburg Turnpike, Suite 2-6
Wayne, NJ 07470

Frank P. Brancato 4/14/16
By *(Signature)*: Date:
Type Name: Frank P. Brancato

Owner:
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Approved by *(Signature)*: Date:
Type Name: Quentin Wiest

Contractor:
DEE-EN Electrical Contracting, Inc
3013 Tremely Point Road
Linden, NJ 07036

5-4-16
By *(Signature)*: Date:
Type Name: Dominick Livia

Note:
The work under this change order shall be performed under the same conditions as specified in the original contract, unless otherwise noted.

DEE-EN ELECTRICAL CONTRACTING, INC.
3014 TREMLEY POINT ROAD, LINDEN, NJ 07036
P: 908-862-8189 F: 908-862-8171
DNELECTRIC13@GMAIL.COM

4/12/16

C/O #15 Proposal
(GEN-8)

HOBOKEN EMERGENCY GENERATORS
501 OBSERVER HIGHWAY
STEEL PLATFORM & CONCRETE FOOTING MODIFICATION
ADDITIONAL WORK

AMENDED STEEL PLATFORM PER REVISED DESIGN:	
Material	$4,500.00
Labor	$4,750.00
LARGER CONCRETE FOOTINGS PER REVISED DEISGN:	
Labor For Excavation 2 Men 2 Days 28 Hours (Laborer)	$1,920.80
Mini Excavator 2 Days (Machine Only)	$1,100.00
Labor For Wood Forms 1 Man 14 Hours (Carpenter)	$1,176.98
Wood Material (Forms)	$80.00
Soil Disposal 10 Yards (Container)	$1,900.00
INSTALL 3-6"X7' BOLLARDS PER AMENDED PLAN:	
Labor To Install 1 Man 21 Hours (Laborer)	$1,440.60
Bollard Material Cost 6" Galvanized Pipe & Plate	$1,201.00
Bollard Material Cost Concrete & Paint	$550.00

Disposal Of Contaminated Soil To Be Additional Cost, If Encountered

Total Labor & Material Cost:	**$18,619.38**
15% Profit & Overhead:	**$2,792.90**
Total C/O Amount:	**$21,412.28**

***Due to re-design and additional work C/O, contract to be extended by 60 days.**

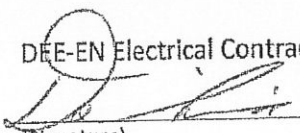
City of Hoboken Authorized By:

_____
(Signature)

_____
(Print)

_____
(Date)

DEE-EN Electrical Contracting Inc.



(Signature)

Dominick Livia - President
(Print)

4/12/16
(Date)

(201) 921-2306
Fax: (973) 832-7590

F. Brancato ASSOCIATES, LLC

Site & Building Design Consultants ▪ Interior Space Planning ▪ Construction Management ▪ Building Inspection

April 30, 2016

Mr. Quentin Wiest
Business Administrator
City of Hoboken
Department of Administration
94 Washington Street
Hoboken, NJ 07030

Re: HOBOKEN EMERGENCY GENERATORS

Dear Quentin:

In regards to the above referenced project, attached please find three (3) copies of formalized Change Order (CO) number 16 **(GEN-9)** and CO proposal submitted by DEEN-EN Electrical Contracting, Inc. relative to work that will be performed at 707 Clinton Street, 501 Observer Highway and 201 Jefferson Street. This CO represents additional work that needs to be performed due to unforeseen conditions regarding the manufacturing of the generator equipment. The bottoms of the generators are open to the exterior elements. It is necessary to install galvanized steel plates to the open bottom of the generators to guard against debris and rodents. This CO will increase the contract time by approximately 2-days and will add $2,543.47 to the contract amount.

We reviewed the work outlined in this CO in the field with Dominick Livia/DEEN-EN Electrical Contracting, Inc. This office has no objection to approval of DEE-EN Electric's CO Proposals #16 (GEN-9).

Upon council's approval, kindly return two (2) signed formalized CO's to my attention as authorization to proceed.

Should you have any questions, please feel free to give me a call.

Very truly yours,

F. Brancato Associates, LLC

Frank P. Brancato

Frank P. Brancato
Principal Associate

1341 Hamburg Turnpike, Suite 2-6, Wayne, New Jersey, 07470 E-mail: fpb3@optonline.net

CHANGE ORDER

Construction Manager (CM) – Adviser Edition

Initiation Date: April 28, 2016
CM Project Number: 15117
Change Order Number: 16 (GEN-9)

Project Title: Installation of 6 Emergency Generators
Various Municipal Sites, Hoboken, NJ

Owner: [X]
Construction Manager: [X]
A/E: [X]
Contractor: [X]
Other: [ ]

Owner: City of Hoboken
94 Washington Street
Hoboken, NJ

To Contractor: DEE-EN Electrical Contracting, Inc.
3013 Tremley Point Road
Linden, NJ 07036

Contract Number: EG7524.1

Contract For: Electrical Work

Original Contract Date: March 18, 2015

The Contract is changed as follows:

See attached Proposal CO #GEN-9 prepared by DEE-EN Electrical Contracting, Inc. dated April 28, 2016

The original contract amount was:	**$ 1,042,600.00**
Net change by previously approved change orders:	**$ 111,719.97**
The contract sum prior to this change order was:	**$ 1,154,319.97**
The contract sum will be increased by this change order in the amount of:	**$ 2,543.47**
The new contract amount, including this change order will be:	**$1, 156,863.44**

*This change order will increased the contract time by approximately **2-days***

Construction Manager:
EI ASSOCIATES
C/O F. Brancato Associates, LLC
1341 Hamburg Turnpike, Suite 2-6
Wayne, NJ 07470

Frank P. Brancato 4/30/16
By *(Signature)*: Date:
Type Name: Frank P. Brancato

Owner:
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Approved by *(Signature)*: Date:
Type Name: Quentin Wiest

Contractor:
DEE-EN Electrical Contracting, Inc
3013 Tremely Point Road
Linden, NJ 07036

Note:
The work under this change order shall be performed under the same conditions as specified in the original contract, unless otherwise noted.

By *(Signature)*: Date:
Type Name: Dominick Livia

DEE-EN ELECTRICAL CONTRACTING, INC.
3014 TREMLEY POINT ROAD, LINDEN, NJ 07036
P: 908-862-8189 F: 908-862-8171
DNELECTRIC13@GMAIL.COM

04/28/2016

C/O #09 GEN

CITY OF HOBOKEN
6 EMERGENCY GENERATORS
3 – GENERATOR FLOOR PLATES

SUPPLY AND INSTALL:
3 – 3/16 Galvanized Floor Plates
3 – Locations – 707 Clinton Street, 501 Observer Highway, 201 Jefferson Street

Material Cost – (3 Pieces) 3/16 Galvanized Floor Plates	$995.40
INSTALLATION COST:	$1,216.32
12 Hours (Iron Worker $101.36 per hour)	
	$2,211.72
Total Cost:	**$331.75**
15% Profit & Overhead:	**$2,543.47**
Total C/O Amount:	

Install galvanized plates to open bottom of 3 generators to protect against debris and rodents.

***Due to C/O, contract to be extended by 2 days.**

City of Hoboken Authorized By:

_____
(Signature)

_____
(Print)

_____
(Date)

DEE-EN Electrical Contracting Inc.

_____
(Signature)

Dominick Livia - President
(Print)

4/28/16
(Date)

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO LET IT GROW, INC. FOR CITYWIDE WAYFINDING AND FIRST STREET STREETSCAPE REVITALIZATION PROJECT (BID 15 – 30) , AS CHANGE ORDER NUMBER 1, IN AN INCREASED AMOUNT NOT TO EXCEED $50,000.00 (=4.6% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF $1,137,128.65

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for Citywide Wayfinding and First Street Streetscape Revitalization project; and,

WHEREAS, the Administration intends to continue to use Let It Grow, Inc. for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1) to the contract for Citywide Wayfinding and First Street Streetscape Revitalization to Let It Grow, Inc. for a total increase in the contract amount by Fifty Thousand Dollars ($50,000.00), for a total not to exceed amount of One Million One Hundred Thirty Seven Thousand One Hundred Twenty Eight Dollars and Sixty Five Cents (**$1,137,128.65)** of which the change order (#1) to the contract shall be for purchases and installation in accordance with the T & M Associates Change Order Request, dated April 14,2016; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for Citywide Wayfinding and First Street Streetscape Revitalization project to Let It Grow, Inc. for a total increase in the contract amount by Fifty Thousand Dollars ($50,000.00), for a total not to exceed amount of One Million One Hundred Thirty Seven Thousand One Hundred Twenty Eight Dollars and Sixty Five Cents (**$1,137,128.65)** of which the change order (#1) to the contract shall be for purchases and installation in accordance with the T & M Associates Change Order Request, dated April 14,2016, be and is hereby authorized as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

   Let It Grow, Inc.
   River Edge, NJ 07661

Meeting date: May 18, 2016

APPROVED:
Quentin Wiest
Quentin Wiest

APPROVED AS TO FORM:
Alysia Mola, Esq.

Business Administrator Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO LET IT GROW, INC. FOR CITYWIDE WAYFINDING AND FIRST STREET STREETSCAPE REVITALIZATION PROJECT (BID 15 – 30) , AS CHANGE ORDER NUMBER 1, IN AN INCREASED AMOUNT NOT TO EXCEED $50,000.00 (=5.0% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF $1,137,128.65

AMOUNT TO BE CERTIFIED:

$50,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-714-110

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,000.00 is available in the following appropriation: C-04-60-714-110; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, CFO

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: MAY 18 2016

CITY CLERK

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 05/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-110 Z-296 $2M ROAD IMPROVMNT-CONTRACTOR COST	Encumbrance	CFO Cert for meeting 05/18/16Let it Grow	50,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	50,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	50,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	50,000.00
Total:	1	50,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	50,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 50,000.00 Ref Num: 4150

YOUR GOALS. OUR MISSION.

HOBK-00061

April 14, 2016

Payment Certificate No. 1

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Citywide Wayfinding and First Street Streetscape Revitalization Project

Dear Mr. Marks:

This is to certify that Let It Grow, Inc., 52 Ackerson Street, River Edge, NJ 07661, Contractor for the above referenced project, has completed the work shown on the attached Payment Certificate No. 1 for work completed through April 14, 2016, and is entitled to payment for same.

The costs detailed on Payment Certificate No.1 are summarized below:

TOTAL AMOUNT OF WORK COMPLETED TO DATE	**$95,746.28**
LESS TWO PERCENT (2 %) RETAINAGE	$1,914.93
SUBTOTAL	$93,831.35
LESS PREVIOUS PAYMENTS	$0.00
TOTAL AMOUNT DUE THIS CERTIFICATE NO.1	**$93,831.35**

ESTIMATED BY:

LOUIS A. TEDESCO, P.E., C.M.E., CPWM
PROJECT MANAGER
CONSTRUCTION SERVICES DIVISION

APPROVED BY:

STEPHEN J. SHALLCROSS
VICE PRESIDENT & DIVISION MANAGER
CONSTRUCTION SERVICES

CERTIFICATION OF CONTRACTOR:

I hereby certify that all items, units, quantities and prices of work and material shown on the attached progress estimate are correct; that all work has been performed and materials supplied and completely paid for in full accordance with the terms of the contract documents involved; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate; and that no part of the "Amount Due This Certificate" has been received:

	PM/SS	4/18/16
Let It Grow, Inc.	**TITLE**	**DATE**

SJS:LAT:ps
Attachment as Noted
cc: Let It Grow, Inc.
Jacyln Flor, P.E.

PROJECT NO	HOBK-00061
PAYMENT CERT	Number One (1) DATE : April 14, 2016
OWNER	City of Hoboken
CONTRACTOR	Let It Grow, Inc.
PROJECT	Citywide Wayfinding and First Street Streetscape Revitalization Project

NO	ORIG CONTR QUANT	UNIT	DESCRIPTION	ORIG UNIT PRICE	ORIG CONTR AMOUNT	ADJUSTED CONTRACT QUANTITY	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	ADJUSTED CONTR AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	NO
1	1.00	ALL	Police Traffic Directors	$10,000.00	$10,000.00	6.00	2.08	$20,800.00	**$60,000.00**	2.08	**$20,800.00**	1
2	1.00	LS	Maintenance and Protection of Traffic	$5,000.00	$5,000.00	1.00	0.25	$1,250.00	**$5,000.00**	0.25	**$1,250.00**	2
3	45.00	TON	HMA 12.5M64 Surface Course, 2" Thick	$249.00	$11,205.00	45.00	0.00	$0.00	**$11,205.00**	0.00	**$0.00**	3
4	20.00	CY	DGA Base Course, Var Thk (If & Where Dir)	$167.80	$3,356.00	20.00	4.00	$671.20	**$3,356.00**	4.00	**$671.20**	4
5	170.00	TON	HMA 19M64 Base Course, 8" Thick	$164.25	$27,922.50	170.00	20.60	$3,383.55	**$27,922.50**	20.60	**$3,383.55**	5
6	4.00	UNIT	Inlet, Type A	$2,664.00	$10,656.00	4.00	1.00	$2,664.00	**$10,656.00**	1.00	**$2,664.00**	6
7	1.00	UNIT	Inlet, Typ B (If & Where Dir)	$2,870.00	$2,870.00	1.00	0.00	$0.00	**$2,870.00**	0.00	**$0.00**	7
8	1.00	UNIT	Inlet Converted to Manhole (If & Where Dir)	$2,816.00	$2,816.00	1.00	0.00	$0.00	**$2,816.00**	0.00	**$0.00**	8
9	9.00	UNIT	Reconstruct Inlet, Type A, Using New Casting	$1,929.00	$17,361.00	9.00	1.00	$1,929.00	**$17,361.00**	1.00	**$1,929.00**	9
10	1.00	UNIT	Reset Existing Casting	$550.00	$550.00	1.00	0.00	$0.00	**$550.00**	0.00	**$0.00**	10
11	6.00	UNIT	Bicycle Safe Grate	$862.00	$5,172.00	6.00	0.00	$0.00	**$5,172.00**	0.00	**$0.00**	11
12	2.00	UNIT	Curb Piece, P-ECO	$653.00	$1,306.00	2.00	0.00	$0.00	**$1,306.00**	0.00	**$0.00**	12
13	4.00	UNIT	Cleaning Drainage Structure (If & Where Dir)	$521.00	$2,084.00	4.00	0.00	$0.00	**$2,084.00**	0.00	**$0.00**	13
14	735.00	SY	Concrete Sidewalk, 4" Thick	$141.00	$103,635.00	735.00	83.33	$11,749.53	**$103,635.00**	83.33	**$11,749.53**	14
15	585.00	SY	Concrete Sidewalk, Reinforced, 6" Thick	$167.00	$97,695.00	585.00	130.00	$21,710.00	**$97,695.00**	130.00	**$21,710.00**	15
16	150.00	SY	Reset or Reconstruct Paver Sidewalk	$183.00	$27,450.00	150.00	0.00	$0.00	**$27,450.00**	0.00	**$0.00**	16
17	56.00	SY	Detectable Warning Surface	$809.00	$45,304.00	56.00	11.00	$8,899.00	**$45,304.00**	11.00	**$8,899.00**	17
18	6.00	SY	Detectable Warning Surface, Brick Paver	$809.00	$4,854.00	6.00	0.00	$0.00	**$4,854.00**	0.00	**$0.00**	18
19	705.00	LF	Curb Paint	$4.83	$3,405.15	705.00	0.00	$0.00	**$3,405.15**	0.00	**$0.00**	19
20	1.00	UNIT	Rain Garden	$50,325.00	$50,325.00	1.00	0.00	$0.00	**$50,325.00**	0.00	**$0.00**	20
21	4.00	UNIT	Bioswale	$15,510.00	$62,040.00	4.00	0.00	$0.00	**$62,040.00**	0.00	**$0.00**	21
22	10.00	CY	Excavation, Test Pit	$112.00	$1,120.00	10.00	1.00	$112.00	**$1,120.00**	1.00	**$112.00**	22
23	1,415.00	LF	County Vertical Curb	$106.00	$149,990.00	1,415.00	213.00	$22,578.00	**$149,990.00**	213.00	**$22,578.00**	23
24	33.00	UNIT	Bike Rack	$1,539.00	$50,787.00	33.00	0.00	$0.00	**$50,787.00**	0.00	**$0.00**	24
25	15.00	UNIT	Street Tree (3x10 ft pit w/structural soil & rail guard)	$6,005.00	$90,075.00	15.00	0.00	$0.00	**$90,075.00**	0.00	**$0.00**	25
26	15.00	UNIT	Ground Covering for New Street Tree	$1,150.00	$17,250.00	15.00	0.00	$0.00	**$17,250.00**	0.00	**$0.00**	26
27	2.00	UNIT	Stump Removal, 12" to 24" (If & Where Dir)	$1,600.00	$3,200.00	2.00	0.00	$0.00	**$3,200.00**	0.00	**$0.00**	27
28	2.00	UNIT	Gateway Sign, Illuminated	$24,720.00	$49,440.00	2.00	0.00	$0.00	**$49,440.00**	0.00	**$0.00**	28
29	5.00	UNIT	Gateway Sign, Freestanding Using Existing Post	$9,450.00	$47,250.00	5.00	0.00	$0.00	**$47,250.00**	0.00	**$0.00**	29
30	1.00	UNIT	Gateway Sign, Freestanding Using New Post	$18,340.00	$18,340.00	1.00	0.00	$0.00	**$18,340.00**	0.00	**$0.00**	30
31	8.00	UNIT	Kiosk, Double Post	$9,810.00	$78,480.00	8.00	0.00	$0.00	**$78,480.00**	0.00	**$0.00**	31
32	26.00	UNIT	Direction Blade Set (5 per set)	$2,440.00	$63,440.00	26.00	0.00	$0.00	**$63,440.00**	0.00	**$0.00**	32
33	14.00	UNIT	Parking Blades	$1,530.00	$21,420.00	14.00	0.00	$0.00	**$21,420.00**	0.00	**$0.00**	33
34	5.00	UNIT	Green Infrastructure Signs	$266.00	$1,330.00	5.00	0.00	$0.00	**$1,330.00**	0.00	**$0.00**	34
			Supplemental Items									

PROJECT NO	HOBK-00061		
PAYMENT CERT	Number One (1)	DATE :	April 14, 2016
OWNER	City of Hoboken		
CONTRACTOR	Let It Grow, Inc.		
PROJECT	Citywide Wayfinding and First Street Streetscape Revitalization Project		

NO	ORIG CONTR QUANT	UNIT	DESCRIPTION	ORIG UNIT PRICE	ORIG CONTR AMOUNT	ADJUSTED CONTRACT QUANTITY	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	ADJUSTED CONTR AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	NO
S-1	0.00	LS	Contract Completion Date Extended to May 31, 2016	$0.00	$0.00	1.00	1.00	$0.00	$0.00	1.00	$0.00	S-1
			TOTAL " ORIGINAL CONTRACT AMOUNT "		$1,087,128.65							
			TOTAL " THIS PERIOD " ESTIMATE					$95,746.28				
			TOTAL " ADJUSTED CONTRACT AMOUNT "						$1,137,128.65			

NOTICE OF AWARD:	20-Nov-15					
		PREVIOUS PAYMENTS		DATE	TOTAL TO DATE	$95,746.28
CONTRACT COMPLETION DATE:	19-Mar-16	CERT NO 1	$0.00			
		CERT NO 2	$0.00		LESS TWO PERCENT (2 %) RETAINAGE	$1,914.93
CONTRACT TIME (DAYS):	120	CERT NO 3	$0.00			
		CERT NO 4	$0.00		SUBTOTAL	$93,831.35
TIME ELAPSED (DAYS):	146.00	CERT NO 5	$0.00			
		CERT NO 6	$0.00		LESS PREVIOUS PAYMENT(S)	$0.00
% TIME ELAPSED:	121.67%	CERT NO 7	$0.00			
		CERT NO 8	$0.00		TOTAL AMOUNT DUE THIS ESTIMATE	$93,831.35
% WORK COMPLETED:	8.42%	CERT NO 9	$0.00			
		CERT NO 10	$0.00			
		TOTAL	$0.00			

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

PROJECT NO. HOBK-00061

CHANGE ORDER NO. 1

DATE:	April 14, 2016
PROJECT:	Citywide Wayfinding and First Street Streetscape Revitalization Project
OWNER:	City of Hoboken
CONTRACTOR:	Let It Grow, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

Item 1 is increased to reflect as-built quantity.

SUPPLEMENTARY:

S-1 Contract completion date extended to May 31, 2016

APPROVAL RECOMMENDED:

S. J. Shallcross

STEPHEN J. SHALLCROSS

ACCEPTED:

CONTRACTOR:
Let It Grow, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXX	$0.00
B. TOTAL EXTRAS THIS C.O.	$50,000.00	XXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	$0.00	XXXXXXXXXXX
TOTALS THIS C.O.	$50,000.00	$0.00
NET CHANGE THIS CHANGE ORDER	$50,000.00	$0.00
PREVIOUS CHANGE ORDERS	$0.00	$0.00
TOTAL CHANGE ORDERS TO DATE	$50,000.00	$0.00
NET CHANGE IN CONTRACT	$50,000.00	$0.00

ORIGINAL CONTRACT BID PRICE	$1,087,128.65
CHANGE ORDERS TO DATE	$50,000.00
REVISED CONTRACT PRICE	$1,137,128.65

CHANGE ORDER NO. 1

PROJECT NO. HOBK-00061

PROJECT: Citywide Wayfinding and First Street Streetscape Revitalization Project

OWNER: City of Hoboken

CONTRACTOR: Let It Grow, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTION					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

A.	TOTAL REDUCTIONS	$0.00

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
EXTRA	1	Police Traffic Directors	5.00 ALL	$10,000.00	$50,000.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

B.	TOTAL EXTRA	$50,000.00

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
SUPPLEMENTARY	S-1	Contract Completion Date Extended to May 31, 2016	1.00 LS	0.00	$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

C.	TOTAL SUPPLEMENTARY	$0.00

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT MEETING HELD ON: MAY 18 2016

James J. Farina
CITY CLERK

Sponsored by:

Seconded by:

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND THE CATHOLIC COMMUNITY OF SAINTS PETER & PAUL, OWNER OF BLOCK 215.01 LOT 15 (a/k/a 404 Hudson Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to The Catholic Community of Saints Peter & Paul, owner of Block 215.01 Lot 15, more commonly known as 404 Hudson Street, Hoboken, represented by Msgr. Robert Meyer, such a license.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, as follows:

1) Approval of the attached License Agreement between the City of Hoboken and The Catholic Community of Saints Peter & Paul, owner of Block 215.01 Lot 15, more commonly known as 404 Hudson Street, shall be subject and limited to the details and specifications included in the attached Application and Daniel Kopec Architects drawing sheets G1.00, G1.01, G1.02, A1.01 and A1.02 dated 03/10/2016;
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

Meeting Date: May 18, 2016

Approved:

Quentin Wiest

Quentin Wiest
Business Administrator

Approved as to Form:

Alysia Pinto
Acting

Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			/
Tiffanie Fisher				
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2016**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **THE CATHOLIC COMMUNITY OF SAINTS PETER & PAUL**, owner of Block 215.01 Lot 15, more commonly known as 404 Hudson Street, Hoboken, NJ 07030, represented by Msgr. Robert Meyer (hereinafter referred to as the **"LICENSEE"**).

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Hudson Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of repairing the existing fence, historic restoration of the existing stoop, and replacement of the existing deteriorated concrete court with bluestone pavers adjacent to the building fronting onto Hudson Street; and

WHEREAS, the area of encroachment along Hudson Street will not be increased from the existing condition and 8 feet of unobstructed pedestrian egress will be maintained along the block frontage in front of the subject property; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 215.01 Lot 15, to repair the existing fence, restore the existing stoop, and replace the existing deteriorated concrete court with bluestone pavers adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.

4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept if full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.

6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the County of Hudson and/or Hudson County Planning Board, when applicable, the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: The Catholic Community of Saints Peter & Paul, owner in fee of Block 215.01 Lot 15, more commonly known as 404 Hudson Street, Hoboken, NJ, represented by Msgr. Robert Meyer.

Signed: _____

Printed: _____,

Msgr. Robert Meyer representing The Catholic Community of Saints Peter & Paul
Owner of 404 Hudson Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Work Site Address: 404 Hudson Street, Hoboken, NJ 07030

Block: 215.1

Lot(s): 15 & 16

Applicant: Daniel Kopec Architects LLC

Address: 289 Bay Avenue, Glen Ridge, NJ 07028

Phone: 201 618 8340

e-mail: daniel@kopecarchitects.com

Owner (if other than Applicant): Catholic Comm. of Sts. Peter & Paul / Msgr. Meyer

Address: 404 Hudson St, Hoboken, NJ 07030

Phone: (201) 659-2276

e-mail: pastorspp@gmail.com

Date Received:

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

At present the entire Front Yard of the rectory building on the property of Sts. Peter and Paul exists within the public R.O.W. The scope of work, as proposed, is for Repair and Restoration of the existing elements. This includes repair to the existing iron fence, historic restoration of the existing stoop, and replacement of the existing deteriorated concrete court with bluestone pavers. The scope of work proposes NO additional encroachment than already exists. The current encroachment is similar to the encroachment that exists at the other (3) properties to the North of the site on the same block. This encroachment still permits an 8' wide sidewalk (as measured from the curb to the face of the existing step up to the front yard. Included in the proposed improvements is the plan to collect the storm water from the front yard and discharge it into the existing storm sewer lateral that is present at the site, and to which the roof gutters discharge. At present the stormwater flows across the front yard, down on to the sidewalk and into the street. This creates hazardous ice situations in the winter.

What is the reason(s) for the proposed alteration?

The alteration is being proposed due to the deleterious conditions of the existing elements. The existing iron fence is failing in places and has (in the past) been patched with mismatching elements. The existing concrete front yard exhibits severe differential settlement creating an unsafe walking surface. Lastly, the Church wishes to restore the front stoop to its original condition and this requires removing the existing brick and restoring the original brownstone.

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

Approval for exploratory demolition on the facade and stoop has been approved by the HPC. Further approval is pending an HPC subcommittee review in the field.

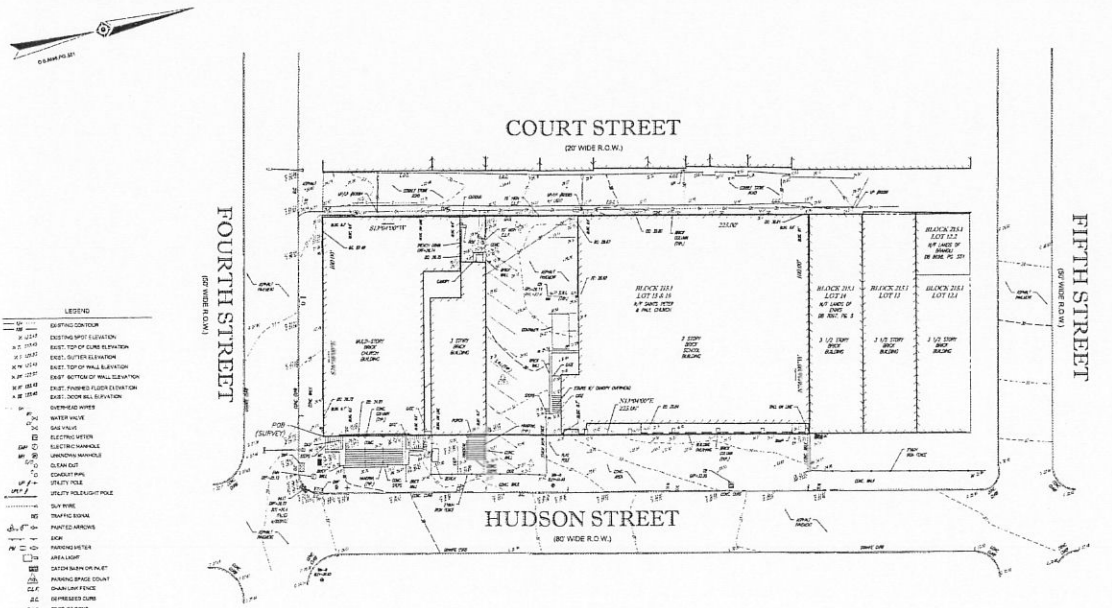
Documents provided with application; check all that apply:

☒ Survey ☒ Architectural drawings ☐ Metes and bounds detail for the area of encroachment ☐ Prior approvals

☐ Other:

Daniel J. Kopec 10 MAR 16

Applicant's signature Date



VICINITY MAP

NOTES:

1. PROPERTY KNOWN AS LOT 12, BLOCK 215.1 AS SHOWN ON THE TAX MAPS OF THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY, SHT. #15
2. AREA = 77,600 S.F. OR 0.817 ACRES
3. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE AS-BUILT PLANS AND UTILITY MARKOUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UTILITY COMPANIES SHALL BE CONTACTED TO MARK OUT THEIR FACILITIES AS PER NEW JERSEY ONE CALL SYSTEM, INC. (DIAL 811 OR 1-800-272-1000). POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.
4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, EASEMENTS AND/OR FAIRNESS THAT MAY BE CONTAINED THEREIN.
6. BY GRAPHIC PLOTTING ONLY, PROPERTY IS LOCATED IN FLOOD HAZARD ZONE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) PER *FEMA*
7. UNDERGROUND TANK SIZES WERE OBTAINED FROM INFORMATION RECEIVED FROM STATION MANAGER OR EMPLOYEE. ALL SIZES AND LOCATIONS ARE APPROXIMATE & ARE SUBJECT TO FIELD VERIFICATION
8. ELEVATIONS ARE BASED UPON (NAVD88) GPS OBSERVATION UTILIZING KEYSTONE KEYNET NETWORK

   TEMPORARY BENCH MARKS SET:
   TBM A: MAG NAIL SET IN CONCRETE WALK ON THE NORTHERLY SIDE OF HUDSON STREET AND APPROXIMATELY 25 FEET FROM THE SOUTHERLY SIDE LINE OF LOT 19 & 18. ELEVATION = 31.83

   TBM B: MAG NAIL SET IN CONCRETE WALK ON THE SOUTHERLY SIDE OF HUDSON STREET APPROXIMATELY 49 FEET FROM THE SOUTHERLY SIDE LINE OF LOT 18 & 19. ELEVATION = 28.83

   PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS SKETCH HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED. ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.
9. THE OFF-SITES SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURAL ITEMS, PERMANENT ADDITION ETC.
10. WAIVER OF SETTING CORNER MARKERS HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS' REGULATION N.J.A.C. 13:40-5.7

REFERENCES

1. THE OFFICIAL TAX ASSESSORS MAP OF THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY, SHEET #15
2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, CITY OF HOBOKEN, HUDSON COUNTY, PANEL 157 OF 170", COMMUNITY-PANEL NUMBER 340291 0157 C, EFFECTIVE DATE AUGUST 16, 2006
3. DEED BOOK 9556 PAGE 001, LOT 12.2, BLOCK 215.1

LEGEND

	EXISTING CONTOUR
	EXISTING SPOT ELEVATION
	EXIST. TOP OF CURB ELEVATION
	EXIST. GUTTER ELEVATION
	EXIST. TOP OF WALL ELEVATION
	EXIST. BOTTOM OF WALL ELEVATION
	EXIST. FINISHED FLOOR ELEVATION
	EXIST. DOOR SILL ELEVATION
	OVERHEAD WIRES
	WATER VALVE
	GAS VALVE
	ELECTRIC METER
	ELECTRIC MANHOLE
	UNKNOWN MANHOLE
	CLEAN OUT
	CONDUIT RISE
	UTILITY POLE
	UTILITY POLE/LIGHT POLE
	GUY WIRE
	TRAFFIC SIGNAL
	PAINTED ARROWS
	SIGN
	PARKING METER
	AREA LIGHT
	CATCH BASIN OR INLET
	PARKING SPACE COUNT
	CHAIN LINK FENCE
	DEPRESSED CURB
	EDGE OF CONC.
	METAL COVER
	TYPICAL
	DETECTABLE WARNING PAD
	SOLID WHITE LINE
	HEIGHT
	BUILDING
	FILLED WITH RMS
	UNKNOWN TERMINUS
	STONE SQUAD w/DRILL HOLE
	CONC. SQUAD w/DRILL HOLE
	MONUMENT

GRAPHIC SCALE
0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

THIS SURVEY HAS BEEN PERFORMED IN THE PRACTICE OF MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ADOPTED ACCURACY STANDARDS

NOT A VALID ORIGINAL PRINT UNLESS EMBOSSED WITH RAISED SEAL

JAMES C. WEED
NEW JERSEY PROFESSIONAL LAND SURVEYOR #24278
NORTHERN 1 CERTIFICATE OF AUTHORIZATION #24GA27935600

12-28-2016
DATE

NO.	DESCRIPTION OF REVISION	DRAWN BY	CHK'D BY	APPROVED	DATE

FIELD DATE	1-23-15
FIELD BOOK NO.	15-47
FIELD BOOK PG.	147
FILE/JOB #	G.A.C.P.
DRAWN	JNDO
REVIEWED	A.P.W.
APPROVED	J.C.W.
DATE	01-28-2016
SCALE	1"=20'
FILE NO.	501-160011-05
DWG NO.	1 OF 1

BOUNDARY & TOPOGRAPHIC SURVEY
SAINTS PETER & PAUL CHURCH
404 HUDSON STREET
LOT 19, BLOCK 215.1
CITY OF HOBOKEN, HUDSON COUNTY
STATE OF NEW JERSEY

CONTROL POINT ASSOCIATES, INC.
A CIVIL TECHNOLOGY COMPANY
ROSELAND, NJ 07068

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CONSTRUCTION SYMBOLS LEGEND

DOOR, NUMERICAL TAG CORRESPONDS TO DOOR SCHEDULE

DOOR, EXISTING

DETAIL TAG

ELEVATION TAG, EXTERIOR (left) + INTERIOR (right)

EQUIPMENT / APPLIANCE / FIXTURE TAG (REFER TO APPLICABLE SCHEDULES)

ROOM TAG

PARTITION TAG

SECTION TAG, ARROW INDICATES DIRECTION OF CUT

WINDOW, Alphabetical tag corresponds to Window Schedule

WALL, Existing to remain (Construction dimensions are to face of existing walls, U.O.N.)

WALL, To be demolished

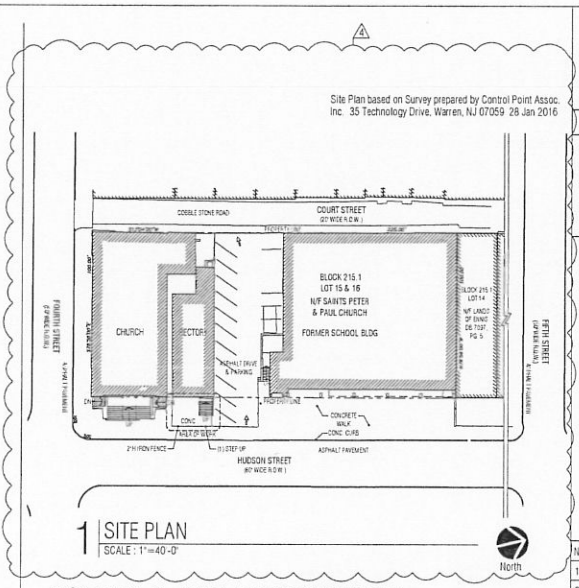
WALL, New (Inner line denotes framing, construction dimensions are to framing U.O.N.)

WALL, Fire-rated construction (Inner line denotes framing, construction dimensions are to framing U.O.N.)

WALL, Masonry (Construction dimensions are to face of masonry, U.O.N. Refer to partition schedule for surface treatments or furring)

STANDARD ABBREVIATIONS

AFF	Above Finished Floor	ELEV	Elevation	MECH	Mechanical	T&G	Tongue and Grooved
ALUM	Alluminum	EQ	Equal	MIN	Minimum	THRU	Through
ANSI	American National Standards Institute	EPS	Expanded Polystyrene	MNT'D	Mounted	T.O.	Top Of
APP'D	Approved	EW	Each Way	MSTR	Master	U.C.	Under Cabinet / Counter
ARCH	Architect	EXP	Expansion or Exposure	MTL	Metal	U.O.N.	Unless Otherwise Noted
ASTM	American Society for Testing & Materials	EXST'G	Existing	MTRL	Material	U.S.	Underside
B.O.	Bottom Of	EXT	Exterior	N	North	VERT	Vertical
BDRM	Bedroom	F	Face	N.I.C.	Not In Contract	V.I.F.	Verify In Field
BLDG	Building	F.O.	Face Of	NO.	Number	W	West
BLK	Black	FAC'G	Facing	O.A.E.	Or Approved Equal	W	Wide or Width
BM	Book Matched	FIN	Finish or Finished	O.C.	On Center	W/	With
C	Center	FL	Floor	PL	Property Line	WD	Wood
C.O.	Center Of	FLR	Floor	PNT'D	Painted	W/D	Stacked Clothes Washer & Dryer
CF	Cubic Foot	FT	Foot	POL	Polished	WHT	White
CL	Center Line	GA	Gauge	PROJ	Project	WIN	Window
CLO	Closet	GRND	Ground	PS	Plain Sawn	XPS	Extruded Polystyrene
CNTR	Center	GWB	Gypsum Board	PSF	Pounds Per Square Foot		
CON	Concealed	H	Height	PSI	Pounds Per Square Inch		
CONC	Concrete	HB	Hose Bib	P.T.	Pressure Treated		
CONT	Continuous	HC	Hollow Core	QS	Quartersawn		
CD	Clothes Dryer	HDG	Hot-Dipped Galvanized	RCP	Reflected Ceiling Plan		
CO	Carbon Monoxide	HGT	Height	RD	Roof Drain		
CW	Clothes Washer	HORIZ	Horizontal	REF	Reference or Refer		
D	Deep or Depth	IBC	International Building Code	REF	Refrigerator		
DEMO	Demolish	IC	Indicates Insulation Contact is Permitted	REQ'D	Required		
DIA / Ø	Diameter	IPC	International Plumbing Code	RH	Right-Hand		
DIAG	Diagonal	IRC	International Residential Code	RHR	Right-Hand Reverse		
DIST	Distance	L	Length	R.L.	Relative Level/Elevation		
DIV	Divide or Division	LAV	Lavatory	RM	Room		
DR	Door	LH	Left-Hand	RO	Rough Opening		
DTL	Detail	LHR	Left-Hand Reverse	RS	Rift Sawn		
DW	Dishwasher	LF	Linear Foot	S	South		
DWG	Drawing	MANUF	Manufacturer	SC	Solid Core		
E	East	MAX	Maximum	SECT	Section		
EA	Each	MDF	Medium Density Fiberboard	SF	Square Foot/Feet		
EL	Elevation	MDO	Medium Density Overlay	SPEC	Specification		
				ST	Street		
				STR(s)	Stair(s)		
				STO	Storage		

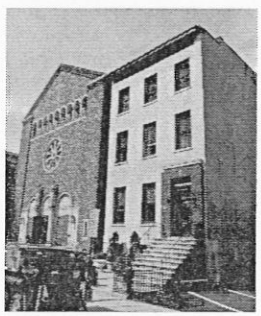


1 SITE PLAN
SCALE : 1"=40'-0"

ZONING & USE INFORMATION

404 Hudson St, Hoboken, NJ 07030
(400-416 Hudson St)
Block: 215.01 Lots: 15 & 16
Zoning Classification: R-1(CS)
Use Group: B / Business Use

No change to building bulk or use.



Current photograph / Apr 2015

DRAWING SET CONTENTS

G1.00 Zoning Information + General Notes
G1.01 General Notes + Specifications
G1.02 Historic Restoration Specifications
A1.01 Facade (Proposed + Existing)
A1.02 Front Yard Plan + Project Dtls

Daniel Kopec Architects LLC
289 Bay Avenue Glen Ridge NJ 07028
201 618 8340

CLIENT
The Catholic Community of
Saints Peter & Paul
404 Hudson St
Hoboken, NJ 07030
Msgr Robert Meyer

Rectory Facade and Front Yard Restoration
404 Hudson St
Hoboken NJ 07030

No.	DATE	SET
1	6 Jul 15	Bid Set
2	10 Jul 15	HPC Review
3	10 Dec 15	Permit Set
4	10 Mar 16	Zoning Addendum

SEAL

Daniel Kopec NJ 19365

ZONING INFO, LEGENDS AND ABBREVIATIONS

SHEET NO.

G1.00

Scales based on 18x24 sheet size

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GENERAL NOTES:

1. All work shall comply with the New Jersey Uniform Construction Code (NJAC 5:23)including all pertinent subcodes, and thereby shall be completed in accordance with the NJ Editions of the International Building Code (2015) and/or the International Residential Code (2015), NFPA National Electrical Code (2014), National Standard Plumbing Code (2015), International Mechanical Code (Current Edition), International Energy Conservation Code (2015), as well as any pertinent codes and standards required by the local building official.
2. The Contractor shall be responsible for procuring all necessary permits, as well as the scheduling and coordination of all inspections thereafter required.
3. The Contractor is responsible for all work indicated herein or reasonably implied. Only through written directive from the Owner shall this be voided.
4. The Contractor and all Sub-Contractors shall review the construction documents (drawings and specifications) as well as all relevant existing field conditions, included but not limited to locations of structural, mechanical, electrical and other utility components prior to commencing construction. For projects involving work on existing buildings, assumptions may have been made regarding existing systems and conditions, including those concealed by existing materials or otherwise unable to be sufficiently investigated through reasonable visual observations. All discrepancies and/or interferences that exist between the field and the construction documents shall immediately be brought to the attention of the Architect.
5. All subsurface utilities shall be located and marked prior to the commencement of construction. Any unmarked subsurface utilities discovered during construction shall be immediately reported to the Architect.
6. The Contractor shall be solely responsible for the procurement of adequate quantities of materials required. The Contractor shall ensure that all work coordinated between trades is completed correctly and without compromise to the function and performance of any component. All dimensions stated in the construction documents shall be verified in the field to ensure accurate compliance with the intent of the documentation.
7. Substitutions to or modifications of any materials, components, systems or construction details as specified in the construction documents may only be made following written request by the Contractor and subsequent written approval of the Architect. Deviation from the construction documents shall not be otherwise permitted and any damages to persons or property resulting from unapproved deviations, substitutions or modifications shall be the sole responsibility of the party authorizing said deviations.
8. The Contractor shall coordinate all disruptions in utilities with the Owner. Requisite disruptions shall be confined to minimal but reasonable amounts of time. Utility disruptions shall not be permitted to cause deleterious effects to any building systems.
9. Job site safety and security is the responsibility of the Contractor. Coordination of job site access and security shall be made between the Owner and the Contractor. The job site shall be able to be secured during all times when the Contractor is not present.
10. The Contractor is responsible for ensuring the weather and water tightness of the project during construction. The construction schedule shall be coordinated such that no unfinished surfaces or materials are exposed to inclement weather (refer to framing and lumber notes in the construction documents).
11. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures, and safety precautions and programs in connection with the work, and for the failure by himself or any subcontractor to carry out the work in accordance with the contract documents.
12. All materials shall be property stored and staged such that they will not incur degradation or harm from their method of storage. Staging of materials and storage locations shall be coordinated with the Owner prior to the commencement of construction.
13. The Contractor shall remove all demolition and construction debris from the job site.
14. The Contractor shall be responsible for any damages incurred to the property by the Contractor or any Sub-Contractor or Material Supplier.
15. The Contractor shall provide proof of liability insurance, in an amount deemed acceptable by the Owner, to the Owner prior to the commencement of construction.
16. During construction, the discovery of asbestos, polychlorinated biphenyl or other toxic substances shall immediately be reported to the Architect and the Owner. The handling, removal and disposal of such toxic materials shall only be undertaken by a licensed and approved contractor. The Contractor shall indemnify the Architect and the Owner prior to undertaking any work pertaining to the mitigation of or removal of asbestos or other toxic materials.
17. On existing buildings all existing paint shall be assumed to contain lead. The handling of, exposure to and removal of any painted surfaces or materials shall only be undertaken by a licensed and approved contractor. The contractor is responsible for the job site procedures and protocol required to prohibit exposure of other on-site workers and building occupants to lead or any other toxic substances. The Contractor shall indemnify the Architect and the Owner prior to undertaking any work pertaining to the mitigation of or removal of lead paint or materials finished with paint assumed to contain lead.
18. All work completed by the Contractor shall be guaranteed in writing for a period of not less than one year. All material and component warrantees and guarantees provided by the manufacturer shall be turned over to the Owner. All operations and maintenance manuals and information provided with installed materials, fixtures, appliances or other components shall be submitted to the Owner.

GENERAL SPECIFICATIONS:

Division 03 / Concrete

Unless otherwise noted, structural concrete shall be designed and constructed in accordance with the IBC (Current Edition) and ACI 318-08 (Bldg Code Requirements for Structural Concrete).

Compressive Strength: Min. 3000psi at twenty-eight 28 days, unless otherwise noted. Retain delivery receipts for Architect Review.

Curing: Min. 50°F and moist condition for first 7 days. Protect against freezing for min. 14 days. Unless otherwise noted, per ACI 318 Sec 5.11.

Air-entraining Admixtures (ASTM C260) : Provide air content of 5-7% for exterior concrete.

Placement: Place as near final position as possible. Avoid horizontal movement of concrete in formwork.

Consolidation : Hand tamp and rod or mechanically vibrate to consolidate.

Reinforcing Steel: New Billet deformed type ASTM A-615 Grade 60

Concrete Protection for Reinforcement:

Exposed to Ground or Weather: 2"
Footings : 3"
Slabs (unexposed) : ¾"
(exposed to weather) : 1 ½" (for #3 to #5) / 2" (for #6+)
Beams : 1 ½"
Columns : 1 ½" outside of ties

Construction Joints: Key joints and locate at points of minimal shear. No horizontal pour stops permitted in concrete walls.

Control Joints (Slab-on-Grade) : Saw-cut to depth of ¼ slab depth 20'-0"o.c. immediately after concrete has hardened and fill with semirigid filler with Shore Hardness "A" > 80.

Isolation Joints : Provide isolation joints at edge of slab-on-grade, around base of columns, and elsewhere as indicated. Set expansion joint material ½" below top of slab. Provide bond-breaker tape and joint sealing compound above expansion joint material.

Corners: Provide ½" chamfer at corners of beams, columns, and walls unless otherwise noted.

Division 04 / Masonry *(Refer to Historic Restoration Specifications for existing masonry work)*

Concrete Masonry Units: Conform to ASTM C 90 for load-bearing concrete masonry units.

Brick Standards: Conform to ASTM C 62 for Building Brick / ASTM C 216 for Facing Brick / ASTM C 652 for Hollow Brick.

Brick Durability + Exposure : Conform to grade SW (Severe weathering) for building, face and hollow brick unless otherwise noted.

Brick Appearance: Conform to type FBX or HBX, unless otherwise noted.

Efflorescence: Brick shall be rated 'not efflorescent' per ASTM C67.

Mortar: Mortar for use in masonry construction shall conform to ASTM C 270, ACI 530 and IBC 2103.8. Structural reinforced or load-bearing walls shall use Type S Mortar. Unless otherwise noted, other applications shall use Type N Mortar. Apply full bed.

Bond: Running-bond for masonry unit walls, unless otherwise noted.

Freeze Protection: Masonry construction shall be protected from freezing during installation and at least 48 hours following installation.

Division 06 / Wood, Plastics + Composites

Framing (load-bearing dimension) lumber shall be identified by a grade mark of a lumber grading or inspection agency that has been approved of by an accreditation body that complied with DOC PS 20. Refer to construction drawings for requisite species and minimum grading number.

Moisture Content: framing (load-bearing dimension) lumber shall be kiln- or air-dried to a maximum moisture content of 19%.

Storage: Store lumber and plywood off the ground in a dry location, protected from exposure to harmful weather conditions and at temperatures recommended by manufacturer.

Protection: Protect lumber and plywood during storage and construction to ensure that it is kept dry and the moisture content does not exceed 19%.

Cleanliness: Lumber and plywood shall arrive to the site, and be kept, clean of dirt and mud. Lumber exhibiting visible dirt, mildew, rot, mold and any other deleterious features shall not be used in construction.

Acclimation of Interior Wood: Allow wood for interior use, including but not limited to flooring, millwork, molding and trim, to acclimate by storing in the space in which it is to be installed per the manufacturer's recommendation but for no less than 2 weeks prior to installation. Consult Architect if job site conditions do not permit an interior environment of between 60°-80°F and 30-50%RH.

Division 08 / Openings (Doors + Windows)

Refer to door and window schedules along with accompanying notes and details for information associated with this area of work.

Specifications Continue on Next Sheet

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269 Bay Avenue Glen Ridge NJ 07028
201 618 8340

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The Catholic Community of
Saints Peter & Paul
404 Hudson St
Hoboken, NJ 07030
Msgr Robert Meyer

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GENERAL NOTES AND SPECIFICATIONS

SHEET NO.

G1.01

Scales based on 18x24 sheet size

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GENERAL SPECIFICATIONS (Cont):

Division 09 / Finishes

Gypsum Board

Gypsum Board (General) : Gypsum board materials and accessories shall be identified by the manufacturer's designation to indicate compliance with the appropriate standards referenced in IBC 2506 and stored to protect such materials from weather and water damage.

Manufacturer : Gypsum board shall be manufactured by American Gypsum Co. Certainteed, Georgia Pacific Co, LaFarge, National Gypsum Co, United States Gypsum Co. or approved equal and bear the designation of said company.

Type: 5/8" Type X unless otherwise noted.

Fasteners : 1 5/8" #8 course thread screws 6"o.c., typ. for fastening to wood studs.

Joint + Fastener Treatment: Use joint compound and joint tape that conforms to ASTM C 475 to reinforce and conceal joints, fastener heads, and corner beads. Sand to achieve monolithic appearance. Consult Architect if job site conditions do not permit an interior environment of between 60°-80°F and 30-50%RH during taping and finishing.

Finishing Preparation : Clean dust from surfaces prior to priming and painting.

Finish Schedule : Refer to finish schedule in construction documents along with accompanying notes and details for information associated with this area of work.

Interior Wall and Ceiling Finish Materials: All interior wall and ceiling finish materials shall be min. Class B (Flame Spread Index 26-75; Smoke Developed Index 0-450) in accordance with ASTM E 84 or UL 723.

Vinyl Composite Tile (VCT)

Vinyl Composite Tile (VCT) : Shall conform to ASTM F 1066 - Standard Specification for Vinyl Composition Floor Tile and ISO 10595 - Resilient floor coverings -Semi-flexible/vinyl composition (VCT) floor tiles. It shall also meet the following fire rating requirements :

Class 1 when tested in accordance with ASTM E 648/NFPA 253, Standard Test Method for Critical Radiant Flux

Meets 450 or less when tested in accordance with ASTM E 662/NFPA 258, Standard Test Method for Smoke Density, if applicable

FSCI-150; SD-150 when tested in accordance with CAN/ULC S102.2, Standard Test Method for Flame Spread Rating and Smoke Development, if applicable

Manufacturer: VCT shall come from one of the following manufacturers : Armstrong, Congoleum, Mannington, or Tarkett

Installation : Substrate shall be suitably prepped and cleaned prior to installation. Compatible adhesive and manufacturer's requirements shall be followed.

Wood Flooring, Trim + Millwork : See Div. 6 specifications regarding the acclimation of all wood to the work environment prior to installation.

Divisions 21-26 / Mechanical, Electrical, Plumbing, and Fire Protection

Refer to MEP/FP Drawing Sheets for information associated with this area of work.

RESTORATION NOTES:

1. Removal of existing brownstone parging shall be undertaken with extreme care. The project intent is to - if possible - restore the existing brick façade as a finished surface. Care shall also be taken around the existing windows, as these are to remain. Windows and trim shall be protected during the course of all façade restoration work.

2. Removal of all brick at entrance surround and at stoop shall be undertaken with extreme care. Care shall be taken to keep existing architectural elements, presently concealed by the brick, protected during the brick removal.

3. Upon removal of all existing covering materials - brick and parging - work shall stop and the Hoboken Historic Preservation Commission shall be notified by contacting Joan Anastasio, Board Secretary at (201) 420-2046. At which time a sub-committee, as selected by the Commission, shall convene on site to confirm that the existing conditions of the building, particularly with regards to the entrance enframement and doorway, support the design as it is presently drawn. If any architectural details are uncovered that indicate otherwise, the design shall be modified to reflect the existing conditions.

4. Once the existing parging is removed from the front façade, the brick shall not be left exposed if the following conditions exist:

1. The existing brick is found to no longer have its original fire skin intact.
2. Repairs were made to the façade with the use of brick or other masonry block that does not match the main body of the building and would be unsightly if left exposed.

5. If required, brownstone parging will be restored to the entire façade as per the specification herein. Simulated stone block joints shall be struck in the parging to give the appearance of a stone façade. Contractor shall consult Architect for spacing and location of said joints prior to undertaking work.

RESTORATION SPECIFICATIONS

Woodwork Restoration Specification

Extent of replacement shall be limited only to elements whose condition is too far degraded to be suitably repaired. Historically sensitive details, such as the corbels at the eave line, shall be preserved and express care shall be taken in their cleaning and reconditioning.

Repair Notes:
On elements to be preserved, areas of rot or other deleterious conditions shall be removed and filled with *Abatron* Two Part Wood Epoxy filler. Filled areas shall be sanded flush with adjacent wood.

Replacement Notes:
Material : Wood to be replaced shall match the profile of the original wood. All new lumber shall be back-primed and all cut ends shall be primed prior to installation.
Wood for trim features shall be *WindsorOne + Protected S4SSE* factory primed wood or *Boral TruExterior* material with the smooth side exposed. New clapboards shall be quartersawn spruce clapboards from Ward Clapboard Mill in Waitsfield, VT - 6" material for 4" exposure.
Fasteners : Clapboards shall be installed with *Maze* ring shank *'Slim Jim'* siding nails. Trim shall be installed with stainless steel trim head screws. Trim material shall be installed as per manuf. requirements.

Painting & Finishing Notes:
Existing paint finish shall be removed. All local, state and federal guidelines for the removal of lead paint shall be followed. All wood shall be primed with one coat of oil-based primer and top coated with two coats of exterior acrylic latex paint - Sherwin Williams Super Paint, or approved equal. All new wood shall be back primed prior to installation. And all field cuts shall be primed.
Colors : TBD by Architect and Owner. Contractor to submit color sample to Architect for approval prior to painting.

Cast and Wrought Ironwork Restoration Spec.

Remove existing paint and rust through LOW-PRESSURE sand blasting. All local, state and federal guidelines for the removal of lead paint shall be followed. Adjacent surfaces shall be protected. Pressure shall NOT exceed 100psi. Cleaned iron shall be IMMEDIATELY primed with two coats of alkyd rust-inhibitive primer. Top coat with two coats of black alkyd enamel finish.

If initial cleaning reveals extensive damage from rust on cast iron features, new cast iron features shall be sand cast in a two-part mold. The least damaged cast iron components shall be used to create the mold. All newly cast ironwork shall be shop primed.

Brownstone Restoration Specification

Remove entire existing brownstone finish.
Architect and Historic Preservation Officer to review material color and finish before undertaking work.
Conditions : Ambient temperature shall be between 40 and 85 deg F for the duration of the masonry work and for at least 10 days following completion. Construction shall be shielded from direct sunlight and high winds to avoid premature drying. Work area shall be moistened as required.
Preparation : Roughen surface with toothed chisel to ensure positive bond. If existing surface exhibits areas of spall, loose material shall be removed such that new render can be applied to solid substrate. Wash surface with water and bristle brush.
Slurry Coat : 1 part white Portland cement, 2 parts type S lime, 6 parts sand. Mix with potable water.
Scratch Coat : 1 part white Portland cement, 1 parts type S lime, 6 parts sand. Mix with potable water. Press first scratch coat into still moist Slurry Coat. Score surface before dry to provide key for subsequent coats. Each coat shall not exceed 3/8" in thickness. Allow 2-4 hrs between coats. Apply coats as required to achieve required thickness. Keep material moist between coats.
Finish Coat : 1 part white Portland cement, 1 part type S lime, 2-3 parts sand, 3-4 parts crushed brownstone, dry pigments. Mix with potable water. Dry trowel finish with wood float.

Historic Brick Repointing Specification

Historic brick repointing specification:

Approval : Contractor shall provide color sample for approval by Architect and Historic Preservation Officer before undertaking work.

Conditions : Ambient temperature shall be between 40 and 85 deg F for the duration of the masonry work and for at least 10 days following completion. Construction shall be shielded from direct sunlight and high winds to avoid premature drying. Work area shall be moistened as required.

Components :

- Lime shall conform to ASTM C207, Type S. high plasticity. Hydrated Lime for Masonry Purposes
- Cement shall conform to ASTM C150, Type I, White. It should not have more than 0.60% alkali nor more than 0.15% water soluble alkali.
- Sand shall be free of impurities and conform to ASTM C144. Sand color, size, and texture should match the original as closely as possible.
- Water shall be clean and potable.

Mortar mix (when repointing masonry set in lime mortar) : Mortar shall consist of 1 part Portland cement, 3 parts lime, 8-12 parts sand (to match existing as close as possible).

Mortar mix (when repointing masonry set in standard mortar) : Mortar shall be ASTM C270 type 'O' consisting of 1 part Portland cement, 2 parts lime, 6-9 parts sand and stone dust (to match existing as close as possible).

Preparation : Remove loose mortar with chisel or brick rake to a depth of 1". Do not grind joints. Avoid damage to adjacent brick surfaces.

Placing mortar : Thoroughly wet prior to placement. Pack mortar into joint in thicknesses of ¼". Mortar that is not used within one hour of being mixed should be discarded.

Striking the joint : Joints shall be tooled slightly concave. Joints shall not be rodded.

Cleaning: Clean excess mortar - stiff bristle brush, water. NO muriatic acid or other chemical cleaners.

Curing: Keep wall wet for three days.

Lime Mortar Specification

Mortar for bedding historic brick.

Approval : Contractor shall provide color sample for approval by Architect and Historic Preservation Officer before undertaking work.

Conditions : Ambient temperature shall be between 40 and 85 deg F for the duration of the masonry work and for at least 10 days following completion. Construction shall be shielded from direct sunlight and high winds to avoid premature drying. Work area shall be moistened as required.

Components :

- Lime shall be Natural Hydraulic Lime grade 3.5 (NHL3.5) or grade 5 (NHL5)
- Sand shall be well graded, free of impurities and conform to ASTM C144. Sand color, size, and texture should match the original as closely as possible.
- Water shall be clean and potable.

Bedding mortar mix (for chimneys, parapets, sills, lintels and walls at/or below grade) : 1 part NHL5 Lime to 2.5 parts Sand by volume.

Bedding mortar mix (for external walls, not listed above) : 1 part NHL3.5 Lime to 2 parts Sand by volume.

Placing mortar : Thoroughly dampen surfaces prior to placement. Work mortar into masonry cores and cavities to eliminate voids. Do not displace reinforcement during placement. Mortar that is not used within one hour of being mixed should be discarded. Walls shall be built no more than 36" high at a time, so mortar may begin to cure for 2-3 days before continuing.

Striking the joint : Joints shall be tooled slightly concave. Joints shall not be rodded.

Cleaning: Clean excess mortar - stiff bristle brush, water. NO muriatic acid or other chemical cleaners.

Curing: Keep wall wet for three days.

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289 Bay Avenue Glen Ridge NJ 07028
201 618 8340

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The Catholic Community of
Saints Peter & Paul
404 Hudson St
Hoboken, NJ 07030
Msgr Robert Meyer

Rectory Facade and Front Yard Restoration
404 Hudson St
Hoboken NJ 07030

No.	DATE	SET
1	6 Jul 15	Bid Set
2	10 Jul 15	HPC Review
3	10 Dec 15	Permit Set
4	10 Mar 16	Zoning Addendum

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GEN SPECS (Cont.), & RESTORATION SPECIFICATIONS

SHEET NO.

G1.02

Scales based on 18x24 sheet size

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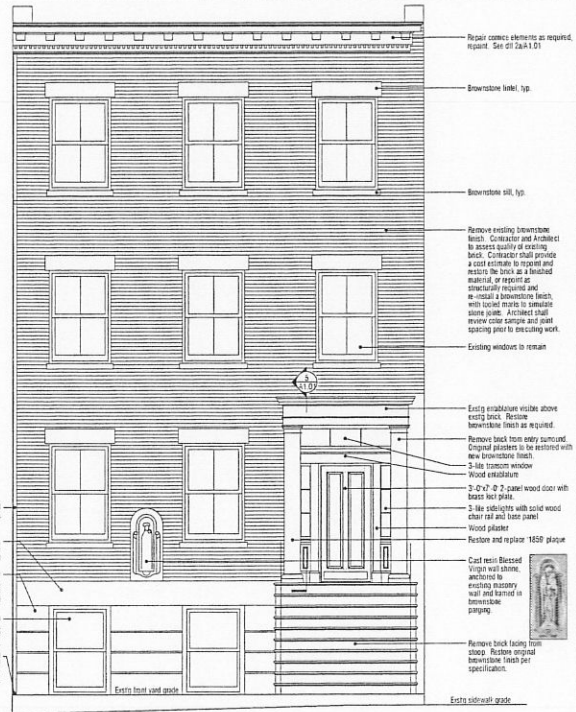
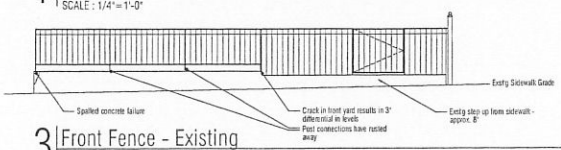
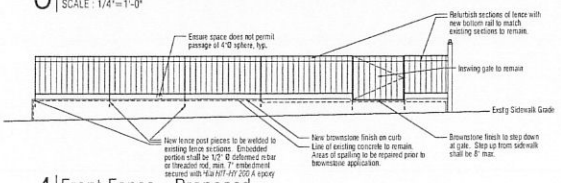
2 East (Front) Facade of Rectory - Existing
SCALE : 1/4"=1'-0"



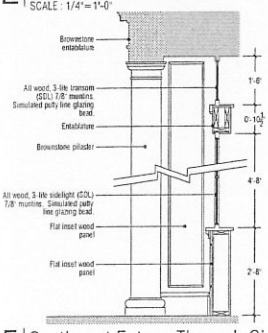
1 East (Front) Facade of Rectory - Proposed
SCALE : 1/4"=1'-0"



3 Front Fence - Existing
SCALE : 1/4"=1'-0"



4 Front Fence - Proposed
SCALE : 1/4"=1'-0"



5 Section at Entry - Through Sidelight
SCALE : 1/2"=1'-0"

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FACADE - EXST'G AND PROPOSED

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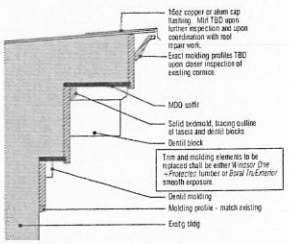
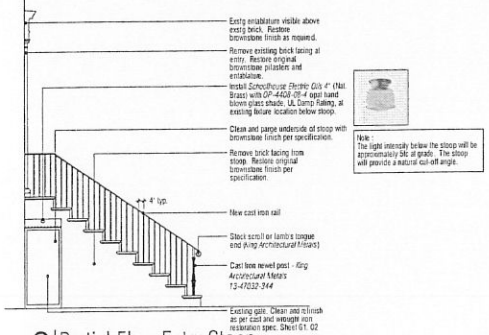
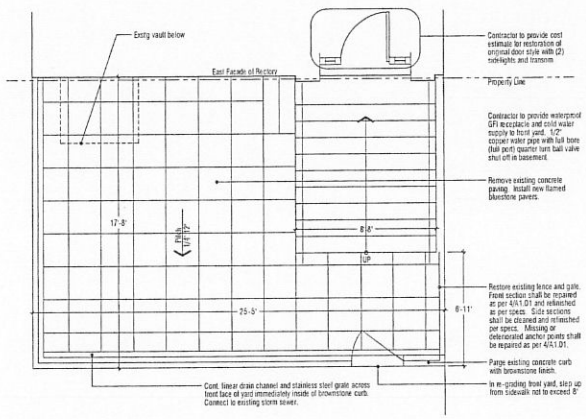


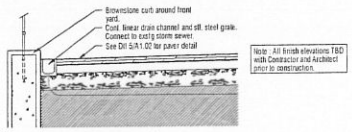
2a | Cornice Detail
SCALE : 1 1/2" = 1'-0"



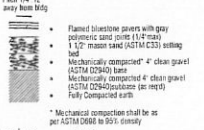
2 | Partial Elev. Entry Stoop
SCALE : 1/4" = 1'-0"



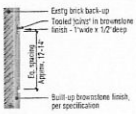
1 | Rectory Front Yard Plan
SCALE : 1/4" = 1'-0"



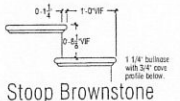
6 | Linear Drain Detail
SCALE : 3/4" = 1'-0"



5 | Paver Dtl
SCALE : 3/4" = 1'-0"



4 | Brownstone Base Dtl
SCALE : 3/4" = 1'-0"



3 | Stoop Brownstone Profile
SCALE : 3/4" = 1'-0"

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289 Bay Avenue Glen Ridge NJ 07028
201 615 8340

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FRONT YARD PLAN AND PROJECT DETAILS

SHEET NO.

A1.02

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12

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: MAY 18 2016

James J. Farina
CITY CLERK

Sponsored by: JFDR

Seconded by: [signature]

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND HOBOKEN LUXURY LLC, OWNER OF BLOCK 195 LOT 1.02 (a/k/a 803 Garden Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to Hoboken Luxury LLC, owner of Block 195 Lot 1.02, more commonly known as 803 Garden Street, Hoboken, represented by Nawar Malas, such a license.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, as follows:

1) Approval of the attached License Agreement between the City of Hoboken and Hoboken Luxury LLC, owner of Block 195 Lot 1.02, more commonly known as 803 Garden Street, shall be subject and limited to the details and specifications included in the attached Application, Caulfield Associates Survey and Marios Lachanaris, Architect drawing sheet 1 of 1 dated 05/10/2016;
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

Meeting Date: May 18, 2016

Approved:

Quentin Wiest

Quentin Wiest
Business Administrator

Approved as to Form:

[signature]

Alysia Proko
Acting **Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2016**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **HOBOKEN LUXURY LLC**, owner of Block 195 Lot 1.02, more commonly known as 803 Garden Street, Hoboken, NJ 07030, represented by Nawar Malas (hereinafter referred to as the **"LICENSEE"**).

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Garden Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of replacing the existing front stoop, constructing a window bay extending from 2nd to 4th floors, and repaving the courtyard and sidewalk adjacent to the building fronting onto Garden Street; and

WHEREAS, the area of encroachment along Garden Street will leave not less than 6 feet 8 inches of unobstructed pedestrian egress along the block frontage; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 195 Lot 1.02, to clear the existing steps and construct a new stoop measuring 5 feet wide by 7 feet deep, and a window bay 8 feet wide by 2 feet deep beginning at the 2nd floor and extending to the 4th floor adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.

4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept if full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.

6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Hoboken Luxury LLC, owner in fee of Block 195 Lot 1.02, more commonly known as 803 Garden Street, Hoboken, NJ, represented by Nawar Malas.

Signed: _____

Printed: _____,

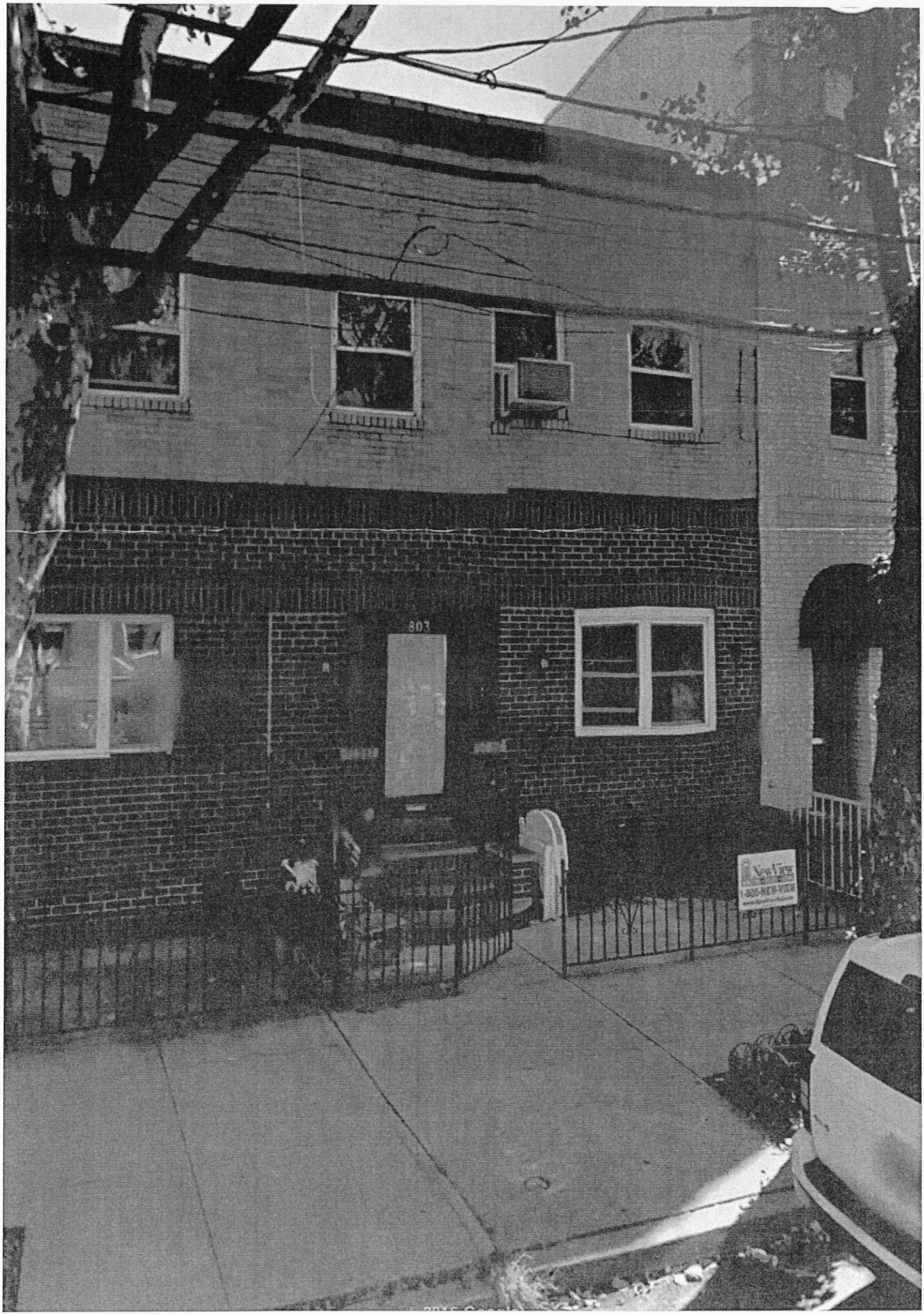
Nawar Malas representing Hoboken Luxury LLC
Owner of 803 Garden Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS


803

P.L. CAULFIELD, JR.
N.J. LIC.NO. 16757

JOSEPH T. CAULFIELD
N.J. LIC.NO. 37579

CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYOR
132 MADISON STREET
HOBOKEN, N.J. 07030

TELEPHONE (201) 792-0445
FAX (201) 792-7714

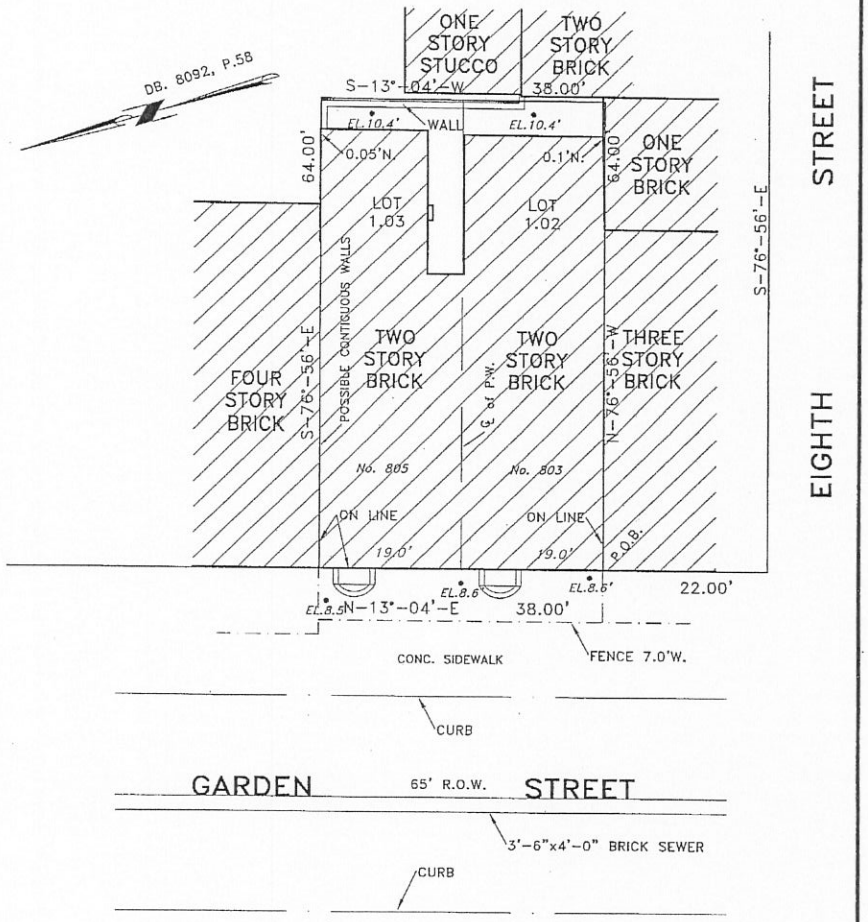
JOB NO. .....

NOTE ON ELEVATIONS:

1. THE SPOT ELEVATION SHOWN HEREON ARE BASED ON THE 1988 NAVD. THE SITE IS AE ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP("FIRM"). THE BASE FLOOD ELEVATION ACCORDING TO THIS MAP IS 9.0' NAVD.

2. FEMA ESTABLISHED AN ADVISORY BASE FLOOD ELEVATION("ABFE") OF 12.0' NAVD FOR THIS SITE. THIS WAS ADOPTED PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER, DATED JANUARY 2013.

3. FEMA CREATED A PRELIMINARY FLOOD INSURANCE RATE MAP FOR THIS AREA. THE BASE FLOOD ELEVATION ACCORDING TO THIS PRELIMINARY MAP IS 10.0' NAVD. THIS MAP HAS NOT YET BECOME EFFECTIVE.



SURVEY OF PROPERTY

LOCATED AT ..... 803-805 GARDEN STREET
..... HOBOKEN, HUDSON CO., N.J.

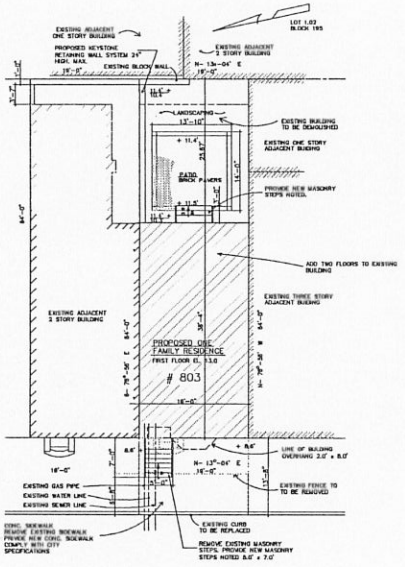
BLOCK ...195.....
LOT 1.02 & 1.03
DATE DECEMBER 11, 2015
REV. 5/11/16 LOT NO.
SCALE 1 INCH = 15 FEET

A written "Waiver and Direction Not to Set Corner Markers," has been obtained from the ultimate user pursuant to P.L. 2003, c.14 (N.J.S.A. 45:8-36.3)and N.J.A.C. 13:40-5.1(d).

THIS SURVEY IS NOT TO BE USED AS A BASIS FOR ANY CONSTRUCTION. IT IS SUBJECT TO THE FACTS REVEALED BY AN ACCURATE AND COMPLETE TITLE SEARCH. THE CERTIFICATION IS MADE ONLY TO THE PARTIES NAMED HEREON, AND IS NONTRANSFERABLE. BEARINGS ARE RELATIVE.

P.L. CAULFIELD, JR.
PROF. LAND SURVEYOR
N.J. LIC. NO.16757

PROPOSED ONE FAMILY RESIDENCE
803 GARDEN STREET- HOBOKEN, N.J.

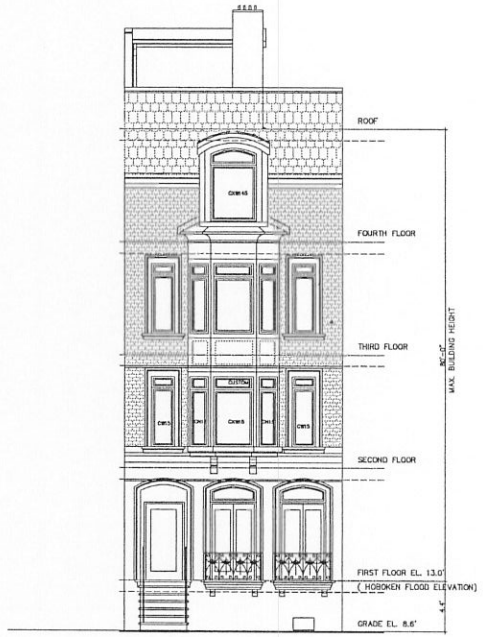


SITE PLAN
SCALE: 1"=10'-0"

803 GARDEN STREET
LOT 1.02 BLOCK 195
ZONING SCHEDULE
ZONE- R1 RESIDENTIAL ZONE

ITEM	REQUIRED	EXISTING	VARIANCE	PROPOSED	VARIANCE
MIN. LOT AREA	2,000 SQ.FT.	1,216 SQ.FT	* EXISTING	1,216 SQ.FT	* EXISTING
MIN. LOT WIDTH	20.0 FT.	19 FT.	* EXISTING	19 FT.	* EXISTING
MIN. LOT DEPTH	100.0 FT.	64.0 FT.	* EXISTING	64.0 FT.	* EXISTING
MAX. LOT COVERAGE	60 %	88 %	* EXISTING	60 %	—
MAX. BUILDING HEIGHT	40 FT 4 ST.	20.0 FT. 2 ST.	—	40.0 FT. 4 ST.	—
MIN. FRONT YARD	0.0 FT.	0 FT	—	0 FT	—
MIN. SIDE YARD	0 FT	0	—	0	—
MIN. REAR YARD	30 % OF LOT DEPTH 19.2	5.0	* EXISTING	25.67 FT	—

LOT COVERAGE CALCULATIONS:
LOT AREA= 19' X 64' = 1,216 SQ.FT.:
BUILDING AREA= 19' X 38.33'= 728.27 SQ.FT.
LOT COVERAGE= BUILDING AREA/ LOT AREA
LOT COVERAGE= 728.27/ 1,216.0= 0.60
LOT COVERAGE= 60 %



FRONT ELEVATION

REVISIONS	KEY	DATE	DESCRIPTION

PROPOSED ONE FAMILY RESIDENCE
803 GARDEN STREET- HOBOKEN, N.J. LOT 1.02 BLOCK 195

MARIOS LACHANARIS, ARCHITECT LLC.
1610 CENTER AVENUE - FORT LEE, N.J. 07024 TEL. # 201-947-4004

MARIOS LACHANARIS- N.J. LA 12588, N.Y. 027649 N.C.A.R.B. 47499

SIGNATURE
5-10-2016
DATE

JOB NO.
SHEET 1 OF 1

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Work Site Address: 803 Garden St

Block: 195

Lot(s): 1.02

Date Received:

Applicant: (If applicant is an LLC, a Corporate Disclosure Statement must be filed as an attachment to this document.)
Hoboken Luxury LLC

Address: 90 Maltese Dr, Totowa, NJ

Phone: 858-705-1525 07512

e-mail: Stevemalas@gmail.com

Owner (if other than Applicant): Nawar Malas

Address: 169 Thomas Dr, Paramus, NJ

Phone: 551-795-3031 07652

e-mail: YaSarmalas@gmail.com

A. Does the proposed work increase an existing encroachment of the public right-of-way: ☑ Yes ☐ No

B. The proposed right-of-way improvements are:
☐ 1. Stand-alone (not associated with other work) ☑ 2. Part of a new construction project. ☐ 3. Part of a renovation project.

C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):

☑ 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).

☑ 2. Photographs of the existing ROW condition.

☑ 3. Architectural drawings including the following details:

- ☑ a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
- ☑ b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
- ☑ c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.

☑ 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.

☑ 5. Metes and bounds description of the proposed area of encroachment.

☐ 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

RIGHT OF WAY IMPROVEMENTS INCLUDE A NEW STAIR, A BAY WINDOW EXTENTING FROM SECOND TO FOURTH FLOOR.

E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

NEW STAIR AND BAY WILL AESTHETICALLY IMPROVE THE APPEARANCE OF THE BUILDING AND MAKE THE BUILDING COMPATIBLE WITH THE CHARACTER OF THE REST OF THE STREET.

Applicant's signature

5/10/16
Date

FORM No: H.ROW.3.22.16

A [illegible] COPY OF A RESOLUTION ADOPTED BY
TH[illegible] [illegible]NCIL OF THE CITY OF HOBOKEN, N.J.
AT A [illegible]ETING HELD ON: MAY 18 2016

James J. Farina
CITY CLERK

Sponsored by: [signature]

Seconded by: [signature]

13

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND 529 MADISON LLC, OWNER OF BLOCK 68 LOT 13 (a/k/a 529 Madison Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to 529 Madison LLC, owner of Block 68 Lot 13, more commonly known as 529 Madison Street, Hoboken, represented by Alan Ozarow, such a license.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, as follows:

1) Approval of the attached License Agreement between the City of Hoboken and 529 Madison LLC, owner of Block 68 Lot 13, more commonly known as 529 Madison Street, shall be subject and limited to the details and specifications included in the attached Application and George Weiner, RA drawings sheet A-1 dated 04/03/2016;
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

Meeting Date: May 18, 2016

Approved:

Quentin Wiest

Quentin Wiest
Business Administrator

Approved as to Form:

[signature]

Alysia Proko
Acting **Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2016**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **529 MADISON LLC**, owner of Block 68 Lot 13, more commonly known as 529 Madison Street, Hoboken, NJ 07030, represented by Alan Ozarow (hereinafter referred to as the **"LICENSEE"**).

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Madison Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of replacing the front stoop and repairing and repaving the sidewalk adjacent to the building fronting onto Madison Street; and

WHEREAS, the area of encroachment along Madison Street will leave not less than 10 feet of unobstructed pedestrian egress along the block frontage; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 68 Lot 13, to remove a larger degraded steal stoop and construct a new smaller masonry stoop against the front of the building running 12 feet 10 inches wide with a maximum projection of 6 feet 4 inches and for make other necessary repairs to the sidewalk adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.

4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept if full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.

6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: 529 Madison LLC, owner in fee of Block 68 Lot 13, more commonly known as 529 Madison Street, Hoboken, NJ, represented by Alan Ozarow.

Signed: _____

Printed: _____,

Alan Ozarow representing 529 Madison LLC
Owner of 529 Madison Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Work Site Address: 529 MADISON ST. Hoboken NJ

Block:

Lot(s):

Applicant: (If applicant is an LLC, a Corporate Disclosure Statement must be filed as an attachment to this document.)
GALE ARCHITECTURAL SERVICES, LLC

Address: 333 Court St. Hoboken, NJ

Phone: 973 222-8745

e-mail: gcw_architect@hotmail.com

Owner (if other than Applicant):
529 MADISON LLC

Address: POB 1066 HACKENSACK NJ 07602

Phone: 201 509-9137

e-mail: ZIBROMANAGEMENTLLC@gmail.com

Date Received:

A. Does the proposed work increase an existing encroachment of the public right-of-way: ☐ Yes ☒ No

B. The proposed right-of-way improvements are:
☐ 1. Stand-alone (not associated with other work) ☐ 2. Part of a new construction project. ☒ 3. Part of a renovation project.

C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):

☒ 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).

☒ 2. Photographs of the existing ROW condition.

☒ 3. Architectural drawings including the following details:

- ☒ a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
- ☒ b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
- ☒ c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.

☐ 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.

☒ 5. Metes and bounds description of the proposed area of encroachment.

☐ 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

Replacement stair : 6'-8" w with 8" R & 10" TR with landing

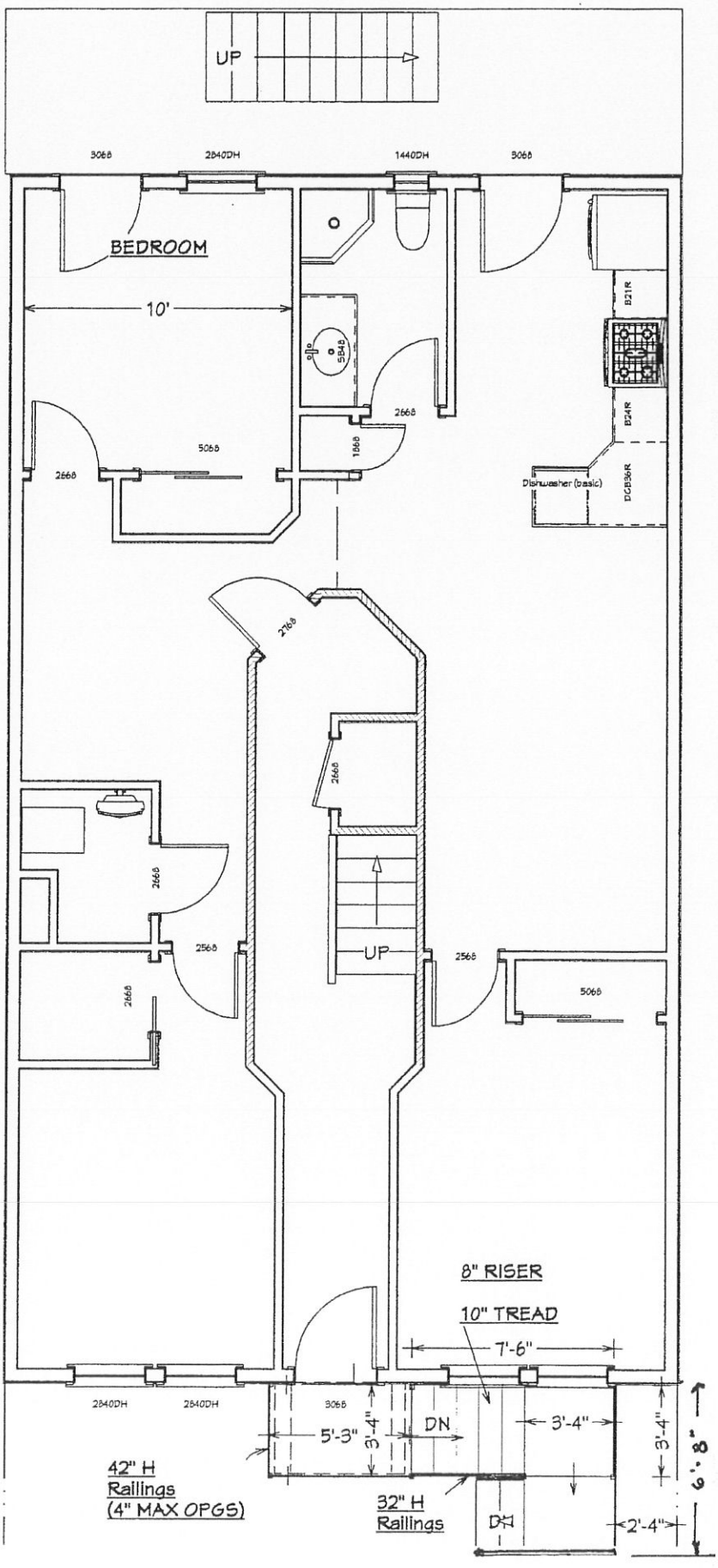
E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

Proposed stair is smaller than original. Original stair was steel -- badly rusted & inappropriate for building style.

Applicant's signature

4.02.16
Date

FORM No: H.ROW.3.22.16



PLAN

ENTRY STAIR

George Weiner, RA
333 Court St. Hoboken, NJ
973 222-8745

SCALE

0' 5' 10'

A-1

FRONT ELEVATION

NEW STAIR & THIN BRICK FACADE

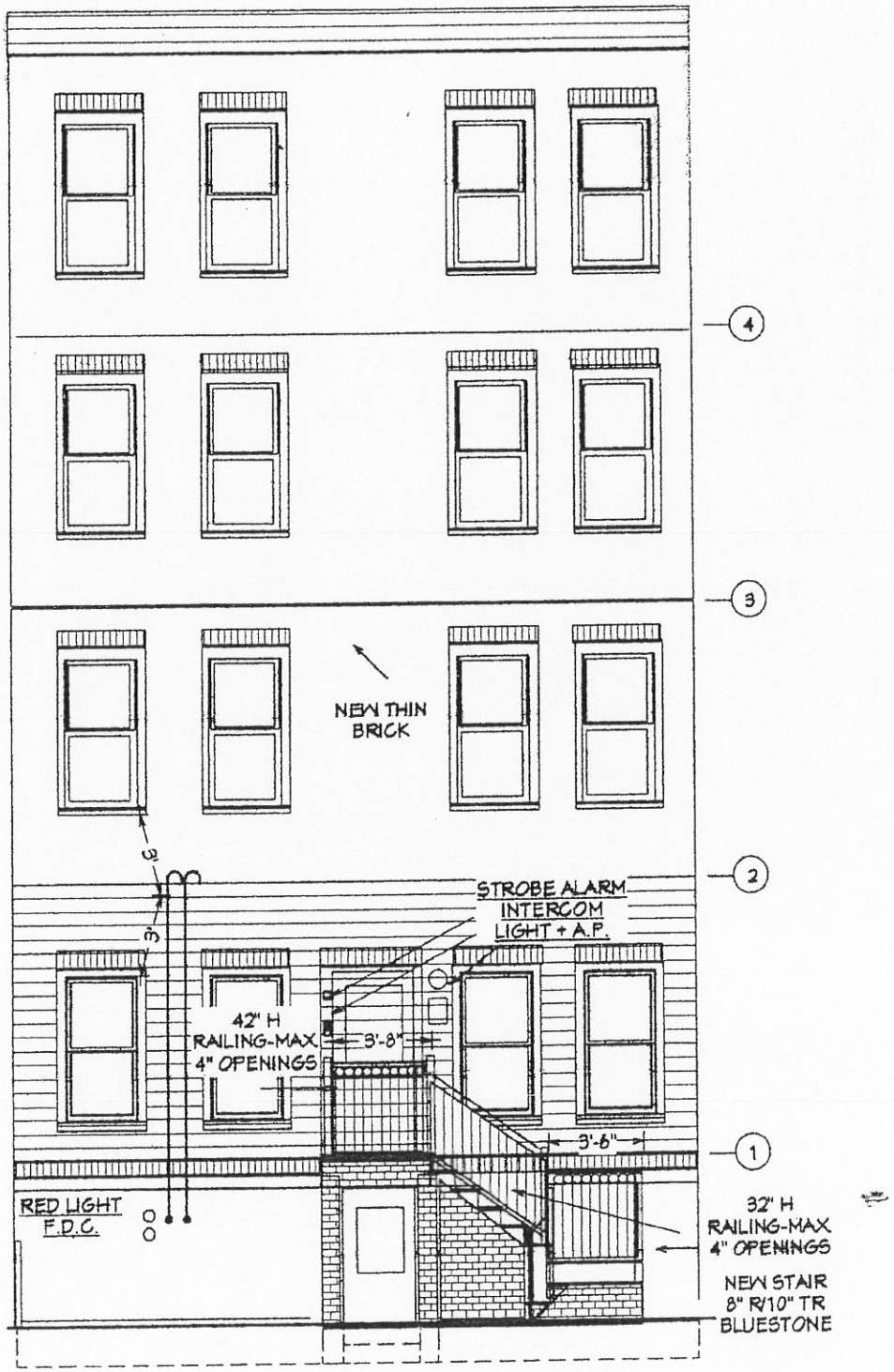
George Weiner, RA
Architect
333 Court St.
Hoboken, NJ
973 222-8745

SCALE

0' 5' 10'

A-2

4.1.16



A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: MAY 18 2016

James J. Farina
CITY CLERK

Introduced By:

Second By:

14

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS STATE TAX COURT

WHEREAS, an overpayment of taxes has been made on property listed below; and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refund be made;

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling $10,391.25

NAME	BL/LOT/UNIT	PROPERTY	YEAR	AMOUNT
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	187/11	153 First Street	2009	$3,366.75
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	187/11	153 First Street	2010	$3,558.75
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	187/11	153 First Street	2011	$3,465.75

Meeting date: May 18, 2016

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Alysia Proko
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos Jr.	✓			
Michael Russo	✓			
President Giattino		✓		

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made;

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **$782.00**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Chase OH4-7326 **Attn: Tax recovery Dept. CC#013602** **P.O. Box 24695** **Columbus, OH 43224-9935**	**181/31**	**926 Garden St**	**4/15**	**$782.00**

Meeting date: May 18, 2016

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Alysia Proko
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos Jr.	✓			
Michael Russo	✓			
President Giattino		✓		

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

MAY 18 2016

CITY CLERK

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular and Special of the City Council of **April 6, 2016** have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:

City Clerk

Approved as to form:

Acting **Corporation Counsel**

Meeting Date: May 18, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher				/
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: MAY 18 2016

CITY CLERK