

BOROUGH OF EAST NEWARK
 COUNTY OF HUDSON
 STATE OF NEW JERSEY

**REGULAR MEETING
 OF THE
 MAYOR AND BOROUGH COUNCIL**

DATE: WEDNESDAY, NOVEMBER 13, 2019

TIME: 5:30 PM

AGENDA

	ORDINANCE (FIRST READING/INTRODUCTION)
10-2019	An Ordinance Amending Chapter 20, Streets And Sidewalks Of The Revised General Ordinances Of The Borough Of East Newark With The Creation Of A New Article Entitled "Excavations And Openings"
	ORDINANCE (SECOND READING/PUBLIC HEARING)
	RESOLUTIONS
107-19	Appointment Of Dave G. Yogg - Maintenance Worker, East Newark Department Of Public Works
108-19	Accepting The Letter Of Resignation Of Victor DiFilippo, Construction Official
109-19	Authorizing The Mayor And Borough Clerk To Execute An Interlocal Agreement With The Borough Of Paramus For A Repair-Maintenance Shared Service For Vehicles
110-19	Authorization To Establish Fair & Open Process For Certain Professionals By The Borough Clerk
111-19	Authorizing The Borough Chief Finance Officer To Encumber Funds For Municipal Officials To Attend The 2019 League Of Municipalities Convention
112-19	Authorizing The Borough Chief Finance Officer To Encumber Funds For Reimbursement To Attend The 2019 League Of Municipalities Convention For Mayor Elect Dina Grilo
113-19	Authorizing Consent To Borough Engineer To Execute The NJDEP TWA Permits
114-19	Approval Of Personnel Handbook
115-19	Authorizing The Mayor And Borough Clerk To Execute A Memorandum Of Understanding Between The Borough Of East Newark And The Passaic Valley Sewer Commission
116-19	Approval of Minutes
117-19	Approval of the Payment of Bills
118-19	Authorizing Software And Maintenance Support Agreement With Mitchell Humphrey & Co.
	DEPARTMENTAL REPORTS
	Office of the Borough Clerk
	Finance Department
	Welfare Department
	Police Department
	Water Department
	Fire Department
	Municipal Court
	CONFIDENTIAL CORRESPONDENCE

ANY OTHER BUSINESS PRESENTED BY THE MAYOR AND BOROUGH COUNCIL

FORMAL ACTION MAY OR MAY NOT BE TAKEN

FIRST READING/PUBLIC HEARING

ORDINANCE

BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY

AN ORDINANCE AMENDING CHAPTER 20, STREETS AND SIDEWALKS OF THE
REVISED GENERAL ORDINANCES OF THE BOROUGH OF EAST NEWARK WITH THE
CREATION OF A NEW ARTICLE ENTITLED "EXCAVATIONS AND OPENINGS

Construction specifications.

Definitions.

As used in this article, the following terms shall have the meaning as indicated:

APPLICANT

A person who applies for a permit.

PERMITTEE

A person who has been issued a permit.

STREET

Any road, highway, public way, public alley, easement or other right-of-way accepted or maintained by the Borough as a public street, as well as any state or county road or highway over which the Borough has acquired jurisdiction by agreement.

Permit required.

- A. Permit required. No person shall make an excavation in, or tunnel under, any street without the issuance of a permit.
- B. Term. Such permit shall remain in effect for 30 days, provided that such time may be extended upon application made to the appropriate Borough official within the thirty-day period for an additional 30 days, upon good cause being demonstrated for the noncompletion of the work within the initial period.
- C. Case of emergency.
- (1) In the event of an emergency, work may commence immediately, provided that:
- (a) An application has been filed with the Building Department with an estimate of fees required and with an estimated performance guarantee.
- (b) The procedure in Subsection C(1) above may be implemented the next business day succeeding the commencement of the work, in the event the emergency takes place after the close of the business day, provided that a call is made to the Police Department citing the information required in § 366-13A(1) through (7) and (9).
- (c) The permit, when issued, shall be retroactive to the date on which the work was begun.
- (2) The Chief of Police is to turn over to the Chief Finance Officer and Finance Department immediately all fees received by him/her pursuant to this article.

Application for permit.

A. All applications for street opening permits shall be filed with the appropriate Borough official on forms provided by such office and shall provide the following information, as applicable.

- (1) Name, address and telephone number of the applicant.
- (2) Names, addresses and telephone numbers of parties to be reached in the event of an emergency.
- (3) Street address of premises adjacent to proposed opening.
- (4) The Tax Map lot and block numbers of properties abutting and adjacent to the portion of the street to be opened.
- (5) Name, address and telephone number of property owner for whose benefit opening is to be performed.
- (6) Character and purpose of the proposed work.
- (7) Estimated time when work is to be commenced and completed.
- (8) Plans and specifications or other drawings on permit, showing the exact location and dimensions of all openings.
- (9) Name, address and telephone number of the person who is to perform the work.
- (10) An acknowledgment that the applicant agrees to replace, at his/her own cost and expense, the pavement, curb, gutter, lawn, sidewalk and all other disturbed areas in accordance with current Borough standards within 90 days of any particular street opening with the following exceptions:
 - (a) Within 24 hours of such opening the area shall be restored by complete backfilling with a dense graded aggregate in accordance with the New Jersey Department of Transportation specifications for the full depth of the trench, excepting the uppermost portion, which shall be restored by base course Mix I-2 and two inches of bituminous concrete surface course Mix I-5. The surface course shall consist of five inches of stabilized base.
 - (b) The surface course may be delayed with consent of the Building Department or Borough Engineer until a reasonable time to allow for trench settlement.
 - (c) The placement of the surface course may be delayed in the event of the winter season to a date not beyond April 15.
 - (d) Certain underground conduits, pipes, etc., which may require a sand cushion adjacent to the structure for protective reasons, will be permitted if indicated in the application and with approval of the Department of Public Works or Borough Engineer.
 - (e) Edges of all excavation shall be cut in a straight line with a saw or an approved pavement cutter.
- (11) The nature, location and purpose of the work.
- (12) A statement that the permittee will comply with the ordinance, regulations and laws relating to the proposed work.
- (13) Any other data reasonably required by the Construction Code Department.

B. A permit shall be required for each and every road excavation unless otherwise agreed upon.

C. A permit shall not be transferred except upon prior written consent of the Construction Code Official.

D. Each permittee shall call 1-800-272-1000 to obtain a utility mark out at least 48 hours prior to commencement of excavation of any street and certify that (s)he has followed the mark-out procedure for determining the location of utilities and obstructions within the area of the proposed work, and submit a mark-out reference number, as provided by the Garden State Underground Plant Location Service.

Protection of work.

A. Each permittee shall keep each respective opening properly guarded with lights, devices and manpower as may be required. Barricades, signs and traffic control shall be in accordance with the Manual of Uniformed Traffic Control Devices. Work shall be performed in a manner and by a schedule so as to affect the least traffic interference. No road shall be closed to traffic unless permission is granted through the office of the Chief of Police; provided, further, that no road shall be so closed on a daily basis for more than one day without the grant of permission from the Director of Public Safety, or his/her designee. In the event the Police Chief, or his/her designee, deems it necessary, an off-duty Borough police officer shall be employed by the applicant to direct traffic.

B. The permittee shall hold harmless the Borough, its officers and agents from any loss, injury, claim, demand or damage resulting from any negligence or fault of the permittee, or the agents of the permittee, in connection with the performance of work covered by the permit. In the event the work has not been completed on or before the expiration date of the permit and the permittee has not requested an extension of time, the Building Department, if it deems it advisable, may take steps to backfill the trench and replace a permanent pavement over the opening for which the permit was issued and charge or deduct same against the bond required in § 366-17. If any extension of time beyond the date is required for the completion of the work, a new application must be filed if the Borough Engineer or Building Department so requires.

C. Except in the case of an emergency or special construction requirements, all road openings shall be closed within 24 hours by the permittee, or its delegated agent, and thereafter maintained in a safe condition for vehicular traffic until the permanent surface has been restored. In the case of an emergency, a substituted closing may be constructed as directed by the Building Department.

D. Any work for which a permit is issued shall be conducted so as not to interfere with any water main or sewer, or any connection from a water main or sewer to any building, unless prior permission for interference has been obtained from the subcode official of the Building Department or the Borough Engineer. All rock within five feet of any water main, sewer or other pipe which may become damaged shall be removed without blasting. No excavation which may damage trees or shrubbery shall be made without the prior permission of the Building Department or the Borough Engineer.

E. When closing the street, each permittee shall completely backfill the trench with material which is to be placed in layers not exceeding 12 inches in thickness, moistened as required, and each layer tamped until thoroughly compacted.

F. In the restoration of original pavement in an excavation, the following rules shall govern:

(1) The foundation shall be restored to a width of 12 inches wider than the width of the trench, except where deemed unnecessary in the reasonably exercised judgment of the appropriate Borough official.

(2) The surface pavement shall extend 12 inches wider than the width of the foundation and six inches longer than the length of the foundation.

(3) The permittee must install the restored foundation as well as the restored surface of all openings.

G. In cases where it is necessary to resort to tunneling operations to reach the point of connection with any main line, the backfill in the tunnel shall be of rammed cement concrete composed of a mixture of one part of cement and six parts of coarse aggregate material.

H. The Building Department or the Borough Engineer may impose special condition in any special case.

I. Under extraordinary conditions not covered by this section, the Borough Engineer shall receive a copy of the plan of the permittee and, after evaluation, set a fee commensurate with the circumstances in the exercise of his/her reasonable judgment.

J. The Borough Engineer may make any reasonable rules and regulations which (s)he considers necessary for the administration and enforcement of this article, but no regulation shall be inconsistent with, alter or amend any provisions of this article or impose any requirement which is in addition to those expressly imposed by this article. Copies of all current regulations shall be furnished each permittee at the time of the issuance of the permit.

§ 366-15 Street openings by utility companies.

A. Utility companies, including those engaged in the installation of gas, water and electric lines, shall report to the Department of Public Works and the Borough Engineer, yearly, their intentions with regard to prospective work requiring future street openings in the community for the purpose of coordinating such activity with pavement projects anticipated by the Borough.

B. Except in the case of an emergency, the Borough shall have the right to schedule street openings with utility companies in a manner which will create the least disturbance to pavement courses, in furtherance of which purpose the Department of Public Works shall provide to the utilities a schedule of expected street construction and resurfacing.

Fees.

A. Each applicant for a permit, before its issuance, shall pay to the Building Department a fee as set forth in Chapter 20-1.4, Fees, per opening.

B. The permittee shall deposit with the Building Department such fees as are reasonably anticipated to be required to reimburse the Borough for the cost of plan review and inspections, as may be required by the Building Department and/or the Borough Engineer. In the event the project extends beyond the anticipated completion time, the Borough Engineer may deem that additional fees be deposited to cover Borough expenses.

General financial obligations.

A. All permittees, including, but not limited to, public utilities, counties, their contractors or contractors of state or federal agencies, shall deposit a guarantee with the Treasurer of the Borough in the form of a bond, certified check or bank draft acceptable to the Borough. The deposits required herein shall be held in a separate account by the Borough and will carry no interest to the permittee. One year after final restoration of the work pending the approval of the Construction Code Official, the guarantee shall be returned to the permittee. However, should the Construction Code Official, upon final inspection, determine that the construction under this permit was unsatisfactory and/or otherwise in violation of the approved plans or conditions attached to the permit and should the permittee, upon receipt of written notice of deficiencies fail to remedy the same in 30 days, then the Construction Code Official shall initiate the process to deduct from the permittee's guarantee all expenses incurred by the Borough in performing the necessary repairs to remediate the same.

B. The Construction Code Official shall have the right to perform borings in the pavement, cut cores in the pavement or to perform other investigations as deemed necessary to confirm that the provisions of the road opening permit have been satisfied. The cost of such investigations shall be billed to the permittee.

C. The Construction Code Official may required an extended maintenance period in excess of one year and an additional maintenance guarantee depending upon the nature of the work involved. This additional obligation will be released upon completion of the work and acceptance of the work by the Construction Code Official.

D. When a maintenance bond is posted, it shall be executed by the permittee as the principle and surety company licensed to do business in the State of New Jersey as surety.

E. The release of the guarantee shall be also conditioned upon the permittee restoring the surface and any damage to the streets abutting the work site and those streets which had sustained damage through the use of construction equipment and vehicles.

F. For utility main construction, other or additional conditions may be prescribed by the Borough. Plans for such projects must have the approval of the Construction Code Official before a permit may be issued.

Replacement of pavement by Borough.

Whenever, in the opinion of the Director of Public Works, the nature of any street improvement through which an excavation has been made is such that it will be for the best interest of the Borough that the replacement holding the permit for the excavation to temporarily fill in and close the same, bringing the filling to grade with such tops as the Commissioner shall seem proper to make the same safe and fit for public travel. In that event, any moneys deposited upon application for the permit shall be held to meet the expense of such repavements and the holder of the permit shall be entitled to receive only the balance of the moneys so deposited after deducting the cost of repaving. Money deposited and withheld, however, must be accounted for to the holder of the permit within one year from the date of deposit.

Default by permittee.

Should the pavement not be replaced within 30 days in the manner and condition to correspond with the remainder of the pavement on the highway, the person holding the permit shall be in violation of this article. In that event the Borough, under the direction of the Department of Public Works, may repair that portions of the street, all expenses shall be deducted from the permit fee on deposit with the Commissioner of Revenue and Finance. Should there be a deficit after making this deduction, the Borough may institute suit of recovery against the permit holder in a court of proper jurisdiction.

Violations and penalties.

Any person who shall violate, permit, allow or suffer to be violated any provision of this article shall be subject to a fine of not more than \$200 for each violation, and the imposition of the payment of the required fees. For the purpose of this article, each day that a violation remains in effect may be considered a separate violation.

Required notification.

A. Once a year the Construction Code Official shall notify public utility providers and municipalities of planned work on Borough roads. Any work to be done on these roads will have to be done before paving is started. Such notice shall state that no road opening permit shall be issued for openings, cuts or excavations in such Borough road for a period of 10 years after the date of paving. The notice shall also notify such permittee that applications for road opening permits, for work to be done prior to such paving shall be submitted promptly in order that the work covered by the permit may be completed before paving.

B. During such ten-year period, no permit shall be issued to open, cut or excavate in such Borough road unless, in the judgment of the Construction Code Official, an emergency exists which makes it absolutely essential that the road opening permit be issued.

C. The Construction Code Official is authorized to demand a cash escrow or equivalent in an amount not exceeding \$10,000 to assure that any road opening on roadways paved within the past 10 years is restored satisfactorily. The restoration shall include milling and repaving of the area so as to blend uniformly with the adjacent roadway as per the conditions stated in the permit, including restoration of pavement markings, signage and all other appurtenances.

Construction specifications.

A. Roadway restoration requirements for all excavation work involving roads of the Borough shall require the following: a six-inch thick dense graded aggregate subbase, base coat of stabilized eight-inch thick Mix I-2 and two-inch surface course of bituminous concrete Mix I-5.

B. Any road in the Borough which has been resurfaced in the last 10 years for which a new road opening permit is issued shall include the requirement that the party performing the work must resurface the road from curb to curb and from street corner to street corner. Furthermore, all driveways and/or sidewalks at any intersection impacted by work done under a road opening permit must be restored with six-inch thick Class B concrete with wire mesh reinforcement. All regular sidewalks, when being restored or replaced as part of a road opening permit, must have four-inch thick Class B concrete. The acceptance of all work done under the aforesaid specifications shall be under the jurisdiction of the Construction Code Official.

ROLL CALL	Aye	Nay	Abstain	Absent	Intro	Second
Diaz						
Evaristo						
Graham						
Lucas						
Tighe						
Zincavage						

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS INTRODUCED ON THE FIRST READING AND APPROVED ON THE FIRST READING BY THE MAYOR AND COUNCIL OF THE BOROUGH OF EAST NEWARK AT A PUBLIC MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF EAST NEWARK HELD ON NOVEMBER 13, 2019.

 ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION: APPOINTMENT OF DAVE G. YOGG – MAINTENANCE WORKER,
EAST NEWARK DEPARTMENT OF PUBLIC WORKS**

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, there exists a need within the East Newark Department of Public Works for a maintenance worker; and

WHEREAS, an evaluation was completed of applicants received for said position; and

WHEREAS, Dave G. Yogg is the best candidate for said position; and

WHEREAS, Dave G. Yogg has been assigned, to the duties of maintenance worker for the East Newark Department of Public Works as a full-time position at the rate set forth in the Borough's Salary Ordinance and as agreed upon in the conditions of employment executed by Mr. Yogg.

NOW THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of East Newark within the County of Hudson, State of New Jersey that David Yogg will assume the above duties within the East Newark Department of Public Works as cited within this resolution effective October 15, 2019.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION APPROVED BY THE GOVERNING BODY OF THE BOROUGH OF EAST NEWARK ON OCTOBER 14, 2019 AND MEMORIALIZED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION: ACCEPTING THE LETTER OF RESIGNATION OF VICTOR
DIFILIPPO, CONSTRUCTION OFFICIAL**

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, Victor DiFilippo has submitted his letter of resignation dated October 21, 2019 as Construction Official/Building Sub code Inspector for the Borough of East Newark.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of East Newark, County of Hudson, State of New Jersey, that the letter of resignation for Victor DiFilippo as Construction Official is hereby accepted effective October 21, 2019.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to advertise and accept applications for said position.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION: AUTHORIZING THE MAYOR AND BOROUGH CLERK TO
EXECUTE AN INTERLOCAL AGREEMENT WITH THE BOROUGH OF
PARAMUS FOR A REPAIR-MAINTENANCE SHARED SERVICE FOR
VEHICLES**

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65.1, et seq., allows any municipality or county to enter into a contract with any other municipality or county for the joint provision of any services within their joint jurisdiction; and

WHEREAS, the Borough of East Newark and the Borough of Paramus seek to enter into a Shared Services Agreement wherein the Borough of Paramus will provide maintenance and repair to all Borough of East Newark Vehicles which are directed to the Borough of Paramus by the Borough of East Newark; and

WHEREAS, the Borough of East Newark has reviewed and approves of the "Agreement" between the Borough of Paramus and the Borough of East Newark as on file with the Office of the Borough Clerk for the term of the contract and the expenditure of funds pursuant to the terms thereof.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of East Newark, County of Hudson, State of New Jersey agrees to authorize the Mayor and Borough Clerk to execute the "Agreement" between the Borough of Paramus and the Borough of East Newark for the purpose set forth hereinabove.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON**

**RESOLUTION: AUTHORIZATION TO ESTABLISH FAIR & OPEN PROCESS
FOR CERTAIN PROFESSIONALS BY THE BOROUGH CLERK**

Introduced by Councilmember _____

Seconded by Councilmember _____

WHEREAS, pursuant to N.J.S.A. 19:44-20.4 et seq. the Borough of East Newark desires to established a "fair and open" process for the selection of certain professional services, including municipal attorney, municipal planner, zoning and planning attorney, municipal engineer, tax appeal counsel, zoning and planning engineer, zoning and planning planner, labor counsel, redevelopment counsel, bond counsel, municipal prosecutor and municipal auditor.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of East Newark that the Borough Clerk, together with the Borough Attorney, are hereby directed to establish and post a public notice, on the Borough's web site, requesting the submission of sealed qualifications, for the positions of municipal attorney, municipal planner, redevelopment attorney, zoning and planning attorney, municipal engineer, tax appeal counsel, zoning and planning engineer, zoning and planning planner, labor counsel, redevelopment counsel, bond counsel, municipal prosecutor and municipal auditor, in accordance with the provisions of the statute, to be received on or before December 20, 2019, at 11:00 a.m.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION: AUTHORIZING THE BOROUGH CHIEF FINANCE OFFICER
TO ENCUMBER FUNDS FOR MUNICIPAL OFFICIALS TO ATTEND THE
2019 LEAGUE OF MUNICIPALITIES CONVENTION**

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, the annual League of Municipalities Convention will be held November 19-November 21, 2019 in Atlantic City, New Jersey; and

WHEREAS, the League of Municipalities Convention is an opportunity for public officials and employees to attend informative and educational sessions regarding current regulations and best practices to foster professional development that promotes the efficient operation of municipal government and will benefit the residents and community as a whole.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of East Newark, County of Hudson, State of New Jersey that authorization is hereby granted to the Borough's Chief Financial Officer to reimburse authorized staff members and members of the Municipal Governing Body for expenses incurred in connection with the 2019 League of Municipalities Convention up to \$300 (three hundred dollars) for their travel, lodging, attendance and meal expenditures.

BE IT FURTHER RESOLVED, that attending employees must present valid proof of expenditures in order for a purchase order to be generated for said reimbursement.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION: AUTHORIZING THE BOROUGH CHIEF FINANCE OFFICER
TO ENCUMBER FUNDS FOR REIMBURSEMENT TO ATTEND THE 2019
LEAGUE OF MUNICIPALITIES CONVENTION FOR MAYOR ELECT DINA
GRILO**

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, the annual League of Municipalities Convention will be held November 19-November 21, 2019 in Atlantic City, New Jersey; and

WHEREAS, Mayor Elect Dina Grilo has indicated her intention to attend the 2019 League of Municipalities Convention; and

WHEREAS, participation at the League of Municipalities Convention will permit Mayor Elect to become acquainted with the current regulations and best practices to foster professional development that promote the efficient operation of municipal government.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of East Newark, County of Hudson, State of New Jersey that authorization is hereby granted to the Borough's Chief Financial Officer to reimburse Mayor Elect Dina Grilo for expenses incurred in connection with the 2019 League of Municipalities Convention up to \$300 (three hundred dollars) for her travel, lodging, attendance and meal expenditures.

BE IT FURTHER RESOLVED, that valid proof of expenditures are required in order for a purchase order to be generated for said reimbursement.

BE IT FURTHER RESOLVED, that this resolution does not set a precedence.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

RESOLUTION NUMBER: 113-19

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION: AUTHORIZING CONSENT TO BOROUGH ENGINEER TO
EXECUTE THE NJDEP TWA PERMITS**

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, The Department of Environmental Protection requires municipal approval of sewer extensions and NJDEP Treatment Works Approval (TWA) permits and,

WHEREAS, these approvals are ordinarily a matter of engineering review based upon prior Planning Board applications and policy determinations;

NOW, THEREFORE, BE IT RESOLVED on this 13TH day of November, 2019 by the Borough Council of the Borough of East Newark, County of Hudson, New Jersey, that The Borough Engineer be and is hereby authorized to represent the Borough in the above referenced permit application to review and sign the municipal consents to the Department of Environmental Protection and other sanitary sewer related permits.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
 COUNTY OF HUDSON, STATE OF NEW JERSEY**

RESOLUTION: APPROVAL OF PERSONNEL HANDBOOK

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, the Mayor and Borough Council have determined that there exists a need to update the Personnel Policies and Procedures Manual/Handbook referencing various employment practices for the Borough of East Newark; and

WHEREAS, updating the Personnel Policies and Procedures Manual every five years is suggested by the State of New Jersey Department of Community Affairs, Division of Local Government Services Best Practices Inventory.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of East Newark, County of Hudson, State of New Jersey that the Personnel Policies and Procedures Manual/Handbook, is hereby approved as presented and attached hereto.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

 ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION: AUTHORIZING THE MAYOR AND BOROUGH CLERK TO
EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE
BOROUGH OF EAST NEWARK AND THE PASSAIC VALLEY SEWER
COMMISSION**

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, PVSC serves 48 municipalities in New Jersey and desires to assist these communities in protecting water quality and quality of life for residents by intercepting stormwater runoff, reducing combined sewer overflows, managing existing water infrastructure, and minimizing frequent flood events; and

WHEREAS, PVSC has partnered with the Rutgers Cooperative Extension Water Resources Program ("RUTGERS") to provide expertise in planning for green infrastructure to address these issues; and

WHEREAS, PVSC and RUTGERS desire to provide guidance and direction to EAST NEWARK regarding the benefits and opportunities of implementing green infrastructure practices; and

WHEREAS, PVSC will fund the design and construction of a green infrastructure demonstration project within EAST NEWARK that can be cost-effectively completed to intercept stormwater runoff, reduce combined sewer overflows, manage existing water infrastructure, and minimize frequent flood events; and

WHEREAS, EAST NEWARK will fund the continued operation and maintenance of the green infrastructure demonstration project constructed by PVSC; and

WHEREAS, EAST NEWARK has duly authorized PVSC and RUTGERS to complete this work in EAST NEWARK; and

WHEREAS, PVSC and EAST NEWARK have each duly authorized their respective proper officials to enter into and execute this Interagency Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

ARTICLE I

Section 1.01. Duties of PVSC. PVSC and RUTGERS shall generally be responsible for the design and construction of the green infrastructure demonstration project for EAST NEWARK. PVSC shall be responsible for costs incurred for the design and construction of the project.

Section 1.02. Duties of EAST NEWARK. EAST NEWARK shall generally be responsible for meeting with RUTGERS and participate in the green infrastructure assessment process, provide available data and resources specific to the community, and review and approve the final Green Infrastructure Demonstration Project. Additionally, EAST NEWARK shall be responsible for continued operation and maintenance of the green infrastructure demonstration pilot project and all costs associated thereof.

Section 1.03. Indemnification. EAST NEWARK shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of EAST NEWARK, its agents, employees, successors or assigns, arising out of this Agreement, and will pay over, reimburse and make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of the Town, its agents, employees, successors or assigns, arising out of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

Section 1.04. Term of Agreement. The terms of this Agreement shall commence upon the execution of same and shall run until completion of construction of the green infrastructure demonstration project and assumption of ownership by EAST NEWARK, at which time the Agreement shall expire. All notices required hereunder shall be addressed to the other party at the address noticed above and may be served by regular mail, certified mail, personal delivery, or facsimile transmission.

ARTICLE II

Section 2.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Successors; Choice of Law. This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors, and assigns. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or the place or places of performance.

Section 2.03. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Agreement and the

balance of this Agreement shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Agreement as so interpreted shall be enforceable in accordance with its terms.

Section 2.04. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY
RESOLUTION: APPROVAL OF MINUTES

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, copies of the minutes of the following meetings of the Mayor and Council of the Borough of East Newark have been provided to the members of the council and reviewed;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of East Newark, County of Hudson, State of New Jersey that the minutes of the Regular Meeting of October 9, 2019 be and are hereby approved.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON STATE OF NEW JERSEY**

THE REGULAR MEETING OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF EAST NEWARK WITHIN THE COUNTY OF HUDSON, STATE OF NEW JERSEY IN THE EAST NEWARK MUNICIPAL BUILDING COUNCIL CHAMBERS, 34 SHERMAN AVENUE, EAST NEWARK, NEW JERSEY ON WEDNESDAY, OCTOBER 9, 2019

Minutes of the Regular Meeting of the Mayor and Borough Council held on October 9, 2019

The Pledge of Allegiance to the Flag of the United States of America was recited.

The Honorable Joseph R. Smith, Mayor Presiding. Mayor Smith called the meeting to order at 5:30 P.M.

PUBLIC NOTICE: Adequate Notice of this Regular Meeting was transmitted to the Jersey Journal, Star Ledger, Observer, posted on the bulletin board of the Municipal Building in accordance with applicable laws under the Open Public Meetings Act (Sunshine Law)

Notice was further given that the Mayor and Borough Council met in caucus on October 9, 2019 for the purpose of establishing a final agenda for the Regular Meeting.

ROLL CALL:

Council President Charles F. Tighe-Present
Councilmember Jessica Diaz-Present
Councilmember Rose A. Evaristo-Present
Councilmember Kenneth Graham-Present
Councilmember Hans Peter Lucas-Present
Councilmember Jeanne Zincavage-Present

DECLARATION OF QUORUM: There being six (6) Members of the Borough Council PRESENT and Mayor Joseph R. Smith PRESENT, a QUORUM was declared. Also present were Neil D. Marotta Esq., Borough Administrative Assistant/QPA/CFO, Treasurer Brigitte I. Goncalves and Borough Clerk Robert B. Knapp.

APPROVAL OF AGENDA FOR THE REGULAR MEETING OF OCTOBER 9, 2019

Motion by Councilmember Graham

Seconded by Councilmember Evaristo

Roll Call: Diaz-Aye, Evaristo-Aye, Graham-Aye, Lucas-Aye, Tighe-Aye, Zincavage-Aye

Aye: 6 Nay: 0 Abstain: 0 Absent: 0

MOTION CARRIED

Mayor Smith awarded the Youth Volunteers of the East Newark Public School for their service to the East Newark community assisted by Superintendent/Principal of the East Newark Public School Corbett

ORDINANCE: SECOND READING/ PUBLIC HEARING: AN ORDINANCE NAMING THE EAST NEWARK SENIOR CENTR "THE JOSEPH R. SMITH EAST NEWARK SENIOR CENTER"

Motion to Open Public Hearing by Councilmember Tighe

Seconded by Councilmember Graham

Roll Call: Diaz-Aye, Evaristo-Aye, Graham-Aye, Lucas-Aye , Tighe-Aye, Zincavage-Aye

Aye: 6 Nay: 0 Abstain: 0 Absent: 0

Motion Carried

No Member of the Public Desired to be Heard Before the Mayor and Borough Council

Motion to Close Public Hearing by Councilmember Tighe

Seconded by Councilmember Graham

Roll Call: Diaz-Aye, Evaristo-Aye, Graham-Aye, Lucas-Aye, Tighe-Aye, Zincavage-Aye

Aye: 6 Nay: 0 Abstain: 0 Absent: 0

Motion Carried

Motion to Approve and Adopt Ordinance on Second Reading/Public Hearing by Council As A Whole

Seconded by Council As A Whole

Roll Call: Diaz-Aye, Evaristo-Aye, Graham-Aye, Lucas-Aye, Tighe-Aye, Zincavage-Aye

Aye: 6 Nay: 0 Abstain: 0 Absent: 0

ORDINANCE APPROVED AND ADOPTED ON SECOND READING/PUBLIC HEARING

CONSENT AGENDA:

RESOLUTION: AUTHORIZING PARTIAL CANCELLATION OF 2019 TAXES FOR BLOCK 14, LOT 45.01, 25 MULOCK PLACE

RESOLUTION: ACCEPTANCE OF TERMINATION OF SHAUN CORREIRA, MAINTENANCE WORKER, PUBLIC BUILDINGS AND GROUNDS

RESOLUTION: AUTHORIZATION TO ADVERTISE FOR FULL TIME MAINTENANCE WORKER, EAST NEWARK DEPARTMENT OF BUILDINGS AND GROUNDS

RESOLUTION: APPOINTMENT OF CONSTRUCTION OFFICIAL/BUILDING SUB CODE OFFICIAL, VICTOR DIFILLIPPO, EAST NEWARK BUILDING DEPARTMENT

RESOLUTION: APPROVAL OF MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOROUGH COUNCIL OF SEPTEMBER 11, 2019 AND SPECIAL MEETING OF SAID MAYOR AND BOROUGH COUNCIL OF SEPTEMBER 30, 2019

RESOLUTION: RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF EAST NEWARK, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY DESIGNATING A \$609,000 BOND ANTICIPATION NOTE, DATED OCTOBER 11, 2019, PAYABLE MAY 1, 2020, AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265 (B) (3) OF THE INTERNAL REVENUE CODE OF 1986 AS AMENDED

Introduced by Councilmember Tighe

Seconded by Councilmember Graham

Roll Call: Diaz-Aye, Evaristo-Aye, Graham-Aye, Lucas-Aye, Abstained on Minutes of September 30, 2019 Special Meeting, Tighe-Aye, Zincavage-Aye
Aye: 6 Nay: 0 Abstain: 0 Absent: 0 (Note: Councilmember Lucas Abstained only on the minutes of the Special Meeting of September 30, 2019)
CONSENT AGENDA PASSED

APPROVAL OF PAYMENT OF BILLS

Introduced by Councilmember Zincavage

Seconded by Councilmember Tighe

Roll Call Diaz-Aye, Evaristo-Aye, Graham-Aye Lucas-Aye , Tighe-Aye, Zincavage-Aye

Aye: 6 Nay: 0 Abstain: 0 Absent: 0

RESOLUTION PASSED

No Further Business To Be Brought Before the Mayor and Borough Council

MOTION TO CLOSE BUSINESS PORTION OF THE MEETING AND OPEN MEETING TO THE PUBLIC FOR COMMENT by Councilmember Tighe

Seconded by Councilmember Graham

Roll Call: Diaz-Aye, Evaristo-Aye, Graham-Aye, Lucas-Aye,, Tighe-Aye, Zincavage-Aye

Aye: 6 Nay: 0 Abstain: 0 Absent: 0

No Member of the Public Desired to be Heard Before the Mayor and Borough Council

The Best Practices Inventory was noted by the Mayor and Borough Council

MOTION TO CLOSE/ADJOURN MEETING by Councilmember Graham and seconded by Councilmember Tighe

Roll Call: Diaz-Aye, Evaristo-Aye, Graham-Aye, Lucas-Aye, Tighe-Aye, Zincavage-Aye

Aye: 6 Nay: 0 Abstain: 0 Absent: 0

MOTION CARRIED

Meeting Closed/Adjourned at 5:49 P.M.

Respectfully recorded and submitted by,

Robert B.Knapp, RMC

Borough Clerk

Reports from Borough Departments:

Office of the Borough Clerk

Finance Department
Welfare Department
Police Department
Water Department
Municipal Court
Fire Department

BOROUGH OF EAST NEWARK
Bill list
REGULAR MEETING NOVEMBER 13, 2019

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>	<u>Account</u>
ADP, INC	467.90	543703170, 545297434	FINANCIAL ADMIN. O/E
ALEX'S DELI	4,446.00	10593 (SEPTEMBER 2019)	SENIOR CITIZENS OE
ALEX'S DELI	4,108.00	12270 (OCT 2019)	SENIOR CITIZENS OE
ANTHONY MONTEIRO	35.17	MEDICAL 10/08/2019	INSURANCE - EMPLOYEE GROUP HEA
BERGEN COUNTY DPT	2,959.38	SS821	BOARD OF HEALTH OE
BERGEN/PASSAIC	50.00	SEMINAR DECEMBER 3,	ADMIN. & EXEC. O/E -
Total fund01			12,066.45
BOSWELL	996.52	135033	CSO ENGINEERING STUDY 15-18
Total fund04			996.52
BRIGITE GONCALVES	116.67	OUT OF POCKET	ADMIN. & EXEC. O/E -
BRIGITE GONCALVES	119.14	OUT OF POCKET	PLANNING BOARD OE
BRIGITE GONCALVES	61.67	OUT OF POCKET REIMB	ADMIN. & EXEC. O/E -
BUG-ELIMINATORS	85.00	75281, 75279 (OCTOBER	PUBLIC BLDG & GRNDS OE
BUG-ELIMINATORS	65.00	75281, 75279 (OCTOBER	SENIOR CITIZENS OE
CODED SYSTEMS	4,584.00	SUPPL 5 & HOSTING	ADMIN. & EXEC. O/E -
COMCAST	88.02	NOVEMBER 2019	FIRE DEPT. OE
COMCAST	10.37	NOVEMBER 2019	SENIOR CITIZENS OE
DANIEL ANDREW	100.00	MARRIAGE/CIVIL UNION	Marriage License Fees
DRAEGER INC	179.00	5950795309	POLICE DEPT. O/E
E & D MECHANICAL	9,751.00		PUBLIC BLDG & GRNDS OE
EAST NEWARK BOARD	123,542.33	NOVEMBER 2019	SCHOOL TAXES
ECONOMY SUPPLY CO.	269.79	114751,115847,117359,1	PUBLIC BLDG & GRNDS OE
EVENING JOURNAL	108.48	1147825 (10/2019)	ADMIN & EXEC ADVERTISING OE
FEDERAL EXPRESS	25.80	6-766-40766	PLANNING BOARD OE
FRANCIS T.	165.00	DAVID YOGG	PUBLIC BLDG & GRNDS OE
GALL'S INC.	120.97	3013075844	POLICE DEPT. O/E
GTBM	947.52	20948 (3RD QTR 2019)	POLICE DEPT. O/E
GUARDIAN	1,626.56	319546 (NOVEMBER 2019)	INSURANCE - EMPLOYEE GROUP HEA
HANDLIN, LAWRENCE	762.50	12/27/2018-10/29/2019	UNIFORM FIRE SAFETY ACT OE
HOME DEPOT CREDIT	277.66	1322161, 8024206	PUBLIC BLDG & GRNDS OE
HOME DEPOT CREDIT	262.67	9025572	PUBLIC BLDG & GRNDS OE
HORIZON BCBSNJ	10,166.58	292611526 (NOVEMBER	INSURANCE - EMPLOYEE GROUP HEA
HORIZON BLUE CROSS	2,638.96	870014477 (OCT-NOV	INSURANCE - EMPLOYEE GROUP HEA
HUDSON COUNTY	9,683.09	16630	GARBAGE COLLECT CONTRACT OE
JOSEPH SMENTKOWSKI	4,560.60	101853, 101854	MANDATORY RECYCLING OE
JOSEPH SMENTKOWSKI	7,361.00	101853, 101854	GARBAGE COLLECT CONTRACT OE
Total fund01			177,679.38
KEARNY WATER DEPT.	9,075.58	0030716000000	WATER SERVICES
Total fund05			9,075.58

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>	<u>Account</u>
MASCHIO'S FOOD	156.68	IN0072051 (SEPTEMBER	SENIOR CITIZENS OE
MICHAEL A. CIFELLI	714.67	OCTOBER 2019	MUNIC PROSECUTOR S&W
MORTON SALT	1,134.08	5401935929	SNOW REMOVAL OE
NEIL D. MAROTTA,	2,500.00	OCTOBER 2019	LEGAL SERVICES & COSTS O/E
NEW JERSEY	8,203.00	0-226-001-768	UNEMPLOYMENT COMP
NORA C. ADAMS	450.00	8/27/2019, 9/24/2019,	MUNICIPAL COURT OE

Total fund01

13,158.43

ONE CALL CONCEPTS	5.44	9105070 (OCT 2019)	WATER SERVICES
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Total fund05

5.44

P.S.E.&G.	321.76	OCTOBER 2019	UTILITIES - ELECTRICITY
P.S.E.&G.	1,321.52	OCTOBER 2019	UTILITIES - STREET LIGHTING
P.S.E.&G.	3,450.01	OCTOBER 2019	UTILITIES - STREET LIGHTING

Total fund01

5,093.29

PASSAIC VALLEY	127.00	15116 (SEPTEMBER 2019)	WATER SERVICES
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Total fund05

127.00

PIRYLIS	210.55	1918	FIRE DEPT. OE
PITNEY BOWES	334.05	3309941883	ADMIN. & EXEC. O/E -
ROBERT TOMASKO	69.71	MEDICAL 9/21/19,	INSURANCE - EMPLOYEE GROUP HEA
ROBERT TOMASKO	200.00	MEDICAL	INSURANCE - EMPLOYEE GROUP HEA
SAL G. TRIPPI	360.00	5/2019-9/2019	CONSTRUCTION OFFICIALS OE
SHERWIN WILLIAMS	194.35	5039-7, 4777-3	ROAD REPAIR & MAINT. OE
SMITH, JOSEPH R.	1,040.00	MARRIAGE/CIVIL UNION	ADMIN O/E MAYOR & COUNCIL
SOS CARFIX LLC	486.71	11188	MOTOR VEHICLE POOL OE
SOS CARFIX LLC	64.90	11201, 11217	MOTOR VEHICLE POOL OE
STAPLES CREDIT	60.45	236580991,2365823831,2	ADMIN. & EXEC. O/E -
STAPLES CREDIT	253.85	236580991,2365823831,2	PUBLIC BLDG & GRNDS OE
STAPLES CREDIT	243.32	236580991,2365823831,2	SENIOR CITIZENS OE
TAMAHARA FACUNDES	185.00	OCTOBER 22, 2019	MUNICIPAL COURT OE
VERIZON	614.55	OCTOBER 2019	ADMIN. & EXEC. O/E -
VERIZON	590.32	OCTOBER 2019	POLICE DEPT. O/E
VERIZON	50.92	OCTOBER 2019	PUBLIC BLDG & GRNDS OE
VERIZON	90.34	OCTOBER 2019	SENIOR CITIZENS OE
VERIZON	93.11	OCTOBER 2019	RECREATION OE
VERIZON WIRELESS	111.34	3956168727 (10/2019)	POLICE DEPT. O/E
VISION SERVICE	177.88	NOVEMBER 2019	INSURANCE - EMPLOYEE GROUP HEA
WASTE MANAGEMENT	1,595.34	M177198 (SEPTEMBER	MANDATORY RECYCLING OE
WILLIAM H.	13,663.00	10840	INSURANCE - GEN LIABILITY

Total fund01

20,689.69

Total Bill List: 238,891.78

BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY
RESOLUTION: AUTHORIZING SOFTWARE AND MAINTENANCE SUPPORT
AGREEMENT WITH MITCHELL HUMPHREY & CO.

INTRODUCED BY COUNCILMEMBER: _____

SECONDED BY COUNCILMEMBER: _____

WHEREAS, the Borough of East Newark Building Department is currently being serviced by NJ Permits for the building department software; and

WHEREAS, NJ Permits will no longer provide free service to New Jersey Municipalities effective June 1, 2020; and

WHEREAS, the Borough of East Newark wishes to enter into an agreement with a vendor that can provide the same level of services to the Borough's Building Department and residents; and

WHEREAS, Mitchell Humphrey & Co has the software available to service the Borough's needs; and

WHEREAS, the Borough of East Newark wishes to enter into an agreement for software and maintenance with Mitchell Humphrey & Co; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40a:11-5(1)(dd) and N.J.S.A. 40A:11-15(5) does not require bidding for contracts associated with proprietary data related services and allows for such contracts to run for a term not to exceed seven years; and

WHEREAS, Mitchell Humphrey & Co. has submitted a quote for a contract to provide its services to the Borough of East Newark in accordance with the below fee schedule:

Software:	\$2500.00
Installation & Conversion:	\$2500.00
Annual Maintenance Fee:	\$625.00

NOW, THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of East Newark, County of Hudson, State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute an agreement with Mitchell Humphrey & Co., 1285 Fern Ridge Parkway, St. Louis, Missouri 63141-4402 for implementation of said services pursuant to the terms and conditions set forth in the November 11, 2019 draft Agreement between both entities, attached hereto and made part hereof.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tighe				
Zincavage				

I, ROBERT B. KNAPP, MUNICIPAL CLERK OF THE BOROUGH OF EAST NEWARK, COUNTY OF HUDSON, STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE MAYOR AND BOROUGH COUNCIL AT THEIR REGULAR MEETING HELD ON NOVEMBER 13, 2019.

 ROBERT B. KNAPP, BOROUGH CLERK



**MITCHELL HUMPHREY & CO.
SOFTWARE PRODUCT LICENSE AND
MAINTENANCE SUPPORT AGREEMENT**

This Agreement is made as of the 11th day of November 2019, by and between Mitchell Humphrey & Co., a Missouri Corporation, (“MH&Co.”), and the Borough of East Newark, New Jersey (“Client”), who hereby mutually agree as follows:

1. Definitions

When used herein with initial capitalizations, whether in singular or in the plural, the following terms shall have the following meanings:

- 1.1 “Licensed Product” shall mean, collectively, the Licensed Software and Licensed Documentation (as hereinafter further defined).
- 1.2 “Licensed Software” or “Software” shall mean the software identified in Exhibit A, annexed hereto and made a part hereof, in object code form, and source code form if source code is included as part of this Agreement.
- 1.3 “Licensed Documentation,” “Documentation,” or “User Manuals” shall mean all operating manuals, training manuals, and all other documentation that is related to the Software.
- 1.4 “Use” shall mean the reading in to and out of memory of the Licensed Software and the execution of such Software, in whole or in part, by the server, or the authorized test or backup servers.
- 1.5 “License Fee,” “Annual Service Fee,” or “Service Fee” shall mean the fee to be paid by the Client for obtaining a license as granted in this Agreement.
- 1.6 “Annual Maintenance Fee” shall mean the fee to be paid by the Client for obtaining maintenance and support services granted in this Agreement.
- 1.7 “Implementation Fee” shall mean the fee to be paid by the Client for consulting services and training provided to install, configure, and implement the Licensed Software.
- 1.8 “Test Account” shall mean a copy of the Licensed Software to be used for the sole purpose of testing portions of the Software prior to placing into production.
- 1.9 “Test Account License Fee” shall mean the fee to be paid by the Client for obtaining the right to use a Test Account.

- 1.10 "Delivery" shall mean receipt by Client of the Licensed Software at Client's place of business or availability of the Software via the Service.
- 1.11 "Reasonable Expenses" shall mean all out-of-pocket expenses incurred by MH&Co. in providing pre-installation consulting and support, installation assistance, warranty support, maintenance support, and other services provided in support of the Licensed Products. Such expenses shall include, but not by way of limitation, secretarial service charges, transportation charges between MH&Co. and Client's place of business, lodging charges, meal expenses, rental car charges, taxi expenses, parking fees, and mailing/shipping expenses.
- 1.12 "Updates" shall mean periodic enhancements, modifications, and corrections to the Software and Documentation provided under Section 10, Support Service, or Section 11, Maintenance Support, of this Agreement.
- 1.13 "Material Defect" shall mean a substantial defect in a Software system as to render the Software system unable to be used for its intended purpose, as described in the Licensed Documentation.
- 1.14 "Named User" applies to Licensed Software where rights are assigned exclusively to a single named Software user.
- 1.15 "Concurrent User" applies to a Software license that is based on the number of simultaneous users accessing the Software.
- 1.16 "Users" shall mean Client's employees or agents who are assigned a back office User ID and password for use with specific Named User or Concurrent User Licensed Software.
- 1.17 "Infringement Claim" shall mean any claim that the Licensed Software infringes a U.S. copyright, trademark, or trade secret.
- 1.18 "Service" shall mean certain proprietary, web-based Software and services provided through a secure private cloud, including:
- i Custom managed and application hosting;
 - ii Hosted email; and
 - iii Disaster recovery.
2. Licensed Software
- 2.1 MH&Co. hereby grants to Client a personal, non-exclusive and non-transferable license to use the Licensed Software specified in Exhibit A during the term hereof and

to utilize the Licensed Documentation during the term hereof in support of the Use of the Licensed Software.

- 2.2 Client shall have the right to use the Licensed Software to process Client's data and that of Client's subsidiaries and affiliates only.
 - 2.3 Client shall be solely responsible for selecting, purchasing, and maintaining any equipment and computer hardware and/or software required to use the Software or Service.
3. License Fees and Payments
- 3.1 Client agrees to pay MH&Co. the License Fee, Annual Maintenance Fee, Annual Service Fee, and/or the Implementation Fee as defined in Exhibit A, for the License and/or Service granted hereunder; plus Reasonable Expenses as incurred by MH&Co. in connection with this Agreement.
 - 3.2 The License Fee shall be due and payable according to the following terms: One hundred (100) percent of the total is due within ten (10) days following execution of this Agreement, or upon commencement of installation work by MH&Co., whichever occurs first.
 - 3.3 The Annual Maintenance and Service Fee shall be due and payable according to the following terms: One hundred (100) percent of the Service Fee is due upon Delivery of the Service to Client.
 - 3.4 The Implementation Fee shall be due and payable as services are rendered, on a time and materials basis, according to the following terms: One hundred (100) percent of the Implementation Fee plus Reasonable Expenses within thirty (30) days following performance of the consulting service.
 - 3.5 Client shall pay all taxes assessed or levied by virtue of this License Agreement, the Licensed Product, or any portion thereof, including sales, use, or personal property taxes, and including any penalties or interest arising from the failure to pay such taxes in a timely manner.
 - 3.6 In the event Client fails to pay MH&Co. invoices when due, MH&Co. shall not be obligated to perform under this Agreement until said invoices have been paid in full by Client. Should said unpaid invoice be for a License, Service, or Maintenance Fee, Client shall cease using the Software until such time as the invoice for the Fees is paid in full. As a result of such unpaid invoices, MH&Co., at its discretion, may terminate this agreement, or any part hereof, in accordance with Section 15.
 - 3.7 Other fees, charges (including, but not limited to, charges for additional training, consulting, custom work, and any related expenses) or taxes which may accrue from

time to time shall be due and payable upon the presentment of a bill or invoice to Client. Failure to pay any invoice when due will result in suspension of Support Service, as defined in Section 10, until invoice is paid in full by Client. If such invoice remains unpaid for more than thirty (30) days after the due date, a reinstatement fee will be charged in order to resume Support Service.

3.8 All License Fees and other charges, if any, shall be due and accepted at MH&Co.'s home office.

4. Term of License Agreement and License

Unless otherwise terminated or cancelled as hereunder provided, the term of this Agreement and the license granted hereunder shall commence on the effective date hereof and shall continue in perpetuity.

5. Intellectual Property

5.1 Client acknowledges and agrees that title to and ownership of the Licensed Software Intellectual Property is, and will remain, vested in MH&Co. at all times and for all purposes.

5.2 The Licensed Software Intellectual Property includes the Licensed Software, Documentation, the Portal, all materials provided by or on behalf of MH&Co. to Client, and all related intellectual property rights, including, but not limited to, all trademark, copyright, trade secret, and patent rights.

5.3 Client will not knowingly take any action inconsistent with MH&Co.'s rights in and to the Licensed Software Intellectual Property.

5.4 Except as provided or allowed by law, Client shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of MH&Co.

5.5 At MH&Co.'s reasonable request, Client will assist MH&Co. in maintaining the integrity of its rights in and to the Intellectual Property, at MH&Co.'s sole cost and expense. Client will use commercially reasonable efforts to immediately notify MH&Co. if Client becomes aware of any threatened or actual conflict with, or challenge against, any of MH&Co.'s rights in and to the Licensed Software Intellectual Property.

5.6 Client is responsible for obtaining all licenses required for the inclusion of any copyrighted text in works provided by MH&Co. at Client's request. Client shall indemnify and hold harmless MH&Co. from any claim and lawsuit, including, without limitation, attorney fees, asserting that MH&Co.'s inclusion of such text infringes a third party's copyright in that text.

6. Confidentiality

- 6.1 Both parties acknowledge that information learned by either party in the course of performing or preparing to perform its obligations or exercising its rights under this Agreement shall be treated as confidential information, whether such information is oral or written, such information comprising (a) information that is proprietary to the party who disclosed it (the “Disclosing Party”), including, without limitation, the Disclosing Party's intellectual property; and (b) information that either is designated as confidential information by the Disclosing Party or, under the circumstances of the disclosure, should to be treated as confidential, and is not generally known other than by the Disclosing Party and parties subject to obligations of confidentiality, whether or not such information is owned by the Disclosing Party.

The terms and conditions of this Agreement are Confidential Information of both parties. Client acknowledges that the Licensed Software, its capabilities, technical descriptions, fee structure, and any code relating to the Licensed Software or any other aspect of the Software, including, without limitation, the source code, are the Confidential Information of MH&Co.

Confidential Information will not include information that:

- i Was known by the Receiving Party at the time of receipt from the Disclosing Party and is not subject to any other non-disclosure agreement between the parties;
- ii Is, or hereafter becomes, generally known to the public through no fault of the Receiving Party;
- iii Was independently developed by the Receiving Party without reference to Confidential Information; or
- iv Was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information.

- 6.2 Except as otherwise provided in this Agreement, each party will:

- i Retain in confidence all Confidential Information of the Disclosing Party, using at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection;
- ii Use and disclose such Confidential Information only in the course of performing its obligations or exercising its rights pursuant to this Agreement;

- iii Disclose such Confidential Information within its organization only to those of its employees or subcontractors who need to know it to perform the obligations or exercise the rights of the Receiving Party; and
- iv Promptly following the request of the Disclosing Party or upon Termination of this Agreement, return to the Disclosing Party all of the Confidential Information such party delivered or disclosed, together with all copies thereof made by the Receiving Party, except as such materials have either been destroyed or retained solely for archival purposes.

It will not be a violation by either party of this Subsection 7.2 to disclose any information required to be disclosed by law or legal process. However, the Receiving Party will (a) promptly notify the Disclosing Party of the disclosure request, and (b) at the Disclosing Party's request and expense, provide reasonable assistance in any effort by the Disclosing Party to prevent or limit such disclosure.

6.3 Each party recognizes and acknowledges that any use or disclosure of the Confidential Information of the other party in a manner inconsistent with the provisions of this Agreement may cause the other party irreparable damage for which remedies at law may be inadequate, and each party agrees that in any request to a court of competent jurisdiction by the Disclosing Party for injunctive or other equitable relief seeking to restrain such use or disclosure, the Receiving Party will not maintain that such remedy is not appropriate under the circumstances.

6.4 All data provided by Client to MH&Co. shall remain the property of Client. The foregoing notwithstanding, MH&Co. shall have a perpetual, fully paid-up license to use and disclose, in furtherance of MH&Co.'s business, any data that:

- i Either does not include personally identifiable Customer information or has been de-identified; and
- ii Has not been identified by Client in writing as confidential information. In addition, the business records of MH&Co. and all other records, electronic or otherwise, created or maintained by MH&Co. in performance of this Agreement, will be and will remain MH&Co.'s property, even though said records may reflect or contain personally identifiable customer information or confidential information of Client or other information concerning or provided by Client. All de-identified information created by MH&Co., in compliance with this Agreement, will belong exclusively to MH&Co.

7. Express Warranty & Limitations

7.1 MH&Co. warrants that it owns or has the right to license the Software products furnished to Client under this Agreement.

7.2 MH&Co. warrants that for a period of ninety (90) days after Delivery:

- i The Software will perform materially in accordance with the User Manual(s) provided for the Licensed Software, except those portions of the User Manual describing functions which Client has not purchased; and
- ii MH&Co. will perform in accordance with Section 10, Support Service, of this Agreement.

7.3 MH&Co. may terminate the warranty in Subsection 8.2 in the event Client modifies the Software code or is using Software other than MH&Co.'s standard release without MH&Co.'s written permission.

8. Software Acceptance

8.1 For a period of forty-five (45) days, commencing upon completion of initial training on each individual Software system (GSS Construction Project Manager), Client may receive a refund for any individual Software system containing a Material Defect that Client has notified MH&Co. of in writing, and MH&Co. has failed to correct within ninety (90) days of such notice.

8.2 Said refund shall be for the defective individual Software system only, and expressly excludes payments made or due under this Agreement for other Software systems, services, or Reasonable Expenses.

8.3 In the event Client receives a refund under Subsection 9.1 of this Agreement, Client agrees to cease using the individual Software system for which a refund has been received, to allow MH&Co. to access Client's site to modify the individual Software system to prevent it from being used, and to return to MH&Co. all Documentation for said individual Software system.

9. Support Service

9.1 During the warranty period, as defined in Subsection 8.2, and while Client is receiving Maintenance Support, if an error is detected which prevents the Software from being used for its intended purpose, Client shall promptly notify MH&Co. in writing. Errors must be reported to MH&Co. in sufficient detail to enable MH&Co. to reproduce the error. MH&Co. shall respond on a priority basis and attempt to confirm the existence of an error. Upon verification of the error, MH&Co. shall remedy the error in one of the following ways:

- i Modify the Software to perform in accordance with the Documentation;
- ii Provide a workaround;
- iii Inform the Client that the problem will be corrected on a future release of the Software; or

iv Amend the Documentation.

- 9.2 If MH&Co. is unable to verify the existence of an error, MH&Co. shall notify Client that MH&Co. has been unable to reproduce the reported error.
- 9.3 If MH&Co. determines that no error exists in the Software during an investigation of an alleged error, Client will pay MH&Co. for its time expended in investigating the alleged error in accordance with its prevailing per diem rates plus Reasonable Expenses.
- 9.4 During the warranty period and while the Client receives Maintenance Support under Section 11 of this Agreement, MH&Co. agrees to provide Client with all standard enhancements and changes to the Licensed Software, provided Client has paid MH&Co. all amounts due under this Agreement, and that this Agreement remains in effect.
- 9.5 As a condition for obtaining support, Client must grant MH&Co. access to software on Client servers via a mutually agreed upon communication medium. MH&Co. will notify Client of need for such access prior to each occurrence.
10. Maintenance Support

Upon the Maintenance Start Date, as shown in Exhibit A, MH&Co. agrees to provide Support Service for the Software as provided for under Subsections 10.1, 10.2, and 10.4 of this Agreement; and will abide by the terms set forth in Exhibit B, Service Level Agreement.

- 10.1 Maintenance Support shall be provided for a period of twelve (12) months. Maintenance Support shall be automatically renewed for an additional twelve (12) month increment unless Client terminates Maintenance Support by giving MH&Co. written notice of such Termination no less than thirty (30) days prior to the beginning of the second or subsequent maintenance period; or MH&Co. terminates Maintenance Support by providing Client written notice at least thirty (30) days prior to the beginning of any maintenance support period.
- 10.2 For the first year of Maintenance Support, commencing on the Maintenance Start Date as shown in Exhibit A, the fee for Maintenance Support shall be as listed in Exhibit A. For subsequent years, MH&Co. may adjust the fee for Maintenance Support by giving Client written notice of such adjustment no less than thirty (30) days prior to the date upon which the adjustment is to take effect.
- 10.3 In the event Client has terminated Maintenance Support, or MH&Co. terminates Client's Maintenance Support under Subsection 3.6 or 15.2 of this Agreement, and Client desires to reinstate Maintenance Support, MH&Co. may, at its option and upon

receipt of payment from Client of a maintenance reinstatement fee, reinstate Maintenance Support for Client.

- 10.4 Client shall install all Updates received under Maintenance Support within sixty (60) days of receipt from MH&Co. Any assistance provided by MH&Co. due to Client's failure to install said Updates shall be chargeable to Client at MH&Co.'s then current per diem rates, plus Reasonable Expenses.
- 10.5 During the period Client receives Maintenance Support under Paragraph 11 of this Agreement, MH&Co. agrees to provide Client with all standard enhancements and changes to the Licensed Software and Documentation, provided Client has paid MH&Co. all amounts due under this Agreement, and the Agreement remains in effect. Regulatory updates will be provided at an additional prorated cost.
- 10.6 Client is responsible for maintaining regular backups of the Software and data that resides on their servers; and for proper maintenance of hardware, operating system, and database software. MH&Co. is not responsible for problems which may occur and the resultant loss of data due to external factors related to the system.
11. Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, MH&CO. DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, AND WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE OF THE LICENSED SOFTWARE IN CLIENT'S COMPUTING ENVIRONMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnification

- 12.1 MH&Co. shall indemnify, defend, and hold Client harmless from and against any Infringement Claim and pay all damage or loss and amounts that a court finally awards or that MH&Co. agrees to, in settlement of such claim. Client shall:
- i Immediately notify MH&Co. in writing of any Infringement Claim;
 - ii Allow MH&Co. to control, and fully cooperate with MH&Co. in, the defense of such claim and all related negotiations. MH&Co. shall not be required to indemnify Client for any settlement that Client enters into without MH&Co.'s prior written consent. If the operation or Use of subject Software becomes, or in MH&Co.'s opinion is likely to become, the subject of any claim of infringement of any third party's intellectual property rights, then MH&Co. may, at MH&Co.'s sole discretion and expense, either (a) procure the right for Client to continue to use the subject Software or (b) replace or modify the subject Software so that it becomes non-infringing while retaining substantially comparable functionality. If the foregoing is not possible on

terms that are commercially reasonable in MH&Co.'s judgment, then MH&Co. may terminate this Agreement upon written notice to Client. MH&Co. shall have no obligation to defend, indemnify, or hold Client harmless against an Infringement Claim to the extent that such claim is based on Client's access or Use of subject Software in violation of the terms of this Agreement. This Subsection 13.1 states MH&Co.'s entire obligation to Client regarding Infringement Claims.

12.2 Client agrees to indemnify, hold harmless, and defend MH&Co. and its officers, directors, employees, agents, affiliates, subsidiaries, successors, users, and assigns from and against any and all damages or losses incurred in connection with any claim or cause of action by any person or entity who is not a party to this Agreement based upon, arising from, or related to:

- i The improper Use of or access to the subject Software;
- ii The inaccuracy, incompleteness, or inadequacy of any data or any information provided to MH&Co. by Client;
- iii The failure of MH&Co. to comply with any applicable law or regulation where such compliance is rendered impossible or commercially unreasonable by the acts or omissions of Client;
- iv The ineligibility of any Customer, or any other person, for any license, permit, or other product, or service offered by Client; or
- v Any allegation that the Client Elements provided by Client to MH&Co. hereunder infringe any patent, copyright, trademark, trade secret, or other intellectual property right of a third party.

13. Limitation of Liability

In no event shall MH&Co. be liable for any special, incidental, punitive, indirect, exemplary, or consequential damage of any kind which may arise in connection with the use of or inability to use the Licensed Product and whether such damage is based on a theory of breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Damages hereunder excluded include, but are not limited to, loss of profits, loss of savings or revenue, loss of Use of the Licensed Product, cost of capital, cost of any substitute Software, facilities or services, downtime, the claims of third parties including Clients, and injury to property.

14. Termination

14.1 Either party shall have the right to terminate this Agreement if the other party materially breaches this Agreement. The non-breaching party shall send a notice to the breaching party specifying each breach with reasonable specificity, and within thirty (30) days following such notice, the breaching party must either:

- i Have cured each such breach; or
- ii With respect to a breach which may not be reasonably cured within such thirty (30) day period, have agreed with the non-breaching party upon a plan to cure the breach. If the breaching party fails to accomplish the foregoing within such thirty (30) day period, this Agreement may be terminated by the non-breaching party by written notice, effective as of the date specified in such notice. Further, if the breaching party fails to timely provide the cure in accordance with the plan, it shall be deemed a material breach of this Agreement, and the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party, effective as of the date specified in such notice. Termination of this Agreement by the non-breaching party shall not relieve the breaching party from liability for any breach of, or other obligations arising under, this Agreement occurring before such termination.

14.2 MH&Co. may terminate this Agreement and any license granted to Client hereunder if:

- i Client fails to pay MH&Co. any License Fees or other charges (including, but not limited to, charges for training, consulting, and custom work and any related expenses) when due; or
- ii Client becomes insolvent or seeks protection, voluntarily or involuntarily, under any insolvency law or law of bankruptcy.

14.3 Promptly upon termination or cancellation of this Agreement for any reason, Client agrees to erase all tapes, disks and other media containing the Licensed Software, including all copies thereof, and to destroy by shredding all copies of the Licensed Documentation. Following erasure and destruction of the Licensed Product as aforesaid, Client shall provide to MH&Co., within thirty (30) days following termination or cancellation, Client's written certification that the aforesaid erasure and destruction have been completed.

14.4 In the event of termination of this Agreement or of any license granted to Client hereunder, MH&Co. may:

- i Declare all amounts owed hereunder to MH&Co. to be immediately due and payable;
- ii Require Client to comply with the provisions of Subsection 15.3 of this Agreement regarding erasure and destruction of the Licensed Product in case of termination or cancellation; and
- iii Cease performance of all of MH&Co.'s obligations hereunder without liability to Client.

14.5 MH&Co.'s foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to MH&Co. in law and in equity.

15. Escrow

If the Client so elects, and upon payment of an Escrow fee, listed in Exhibit A, to MH&Co.; source code for the Software shall be maintained in Escrow by MH&Co. and be kept current.

15.1 The Escrow agent shall be directed by MH&Co. to deliver to Client, at no charge to Client, the source code applicable to this Agreement in the event:

- i MH&Co. enters into any voluntary or involuntary receivership arrangement and, as a result, MH&Co., its successors or assigns is unable to perform its obligations under this Agreement; or
- ii MH&Co. has ceased its on-going business operations and, as a result, MH&Co., its successors or assigns is unable to perform its obligations under this Agreement.

15.2 MH&Co. shall retain full title to the Licensed Product. The source code released to Client pursuant to this Agreement shall be subject to Subsection 7.1 of this Agreement.

16. Notices to Clients

The parties to this Agreement acknowledge and agree that Client is solely responsible for complying with all federal, state, and local notification requirements that may apply to Client. MH&Co. shall not be responsible for reviewing any notifications or for advising Client of the completeness, adequacy, timing, or accuracy of any such notifications.

17. Complete Agreement

Client agrees that this Agreement, including any Exhibits, is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior understandings or agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of this Agreement.

18. Force Majeure

In the event either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, including, without limitation, failures of computer-related equipment, hardware or software, the affected party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence.

19. Limitations on Assignability

Client may not assign this Agreement without the prior written consent of MH&Co., such consent not to be unreasonably withheld.

20. Severability

Each Section of this Agreement is severable from the entire Agreement and if one provision is declared invalid by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force and effect.

21. Governing Law and Consent to Mandatory Arbitration

Except as otherwise provided herein, the validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, United States of America.

The parties agree to try to resolve any dispute relating to this Agreement by negotiation between senior executives of the parties. If the dispute is not resolved within forty-five (45) days after written notice by either party to the other party of the existence of such a dispute, then such dispute shall be resolved by binding arbitration administered in accordance with the Commercial Rules of the American Arbitration Association a Board of **three (3) arbitrators, one picked by each party and the third picked by the two (2) selected arbitrators** having experience in commercial license agreements for intellectual property, and conducted in St. Louis, Missouri, using English as the official language of the arbitration. The Board shall not be empowered to grant exemplary, punitive, or consequential damages or damages in excess of those damages permitted under the express terms of this Agreement; however, the Board may grant equitable relief as provided herein. The party prevailing on substantially all of its claims, as determined by the Board, shall be entitled to recover its costs, including attorney fees, for the arbitration proceedings, as well as any ancillary proceeding, including a proceeding to compel or enjoin arbitration, to request interim equitable measures, or to confirm or set aside an award.

Claims, causes of action or other disputes brought by MH&Co. against the Client arising out of or related to this Agreement related to the Client's breach of any material provision of Section 5, Intellectual Property or Section 7, Confidentiality are not subject to mandatory arbitration under this paragraph. In the event of such material breach by Client of one of these provisions, MH&Co. will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney's fees and costs.

22. Jurisdiction and Venue

Venue of any action brought by either party pursuant to this Agreement or by reason of any breach hereunder shall be in the United States District Court for the Eastern District of Missouri, Eastern Division, or the Circuit Court of St. Louis County, Missouri. Client

waives any objection to the jurisdiction or venue of said courts and to any service of process issued under their authority. Client agrees that it may be served by any method of process described in and authorized by the Federal Rules of Procedure, or the Missouri Rules of Civil Procedure, as the case may be.

23. Entire Agreement; Amendments; Waiver

This Agreement, including, without limitation, any Exhibits, contains the entire understanding of the parties with regard to the subject matter contained herein. The parties may amend, modify, and supplement this Agreement only by mutual written agreement. The failure of either party to enforce, at any time, any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach, nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right.

24. Acceptance

This Agreement shall be null and void and of no effect unless Client signs it and delivers it to MH&Co. at its home office. Subsequent execution by MH&Co. at its home office shall constitute acceptance thereof.

25. Notices

Any notice which either party shall be required by this Agreement to give to the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

Client: Borough of East Newark
34 Sherman Avenue
East Newark, New Jersey 07029-2718

MH&Co.: Mitchell Humphrey & Co.
1285 Fern Ridge Parkway, Suite 140
St. Louis, Missouri 63141-4409

26. Optional Contract Usage

In addition to the eligible users referenced above with the consent of the successful respondent(s), purchases may be made under the terms and conditions of this Negotiation by any government entities. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

27. Client's Acknowledgment

Client has read this Software Products License and Maintenance Support Agreement, understands it, intends to be bound by its terms and acknowledges that MH&CO.'S WARRANTIES SET FORTH IN SECTION 8 HEREOF ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

AS NOTED ABOVE IN SECTION 22, GOVERNING LAW AND CONSENT TO MANDATORY ARBITRATION, THIS LICENSE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto by due corporate and other lawful proceedings, and individually, where applicable, have hereto caused this Agreement to be executed on the dates hereinafter indicated. Having authority to enter into this binding Agreement on behalf of:

Borough of East Newark

Mitchell Humphrey & Co.

By: _____

By: _____

Typed Name: _____

Typed Name: Kim A. Schaefer, CPA

Title: _____

Title: President and Chief Operating Officer

Date: _____

Date: _____

EXHIBIT A
MH&Co. Licensed Software

See Investment Summary

Mitchell Humphrey & Co.
Government Software Solutions Investment Summary
Borough of East Newark, New Jersey
November 11, 2019

Government Software Solutions Investment Summary Notes

The following price quote for **Construction Project Manager** is based on information provided by the Borough of East Newark. It includes the license fees, installation, data conversion, and maintenance.

Generally, our consulting bench is booked 90 – 120 days in advance. The Borough of East Newark will be added to the schedule after the signed agreement has been received.

PermitsNJ data and the Property Database conversion is quoted. If no PermitsNJ data is converted, the property database conversion will be \$500.00.

Note: It is possible there may be anomalies in the data which cannot be reconciled. We will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, we either will not bring that data in or the inconsistencies will be converted as is. We will report any data anomalies that we find during the conversion process.

Installation support services are available at the prevailing standard daily rate at the time these services are provided.

The extent to which installation support services are required varies from organization to organization and is dependent on such factors as: Client staff resources, time deadlines, extent of customization, etc.

Additional services, such as turnkey implementation, custom policy and procedures manual preparation, applications/operations audit, etc., are also available at our prevailing standard daily rate.

Additional training available at a cost of \$1,200.00 per day.

Quote valid 60 days from date shown above.

This Investment Summary has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Mitchell Humphrey & Co. (“Trade Secret”). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one’s business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm Mitchell Humphrey & Co. if any of our Trade Secrets were known to our competitors, it is Mitchell Humphrey & Co.’s policy that the Investment Summary not be disclosed to any party outside of the party addressed as the recipient of this proposal. As such, the Investment Summary shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, in the event a contract is awarded to Mitchell Humphrey & Co. as a result of, or in connection with, the submission of this Proposal, the Borough of East Newark shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

Warranty:

Warranty Start Date: Delivery of System Materials

Warranty End Date: Ninety (90) Days after Delivery of System Materials

Maintenance Service:

Maintenance Start Date: Upon Delivery of System Materials

Type of License:

Central Site

Mitchell Humphrey & Co.
Government Software Solutions Investment Summary
Borough of East Newark, New Jersey
November 11, 2019

Government Software Solutions Investment Summary

Recommended Software:	\$ 2,500.00
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Construction Project Manager (1-5 Named Users)
Building Permits, Inspections, Violations, etc.

Schedule of Services:	\$ 2,500.00
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Installation, PermitsNJ Data Conversion, and Property Database Conversion

Annual Maintenance Fee:	\$ 625.00
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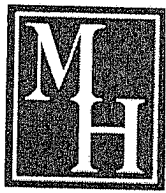


EXHIBIT B SERVICE LEVEL AGREEMENT

This Exhibit is attached to, and made a part of, the Software Products License and Maintenance Support Agreement (“Agreement”) between Mitchell Humphrey & Co. (“MH&Co.”) and the Borough of East Newark, New Jersey (“Client”).

Any term used herein, which is not otherwise defined, shall be defined as set forth in the Agreement. To the extent that any terms in this Exhibit are inconsistent with terms in the Agreement, the terms of this Exhibit shall govern with respect to Services to be provided hereunder.

1. Definitions

When used herein with initial capitalizations, whether in singular or in the plural, the following terms shall have the following meanings:

- 1.1 “Target Time Frame” shall mean the targeted elapsed time for responding to a support case initiated by Client. Target Time Frame is a goal that is established based on the Priority Level of the issue.
- 1.2 “Priority Level” describes the level of severity of the issue as further defined in Subsection 2.2.
- 1.3 “Normal Business Hours” shall mean the hours of business during which Response Center support is provided.

2. Service Level Commitments

- 2.1 MH&Co. shall provide Client with support based on the Service Levels described in the Service Level Table. MH&Co. shall:
 - i Log each issue reported to it by Client.
 - ii Determine the scope and priority of the issue.
 - iii Use its best efforts to correct such issue within the Target Time Frame specified in Subsection 2.2 for issues with that priority level; and
 - iv In the event MH&Co. is unable to remedy a reported issue within the applicable Target Time Frame, MH&Co. shall continue its corrective efforts and shall advise Client of the status of such efforts and the expected time for the completion of such correction. Such communication shall occur at least every twenty-four (24) hours or more frequently at Client’s reasonable request.
- 2.2 The Service Level Table is a guideline to classifying the severity level of operational incidents and problems. It is a severity level hierarchy to be used for prioritizing

MH&Co. Client support activities with regard to Client issues. Incidents or issues that arise relating to production components supported by MH&Co. shall be categorized based upon the table. In response to an instance/issue which occurs during Normal Business Hours, as stated in Subsection 3.4, due to a failure of the Software or the Service environment for the *FastTrackGov* Software supported by MH&Co., a qualified MH&Co. Response Center Analyst will respond within the Target Time Frame specified, as follows:

<i>Priority Classification</i>	<i>Criteria</i>	<i>MH&Co.'s Response</i>
High Priority Level PL1	The Software is down and not available for use by Client and/or its Customers.	Within two (2) business hours, MH&Co. shall respond to acknowledge that it is aware of a PL1 issue and shall begin working on the resolution of the issue. MH&Co. shall use its best efforts to correct each such PL1 issue or resolve it with a workaround reasonably acceptable to Client within the Target Time Frame of four (4) business hours.
Medium Priority Level PL2	Major function of the Software is not available and there is no workaround that is acceptable to Client on a temporary basis.	Within four (4) business hours, MH&Co. shall respond to acknowledge that it is aware of a PL2 issue and shall begin working on the resolution of the issue. MH&Co. shall use its best efforts to resolve PL2 issues within the Target Time Frame of two (2) business days.
Low Priority Level PL3	Minor function of the Software is not available or an important function is not available, but there is a workaround that is acceptable to Client on a temporary basis.	Within one (1) business day, MH&Co. shall respond to acknowledge that it is aware of a PL3 issue and shall begin working on the resolution of the issue. MH&Co. shall use its best efforts to resolve PL3 issues within the Target Time Frame of five (5) business days.
Cosmetic Priority Level PL4	Problems of a cosmetic nature that have an insignificant effect on the ability of Client or its Customers to use the Software.	The next scheduled release of the Software, according to MH&Co.'s release schedule, will contain a remedy for PL4 issues.

3. Client Support Service

- 3.1 MH&Co. provides single point of contact Client Support to Client to help identify, diagnose, and resolve incidents, issues, and failures, with each of the components of the Software or Service provided by MH&Co., as defined above.
- 3.2 At commencement of the agreement, Client will be assigned a Client Services Specialist who will be the Client's primary MH&Co. Support point of contact during implementation. After implementation, Client will contact the MH&Co. Response Center to report issues and request assistance.
- 3.3 Designated Client personnel may contact the MH&Co. Response Center at any time, either during Normal Business Hours, as stated in Subsection 3.4, or after hours, when contracted. Contact may be in the form of telephone, fax, or email. Contact outside of Response Center business hours will be handled according to the Service Level Commitments, defined in Section 2, at the start of the first business day following the incident report.
- 3.4 Response Center support is provided from 7:30 a.m. until 6:30 p.m. Central Time, Monday through Friday, excluding holidays. Support is available 24 hours a day, seven days a week, on a contracted basis for an additional fee.

Borough of East Newark, New Jersey

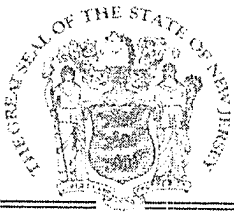
Mitchell Humphrey & Co.

Initials: _____

Initials: _____

Date: _____

Date: _____



Borough of East Newark

34 Sherman Avenue
East Newark, New Jersey 07029
Phone: (973) 481-2902 ext. 221
Fax: (973) 481-0627
www.boroughofeastnewark.com

Joseph R. Smith
Mayor

Robert B. Knapp
Borough Clerk

Brigite I. Goncalves
Administrative Assistant

Memo

To: Honorable Mayor Joseph R. Smith
From: Brigitte I. Goncalves, Administrative Assistant
CC: East Newark Borough Council
Date: November 4, 2019
Re: East Newark Borough Clerk's Office Monthly Report – October 2019

In the month of October 2019 please note that the Office of the Borough Clerk collected a total of \$94,557.06 in cash for various items. Attached please find a copy of the Trial Balance Report. All monies have been deposited to the appropriate Borough account.

Senior Citizens have been mailed a monthly newsletter. The Senior Flu Shots were administered on October 10, 2019. Additionally, a nutrition workshop offered by the office on aging was held on October 24, 2019.

The Best Practices Inventory have been submitted.

The Personnel Handbook has been updated in accordance with the Best Practices Inventory and will be submitted before the Governing Body for their consideration.

The Annual Breast Cancer outreach was held on October 28, 2019 with the assistance of the members of the Brave Women Cancer Support Group and the Metropolitan Family Health Network.

All up to date information has been transmitted to the Hudson County Office on Aging through the online portal (SAMS) as required.

Monthly and quarterly reports have been filed for Senior Services through the Office on Aging, Community Development Block Grant and Peer Leadership initiatives.

All reporting required for the Peer Grouping Grant for Senior Citizens and Disabled Residents has been filed.

Board of Health call(s) received by this office were transmitted to the Kearny Board of Health.

All mailings of vital statistics records have been made as required by the New Jersey State Department of Health and Senior Services.

The Affirmative Action binder has been reviewed and requests for Certificates of Employee Information Report Cards have been made to vendors who have exceeded payments in the amount of \$17,500.00 as per the State of New Jersey, Department of Treasury regulations.

Open Public Records Act (OPRA) requests received by this office have been provided with a timely response.

Kindly further note that resolutions and ordinances passed at the Regular Meeting of October 9, 2019 have been advertised as required and transmitted to the respective parties and have been added to the resolutions and ordinance binders for the current calendar year.

The Minute Book has been updated through September 2019.

Our website has been updated to include all recent minutes, meeting agendas, calendars, contacts and public notices. Our website is updated on a monthly basis and as needed.

Attached you will find an updated vacation list of all full time employees with the Borough. The attached includes vacation dates used as well as requested by the municipal employees.

2019

Employee Vacation Sick Time

	2019 Vacation Days		Carried Vacation Days		Used Vacation Days		Vacation Days Balance		2019 Sick Days		Carried Sick Days		Used Sick Days		Sick Days Balance		Personal Days		
	Vacation Days	Vacation Days	Vacation Days	Vacation Days	Vacation Days	Vacation Days	Balance	Balance	Sick Days	Sick Days	Sick Days	Sick Days	Sick Days	Sick Days	Sick Days	Sick Days	Balance	Balance	Days
Goncalves, B	15	2	2	15	15	2	2	12	142.5	2	152.5	152.5	2	152.5	152.5	152.5	152.5	-	-
Farinhas, D	15	0	0	15	15	0	0	12	62	1	73	73	1	73	73	73	73	-	-
Evaristo, J	15	4	4	16	16	3	3	12	70	2	80	80	2	80	80	80	80	-	-
Aparicio, B	15	10	10	17	17	8	8	10	44	3	51	51	3	51	51	51	51	0	0
Erezuma, B	21	2	2	23	23	0	0	15	140	0	155	155	0	155	155	155	155	0	0
Fiori, J	21	0	0	21	21	0	0	15	137	0	152	152	0	152	152	152	152	1	1
Monteiro, A	30	3	3	25	25	8	8	15	231	0	246	246	0	246	246	246	246	1	1
O'Donnell, M	23	0	0	17	17	6	6	15	187	0	202	202	0	202	202	202	202	1	1
Tomasko, R	21	3	3	14	14	10	10	15	22.75	0	37.75	37.75	0	37.75	37.75	37.75	37.75	1	1
DeFreitas, Y	10	0	0	10	10	0	0	10	17	0	27	27	0	27	27	27	27	0	0
Burgio, M	10	0	0	0	0	10	10	10	0	0	10	10	0	10	10	10	10	1	1

Total Debits:94,557.06
 Total Credit:94,557.06
 Total Net Debit:94,557.06
 Total Net Credit:94,557.06

BOROUGH OF EAST NEWARK
 Trial Balance
 Sorted By
 Select By 5 Sub-Account Level
 TRIAL BALANCE OCTOBER 2019

Acct #	Name	Debits	Credit	Net Debit	Net Credit
01--		0.00	0.00	0.00	0.00
01-0220	PRIOR YEAR TAXES	0.00	0.00	0.00	0.00
01-0330	PREMIUM ON TAX SALE	0.00	0.00	0.00	0.00
01-1010	CASH	94,557.06	0.00	94,557.06	0.00
01-1011	CASH	0.00	0.00	0.00	0.00
01-1013	CASH	0.00	0.00	0.00	0.00
01-1014	CASH	0.00	0.00	0.00	0.00
01-1019	CASH	0.00	0.00	0.00	0.00
01-1032	CASH	0.00	0.00	0.00	0.00
01-1060	CURRENT YEAR TAXES	0.00	0.00	0.00	0.00
01-1070	3RD PARTY TTL	0.00	0.00	0.00	0.00
01-1160	Prepaid School Levy	0.00	0.00	0.00	0.00
01-1170	Revenue Accounts Recei	0.00	0.00	0.00	0.00
01-1180	Foreclosed Property	0.00	0.00	0.00	0.00
01-1190	Sewer System Receivabl	0.00	0.00	0.00	0.00
01-1610	Due to General Trust F	0.00	0.00	0.00	0.00
01-1620	Due to General Capital	0.00	0.00	0.00	0.00
01-1630	Due to General Capital	0.00	0.00	0.00	0.00
01-1640	Due to Federal & State	0.00	0.00	0.00	0.00
01-1650	Due to Water Operating	0.00	0.00	0.00	0.00
01-1670	Due to Animal Control	0.00	0.00	0.00	0.00
01-1710	Due From Animal Contro	0.00	0.00	0.00	0.00
01-1720	Due From Water Account	0.00	0.00	0.00	0.00
01-1920	ANTICIPATED REVENUES	0.00	86,588.27	0.00	86,588.27
01-1940	MISC REVENUES NOT ANTI	0.00	390.00	0.00	390.00
01-2003	PREPAID TAXES	0.00	0.00	0.00	0.00
01-2010	BUDGET	0.00	7,578.79	0.00	7,578.79
01-2030	APPROPRIATION RESERVES	0.00	0.00	0.00	0.00
01-2031	Appropriation Reserves	0.00	0.00	0.00	0.00
01-2040	Accounts Payable	0.00	0.00	0.00	0.00
01-2050	COUNTY TAXES	0.00	0.00	0.00	0.00

Total Debits:94,557.06
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 Total Net Credit:94,557.06

BOROUGH OF EAST NEWARK
 Trial Balance
 Sorted By
 Select By 5 Sub-Account Level
 TRIAL BALANCE OCTOBER 2019

Acct #	Name	Debits	Credit	Net Debit	Net Credit
01-2090	Reserve for Tax Appeal	0.00	0.00	0.00	0.00
01-2100	ANTICIPATED REVENUES	0.00	0.00	0.00	0.00
01-2110	Due to State of NJ	0.00	0.00	0.00	0.00
01-2120	PREPAID TAXES	0.00	0.00	0.00	0.00
01-2500	G/L Tax O/P & Leins	0.00	0.00	0.00	0.00
01-2605	DUE TO WATER FUND	0.00	0.00	0.00	0.00
01-2705	DUE TO PAYROLL ACCOUNT	0.00	0.00	0.00	0.00
01-2800	Due to State of NJ	0.00	0.00	0.00	0.00
01-2805	PREVIOUS YEAR REVENUE	0.00	0.00	0.00	0.00
01-2810	Due to State of NJ	0.00	0.00	0.00	0.00
01-2990	Reserve for Receivable	0.00	0.00	0.00	0.00
01-4000	GRANT	0.00	0.00	0.00	0.00
01-6000	Local School Tax	0.00	0.00	0.00	0.00
01-6501	THIRD PARTY INSPECTION	0.00	0.00	0.00	0.00
01-7000	Unemployment Trust	0.00	0.00	0.00	0.00
01-7100	FIRE ENGINE INSURANCE	0.00	0.00	0.00	0.00
01-8700	TRUST	0.00	0.00	0.00	0.00
01-9000	MISC	0.00	0.00	0.00	0.00
01-9005	DUE FROM CAPITAL	0.00	0.00	0.00	0.00
01-zzzz	2018Archive	0.00	0.00	0.00	0.00
02-zzzz	2010Archive	0.00	0.00	0.00	0.00
04-5000	CAPITAL	0.00	0.00	0.00	0.00
05-3000	WATER	0.00	0.00	0.00	0.00
05-3001	WATER	0.00	0.00	0.00	0.00
05-3100	APPROPRIATION RESERVES	0.00	0.00	0.00	0.00
05-3500	WATER	0.00	0.00	0.00	0.00
05-4000	WATER	0.00	0.00	0.00	0.00
05-zzzz	2018Archive	0.00	0.00	0.00	0.00
13-1010	ANIMAL CONTROL	0.00	0.00	0.00	0.00
13-1401	ANIMAL CONTROL	0.00	0.00	0.00	0.00
13-1501	ANIMAL CONTROL	0.00	0.00	0.00	0.00

Trial Balance

Sorted By

Select By 5 Sub-Account Level

TRIAL BALANCE OCTOBER 2019

Acct #	Name	Debits	Credit	Net Debit	Net Credit
13-1601	ANIMAL CONTROL	0.00	0.00	0.00	0.00
13-1701	ANIMAL CONTROL	0.00	0.00	0.00	0.00
13-2000	ANTICIPATED REVENUES	0.00	0.00	0.00	0.00
13-2200	ANIMAL CONTROL	0.00	0.00	0.00	0.00
14-1600	GENERAL	0.00	0.00	0.00	0.00
14-1601	GENERAL	0.00	0.00	0.00	0.00
14-1602	TRUST	0.00	0.00	0.00	0.00
14-1603	GENERAL	0.00	0.00	0.00	0.00
14-1604	GENERAL	0.00	0.00	0.00	0.00
14-1605	GENERAL	0.00	0.00	0.00	0.00
14-1701	GENERAL	0.00	0.00	0.00	0.00
14-2110	GENERAL	0.00	0.00	0.00	0.00
14-2200	GENERAL	0.00	0.00	0.00	0.00
14-8600	FOAA	0.00	0.00	0.00	0.00
15-8300	GENERAL	0.00	0.00	0.00	0.00
16-1010	GENERAL	0.00	0.00	0.00	0.00
16-1800	FIRE PREVENTION	0.00	0.00	0.00	0.00

End of report.

Total Debits:94,557.06

Total Credit:94,557.06

Total Net Debit:94,557.06

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Total Net Credit:94,557.06



Borough of East Newark

34 Sherman Avenue
East Newark, New Jersey 07029
Phone: (973) 481-2902 ext. 237
Fax: (973) 481-0627
www.boroughofeastnewark.com

Joseph R. Smith
Mayor

Brigite I. Goncalves
Treasurer/Chief Finance Officer

Memo

To: Honorable Mayor Joseph R. Smith
From: Brigitte I. Goncalves, Treasurer
CC: East Newark Borough Council
Date: November 4, 2019
Re: East Newark Borough Department of Treasury Monthly Report – October 2019

Following please find a list of items addressed for the month of October 2019 for the East Newark Finance Department.

- All State of New Jersey Pension Reports have been submitted by the monthly and quarterly deadline.
- The Best Practices Inventory has been submitted as required.
- All individuals/corporations with fees deposited in the Borough's Developers Escrow Account have been notified in writing of the balance of their account(s). Any account with a balance of \$1000 or less is notified on a quarterly basis and any account in excess of \$1000 is notified on a monthly basis.
- The CDBG reporting have been maintained by the monthly and quarterly basis.
- The Peer Grouping funding has been invoiced on a monthly basis. All quarterly reports have been maintained and submitted as well.
- Past due invoices were re-issued to any vendor with an open invoice.
- The East Newark Borough General Account has been updated through September 2019.
- The East Newark Payroll Account has been updated through September 2019.

- The PNC East Newark Water Account used through the East Orange Water Commission Account has been reconciled through June 2019.
- The East Newark Water Department Account and Animal Trust Accounts have been updated through September 2019.
- The East Newark Animal Control Account has been updated through September 2019.



Borough of East Newark

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TO: Honorable Joseph R. Smith, Mayor

TO: Honorable Members of the East Newark Borough Council

FROM: Robert B. Knapp, Welfare Director/Borough Clerk

RE: Monthly Report-East Newark Welfare/Human Services
Department For October, 2019

DATE: November 4, 2019

Honorable Mayor and Borough Council:

Please find the report of work activity for the East Newark Department of Welfare/Human Services for October, 2019:

3 residents-follow up for SNAP-Food Stamp Assistance

1 resident follow up for General Assistance

1 resident follow up for housing assistance

Assisted Borough CFO/Treasurer with delivery of monthly reports to the Hudson County Office on Aging, Hudson County Division of Housing and Community Development and Hudson County Office on Disabilities

Attended, on behalf of the Borough the Comprehensive Emergency Assistance Systems (CEAS) Homeless meeting.

Respectfully submitted,

Robert B. Knapp, Borough Welfare/Human Services Director/Borough Clerk



BOROUGH OF EAST NEWARK

DEPARTMENT OF POLICE

34 Sherman Avenue
East Newark, New Jersey 07029
Phone: (973) 481-2900
Fax: (973) 481-0627

Anthony Monteiro
CHIEF OF POLICE

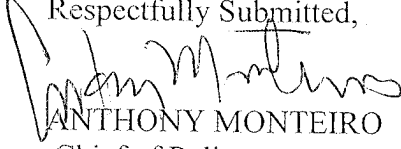
November 1, 2019

Honorable Mayor and Council
Borough of Dear Council Members,

I herewith submit the following report for the month of October 2019.

Hospital Runs, Ambulance	8
Hospital Runs, Patrol Car	0
Escorts	9
Motor Vehicle Summons Issued	378
Motor Vehicle Accidents	10
Adult Arrest	0
Juvenile Arrest	0
Stolen Motor Vehicles	0
Recovered Stolen Vehicles	0
Burglaries	1
Larcenies	2
Robberies	0
Homicides	0
Assaults	0
Burglar Alarms	2
Borough Ordinance's	0
Fee's Ordinance's	\$47.45

Respectfully Submitted,


ANTHONY MONTEIRO
Chief of Police



BOROUGH OF EAST NEWARK
FIRE DEPARTMENT

34 Sherman Avenue
East Newark, New Jersey 07029
Phone: (973) 481-2902 ext. 236
Fax: (973) 481-0627
www.boroughofeastnewark.com

Kenneth Graham
Fire Chief

Rose M. Evaristo
Fire Chair

MEMORANDUM

To: Honorable Mayor Joseph R. Smith
From: Kenneth Graham, Chief – East Newark Fire Department
CC: East Newark Borough Council
Date: November 5, 2019
Re: East Newark Fire Department Monthly Report – October 2019

The following is a list of activities performed by the East Newark Fire Department for the month of October 2019:

- Fire Calls Total 8
 - 7 Alarms East Newark
 - 1 Mutual Aid Harrison
- 2 Meetings
- 2 Drills

