



Regular Meeting of the Mayor and Council of the Borough of Bogota, to be held at the Bogota Council Chambers, 375 Larch Avenue, Bogota, NJ, on Thursday, August 16, 2018 at 7:00pm.

Salute to the Flag

The notice requirements of the Open Public Meetings Law have been satisfied as notice was sent to two newspapers and posted on the Borough Hall bulletin board on July 3, 2018.

Roll Call: Mayor Kelemen, Councilmembers Fede, Gates-Ferris, Macfarlane, Miranda, Murphy, and Napolitano, Borough Attorney, Borough Administrator,

Citizen Remarks: One Five (5) minute time limit per person

Consent Agenda

- 18-115 Approval to Submit Grant Application for DOT Transportation Alternatives Program
- 18-116 Approval to Submit Grant Application for DOT Safe Routes to School Program
- 18-117 Tax Sale Redemption for Block 67, Lot 4
- 18-118 Tax Sale redemption for Block 78, Lot 4
- 18-120 Award Contract for Tree Take-Downs to Hardwood Tree Service Corp.

The following Resolutions will be voted on separately:

PC18-09 Payment of Claims

18-113 BAN

18-114 Award Contract for Sidewalk Repair to Sidewalk Safety

18-119 Authorization to Execute a 2nd Amendment to the Redevelopment Agreement and Financial Agreement for the River Development Project by RCB Urban Renewal

18-121 Adopt Model Indoor Air Quality Program

18-122 Certification of Compliance with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Record in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

Public Hearing and Adoption of 2018 Budget

18-123 Adopt 2018 Municipal Budget

Public Hearing on the Following Ordinance:

#1516 Bond Ordinance for \$500,000 Resurfacing of Leonia Avenue (Phase III and IV)

#1517 Salary Ordinance 2018

#1518 Ordinance to Place a Question on the Ballot as to Whether a Charter Study Commission Shall be Elected to Study the Charter of the Borough

Approval: - Minutes of 7/19/18

- St. Joseph's Church is requesting permission for a carnival with games and 50/50 raffles From September 20, 2018 through September 23, 2018
- Engine Company Three has accepted Jacob Zardoya as a qualified driver
- Francesca Rosario is requesting a block party for September 15, 2018 from 1:00pm to 10:00PM on West End Avenue from Bogert Street to Palisade Avenue

Reports

Mayor, Council Committees: Five (5) minute time limit per Council Member, Administrator, Attorney, CFO, Clerk

Closed Session:

Adjournment

R E S O L U T I O N

COUNCIL	YES	NO	AB-STAIN	AB-SENT
D. FEDE				
K. FERRIS				
D. MCFARLANE				
F. MIRANDA				
M. MURPHY				
T. NAPOLITANO				
MAYOR (Tie Vote Only)				
C. KELEMEN				



DATE August 15, 18

MOTION _____

SECOND _____

Carried Defeated Tabled

*PC18-09
Revised*

WHEREAS, as required by NJSA 40A:4-57 and any other applicable requirements, the Chief Financial Officer of the Borough of Bogota has certified there are sufficient funds available in the appropriations of the municipal budget line items to make payment too claimants per the payment of claims;

BE IT RESOLVED that the Mayor and Council of the Borough of Bogota authorizes payment in the aggregate amounts of:

<u>Fund</u>	<u>Amount</u>
Total fund 01 Current Fund	2,655,960.83
Total fund 04 CAPITAL	42,877.64
Total fund 13 Recreation Trust Fund	6,682.85
Total fund 14 Tust Fund	22,940.53
Total fund 16 Accutrack	3,048.05
Total fund 18 Animal Control Trust Fund	14.40
GRAND TOTAL:	2,731,524.30

Bills List

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PO Number	Po Date	Vendor	Description	Amount	Paid Date
01-1920-08-1212-000		Miscellaneous Revenue	PILOT - 297 Palisades		
3042998	08/09/18	COUNTY OF BERGEN, ADMIN & PILOT FEES TO COUNTY; 2017 & QTRS		3,570.13	08/14/18
Total for		Miscellaneous Revenue PILOT - 297 Palisades		3,570.13	
Department Total: Miscellaneous Revenue PILOT - 297 Palisades				3,570.13	
<hr/>					
01-2010-20-1002-002		Appropriation Control General Administration - O/E	Miscellaneous		
3042939	07/27/18	MAIN LOCK SHOP	INV#0006046	2,109.50	08/14/18
3042942	07/27/18	COSTCO	COFFEE SUPPLIES	56.79	08/14/18
3042972	08/06/18	STAPLES ADVANTAGE	3383586931, 3383638924	346.38	08/14/18
3042874	07/17/18	TREASURER - STATE OF NJ	PUB. ASSIST.OVERPAYMENT;	-5,064.00	08/07/18
3042874	07/17/18	TREASURER - STATE OF NJ	PUB. ASSIST.OVERPAYMENT;	0.00	08/07/18
3042874	07/17/18	TREASURER, STATE OF NEW	PUB. ASSIST.OVERPAYMENT;	5,064.00	08/07/18
Total for		Appropriation Control General Administration -		2,512.67	
Department Total: Appropriation Control General Administration -				2,512.67	
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01-2010-20-1102-000		Appropriation Control Mayor & Council - O/E	Other Expenses		
3042951	07/31/18	POSTMASTER OF HACKENSACK	POSTAGE FOR RECYCLING MEMO	-500.00	07/31/18
3042951	07/31/18	POSTMASTER OF HACKENSACK	POSTAGE FOR RECYCLING MEMO	0.00	07/31/18
3042951	07/31/18	POSTMASTER OF HACKENSACK	POSTAGE FOR RECYCLING MEMO	500.00	07/31/18
3042951	07/31/18	POSTMASTER OF HACKENSACK	POSTAGE FOR RECYCLING MEMO	500.00	07/31/18
Total for		Appropriation Control Mayor & Council - O/E		500.00	
Department Total: Appropriation Control Mayor & Council - O/E				500.00	
<hr/>					
01-2010-20-1202-000		Appropriation Control Municipal Clerk - O/E	Other Expenses		
3042944	07/27/18	YENIYS FLORES-BOLIVARD	CLERK ASSOC.MEETING/CLASSES	199.47	08/14/18
3042975	08/06/18	STAPLES ADVANTAGE	3378852048, 3377730079, 3378852049	267.08	08/14/18
Total for		Appropriation Control Municipal Clerk - O/E		466.55	
Department Total: Appropriation Control Municipal Clerk - O/E				466.55	
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01-2010-20-1302-000		Appropriation Control Financial Administration - O/E	Other		
3042953	08/01/18	BATTAGLIA ASSOCIATES, LLC. JULY 2018 FINANCIAL SERVICES		9,000.00	08/14/18
Total for		Appropriation Control Financial Administration		9,000.00	
Department Total: Appropriation Control Financial Administration				9,000.00	
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01-2010-20-1352-000		Appropriation Control Audit Services - O/E	Other Expenses		
Total for		Appropriation Control Audit Services - O/E	Other Expenses	9,000.00	

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3042894	07/25/18	Ferriolli, Wielkocz, PROF. SRVCS.	RENDERED	2,110.00	08/14/18
Total for Appropriation Control Audit Services - O/E				2,110.00	
Department Total: Appropriation Control Audit Services - O/E				2,110.00	
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01-2010-20-1402-001	Appropriation Control Data Processing - O/E Miscellaneous				
3042895	07/25/18	TRI-STATE TECHNICAL	26701, TECHNICAL SUPPORT FOR	142.50	08/14/18
3042896	07/25/18	TRI-STATE TECHNICAL	26662, TECH SUPPORT	190.00	08/14/18
3043016	08/14/18	PITNEY BOWES	PAYMENT FOR POSTAGE (REPLENISH	1,000.00	08/14/18
Total for Appropriation Control Data Processing - O/E				1,332.50	
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01-2010-20-1402-002	Appropriation Control Data Processing - O/E Copy Machine Lease				
3043013	08/14/18	MUNICIPAL CAPITAL FINANCE	3063020818, ADG 2018 COPIER LEASE	987.75	08/14/18
Total for Appropriation Control Data Processing - O/E				987.75	
Department Total: Appropriation Control Data Processing - O/E				2,320.25	
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01-2010-20-1452-000	Appropriation Control Revenue Administration - O/E Other				
3042893	07/24/18	SHI	COMPUTERS & MONITORS	868.30	08/14/18
Total for Appropriation Control Revenue Administration -				868.30	
Department Total: Appropriation Control Revenue Administration -				868.30	
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01-2010-20-1552-001	Appropriation Control Legal Services - O/E Retainer - Municipal				
3042923	07/25/18	FPSE ATTORNEYS AT LAW	151275, JUNE BILLING	2,143.60	08/14/18
Total for Appropriation Control Legal Services - O/E				2,143.60	
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01-2010-20-1552-002	Appropriation Control Legal Services - O/E Other Matters				
3042963	08/06/18	GIBLIN & GANNATO, LLC	PROF. SRVC. RENDERED (F O P	2,618.00	08/14/18
Total for Appropriation Control Legal Services - O/E				2,618.00	
Department Total: Appropriation Control Legal Services - O/E				4,761.60	
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01-2010-21-1802-001	Appropriation Control Planning/Zoning Board - O/E Miscellaneous				
3042877	07/17/18	NORTH JERSEY MEDIA GROUP	0004262805, PUBLIC NOTICE	379.75	08/14/18
3042985	08/08/18	NORTH JERSEY MEDIA GROUP	PUBLIC NOTICE ADVERTISING, RES#	112.50	08/14/18
Total for Appropriation Control Planning/Zoning Board -				492.25	
Department Total: Appropriation Control Planning/Zoning Board -				492.25	
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01-2010-23-2202-003	Appropriation Control Group Insurance - O/E Dental				
3042892	07/24/18	SUN LIFE FINANCIAL	EMPLOYEE DENTAL COVERAGE AUGUST	4,415.08	08/14/18

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Department Total: Appropriation Control Group Insurance - O/E			4,415.08		
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Total for	Appropriation Control Group Insurance - O/E	Description	Amount	Paid Date
01-2010-25-2402-001 Appropriation Control Police - O/E Other Expenses				
3042893	07/24/18	SHT	1,952.11	08/14/18
3042897	07/25/18	NORTH ARLINGTON P.D.	600.00	08/14/18
3042901	07/25/18	ROBBINS & FRANK INC	271172, TIRES FOR PATROL CARS (PD)	1,009.20
3042902	07/25/18	PRESTIGE AUTO WASH	2617, JUNE CAR WASHES (PD)	117.00
3042903	07/25/18	COMPUTER SQUARE INC	INV# 00367 - E-TICKETING SOLUTIONS -	1,194.00
3042905	07/25/18	METROCOM WIRELESS	INV# 49406 - RADIO CONTRACT	1,488.30
3042907	07/25/18	TOM'S SERVICE CENTER	33651, REPAIRS TO PATROL CAR	976.43
3042908	07/25/18	D & E UNIFORMS	54590, RETIRED BADGE & WALLET	110.00
3042909	07/25/18	WB MASON	156926000, POLICE OFFICE SUPPLIES	92.95
3042910	07/25/18	STAPLES ADVANTAGE	3384187945, COPY PAPER	75.52
3042912	07/25/18	MAIN LOCK SHOP	0161202-IN, LOCK/CASE	27.90
3042913	07/25/18	TOM'S SERVICE CENTER	33723, 33730	544.65
3042917	07/25/18	TRI-STATE TECHNICAL	25661, TECH SUPPORT FOR PD	382.50
3042977	08/08/18	TOM'S SERVICE CENTER	INV#33451	162.20
3042994	08/08/18	PRESTIGE AUTO WASH	2647, JULY 2018 PD CAR WASHES	126.50
3042995	08/08/18	NJ MOTOR VEHICLE	CAIR PROGRAM	150.00
3042996	08/08/18	TOM'S SERVICE CENTER	33742, 33769	952.32
Total for Appropriation Control Police - O/E Other			9,961.58	

Department Total: Appropriation Control Police - O/E			9,961.58	
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Total for	Appropriation Control Fire - O/E Other Expenses	Description	Amount	Paid Date
01-2010-25-2552-001 Appropriation Control Fire - O/E Other Expenses				
3042898	07/25/18	NEW JERSEY FIRE EQUIPMENT	55167, 56542, 56496, 56482	394.10
3042900	07/25/18	FERRARA FIRE APPARATUS,	YEARLY PM AND LADDER SRVC	5,022.94
3042906	07/25/18	BOGOTA HOSE CO. #2	REIMBURSEMENT FOR JULY 4TH PARADE	117.05
3042911	07/25/18	NEW JERSEY FIRE EQUIPMENT	57607, SOCTT PACK 2 HYDRO TESTS	72.00
3042925	07/27/18	ALPINE TRADING COMPANY	P046114100016, CLASS B UNIFORM	149.04
3042992	08/08/18	GOOSETOWN COMMUNICATIONS	QUOTE#11813	1,503.60
3042993	08/08/18	ALPINE TRADING COMPANY	UNIFORM FOR JR. FIREFIGHTER, R.	50.90

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Total for		Appropriation Control Fire - O/E Other		7,309.63	
Department Total: Appropriation Control Fire - O/E					
01-2010-25-2602-001		Appropriation Control Rescue Squad - O/E Other Expenses		7,309.63	
3042915	07/25/18	BOGOTA RESCUE SQUAD	AID TO VOLUNTEERS	2,500.00	08/14/18
3042966	08/06/18	VILLAGE OF RIDGEFIELD PARK GAS FOR RESCUE SQUAD, APR - JUN		286.87	08/07/18
Total for		Appropriation Control Rescue Squad - O/E Other		2,786.87	
Department Total: Appropriation Control Rescue Squad - O/E					
01-2010-25-2652-001		Appropriation Control Uniform Fire Safety - O/E Other Expenses		2,786.87	
3042922	07/25/18	A.M. TERESTI AUTO MARINE	4204, REPAIRS FIRE PREVENTION	423.82	08/14/18
Total for		Appropriation Control Uniform Fire Safety -		423.82	
Department Total: Appropriation Control Uniform Fire Safety -					
01-2010-26-2902-001		Appropriation Control DPW - O/E Other Expenses		423.82	
3042855	07/16/18	AUTOMOTIVE BRAKE	INV #1848900; MUD FLAPS & ANTI	101.60	08/14/18
3042936	07/27/18	CLIFFSIDE BODY CORP.	S86129, LED LAMP	18.78	08/14/18
3042954	08/01/18	JAVIER CONSTRUCTION CORP.	DPW BUILDING APPLICATION #9	19,354.36	08/14/18
Total for		Appropriation Control DPW - O/E Other Expenses		19,474.74	
Department Total: Appropriation Control DPW - O/E					
01-2010-26-3052-001		Appropriation Control Solid Waste Collection - O/E Contract		19,474.74	
3043007	08/14/18	SUBURBAN DISPOSAL INC	5036, AUGUST 2018 BILLING	24,666.66	08/14/18
Total for		Appropriation Control Solid Waste Collection -		24,666.66	
Department Total: Appropriation Control Solid Waste Collection -					
01-2010-26-3102-003		Appropriation Control Buildings & Grounds - O/E Other Expenses		24,666.66	
3042824	07/11/18	PROGRESSIVE BRICK	ORDER #378653; BAGS OF SAND FOR DPW	79.00	08/14/18
3042881	07/18/18	COOPER PEST SOLUTIONS	1218179	200.00	08/14/18
3042885	07/19/18	COLONELLI BROS. INC.	INV #18-3331; REPAIR INLET AT	6,412.00	08/14/18
3042919	07/25/18	KEEHN POWER PRODUCTS	11201, CASE OF 5 GALLON OIL MIX	84.99	08/14/18
3042920	07/25/18	A & M ALARM SYSTEMS LLC	15360, REPLACEMENT SMOKE DETECTORS	1,094.15	08/14/18
3042930	07/27/18	HOME DEPOT CREDIT	INV#2024130	384.97	08/14/18
3042932	07/27/18	FIREMATIC & SAFETY	80725, ANNUAL FIRE EXTINGUISHER	981.15	08/14/18
3042933	07/27/18	KEEHN POWER PRODUCTS	11200, SERVICE OF TORO LAWN MOWER	1,044.49	08/14/18

<u>PO Number</u>	<u>PO Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
3042934	07/27/18	KEEHN POWER PRODUCTS	11198, SERVICE ON WEED WHACKER	90.67	08/14/18
3042935	07/27/18	KEEHN POWER PRODUCTS	11197, SERVICE ON WEED WHACKER	99.17	08/14/18
3042940	07/27/18	KENNETH O'DONNELL	VARIOUS WORK AT BOBO HALL &	1,150.00	08/14/18
3042954	08/01/18	JAVIER CONSTRUCTION CORP.	DPW BUILDING APPLICATION #9	19,354.36	08/14/18
3042955	08/01/18	JAVIER CONSTRUCTION CORP.	DRAINAGE WORK- DPW INTERIOR	4,250.00	08/14/18
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	188.03	08/14/18
3042974	08/06/18	LAYNE ROOFING INC.	10510, HVAC REPAIR	400.00	08/14/18
3042983	08/08/18	KEEHN POWER PRODUCTS	11220, SERVICE ON TORO LAWN MOWER	639.97	08/14/18
3042984	08/08/18	QUALITY COOLING CORP	2018-152, SERVICE CALL	325.00	08/14/18
3042792	07/03/18	TREASURER - STATE OF NJ	INV# 182622500 - ANNUAL SITE	-1,780.00	08/07/18
3042886	07/20/18	METROPOLITAN WINDOW	BLINDS FOR FIRE PREVENTION; DOWN	350.00	07/20/18
3042792	07/03/18	TREASURER - STATE OF NJ	INV# 182622500 - ANNUAL SITE	0.00	08/07/18
3042792	07/03/18	TREASURER - STATE OF NJ	INV# 182622500 - ANNUAL SITE	1,780.00	08/07/18
Total for		Appropriation Control Buildings & Grounds -		37,127.95	
Department Total:		Appropriation Control Buildings & Grounds -		37,127.95	
01-2010-29-3902-004		Appropriation Control Free Public Library - 1/3 mil Other			
3042958	08/02/18	BOGOTA FREE PUBLIC LIBRARY 2ND QTR 2018 LIBRARY APPROPRIATION		12,049.50	08/14/18
Total for		Appropriation Control Free Public Library -		12,049.50	
Department Total:		Appropriation Control Free Public Library -		12,049.50	
01-2010-31-4302-002		Appropriation Control Electricity #6520086908			
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	7,359.07	08/14/18
Total for		Appropriation Control Electricity #6520086908		7,359.07	
01-2010-31-4302-003		Appropriation Control Electricity #6524828607			
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	15.35	08/14/18
Total for		Appropriation Control Electricity #6524828607		15.35	
01-2010-31-4302-004		Appropriation Control Electricity #6532449105			
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	358.17	08/14/18
Total for		Appropriation Control Electricity #6532449105		358.17	
01-2010-31-4302-005		Appropriation Control Electricity #6559940306			
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	27.51	08/14/18

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01-2010-31-4302-006		Appropriation Control Electricity #6559940306		27.51	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	44.67	08/14/18
Total for					
01-2010-31-4302-007		Appropriation Control Electricity #6560154904		44.67	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	15.35	08/14/18
Total for					
01-2010-31-4302-008		Appropriation Control Electricity #6588527802		15.35	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	14.39	08/14/18
Total for					
01-2010-31-4302-010		Appropriation Control Electricity #6625303100		14.39	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	209.59	08/14/18
Total for					
01-2010-31-4302-011		Appropriation Control Electricity #6614502018		209.59	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	118.86	08/14/18
Total for					
01-2010-31-4302-012		Appropriation Control Electricity #6644362303		118.86	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	392.55	08/14/18
Total for					
01-2010-31-4302-013		Appropriation Control Electricity #6650378518		392.55	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	12.03	08/14/18
Total for					
01-2010-31-4302-014		Appropriation Control Electricity #6681182801		12.03	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	4.22	08/14/18
Total for					
01-2010-31-4302-015		Appropriation Control Electricity #6714739001		4.22	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	254.58	08/14/18
Total for					
01-2010-31-4302-016		Appropriation Control Electricity #6715106606		254.58	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018	19.98	08/14/18
Total for					
01-2010-31-4302-016		Appropriation Control Electricity #6722266605		19.98	
Total for					
3042964	08/06/18	PSE&G	GAS & ELECTRIC CHARGES JULY 2018		

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01-2010-31-4302-017	08/06/18	PSE&G	Appropriation Control Electricity #67222266605	19.98	
Total for					
01-2010-31-4302-018	08/06/18	PSE&G	Appropriation Control Electricity #6748198518	396.08	08/14/18
Total for					
01-2010-31-4302-021	08/06/18	PSE&G	Appropriation Control Electricity #6749891209	1,202.91	08/14/18
Total for					
01-2010-31-4302-022	08/06/18	PSE&G	Appropriation Control Electricity #7046464200	11.57	08/14/18
Total for					
01-2010-31-4402-001	08/06/18	PSE&G	Appropriation Control Electricity #7243012809	160.04	08/14/18
Total for					
Department Total: Appropriation Control Electricity				10,616.92	
01-2010-31-4402-010	08/06/18	EXTEL COMMUNICATIONS	Appropriation Control Telephone Hardware Lease	2,004.06	08/14/18
Total for					
01-2010-31-4402-014	08/14/18	CABLEVISION	Appropriation Control Telephone CABLE TV & ISP - FD CO#1 ENGIN	73.92	08/14/18
Total for					
01-2010-31-4402-016	08/14/18	CABLEVISION	Appropriation Control Telephone CABLE TV & ISP	73.92	08/14/18
Total for					
01-2010-31-4402-017	08/14/18	CABLEVISION	Appropriation Control Telephone	864.69	08/14/18
Total for					
01-2010-31-4402-020	08/14/18	CABLEVISION	Appropriation Control Telephone CABLE TV & ISP - BORO HALL	364.72	08/14/18
Total for					

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3043011	08/14/18	CABLEVISION	AUG 2018 VARIOUS ACCOUNTS	299.67	08/14/18
3043011	08/14/18	CABLEVISION	AUG 2018 VARIOUS ACCOUNTS	539.34	08/14/18
Total for		Appropriation Control Telephone CABLE TV & ISP		839.01	
01-2010-31-4452-022		Appropriation Control Telephone VERIZON - ELEVATOR LINE			
3043009	08/14/18	VERIZON	PHONE SRVCS; ELEVATOR LINE	42.55	08/14/18
Total for		Appropriation Control Telephone VERIZON -		42.55	
Department Total: Appropriation Control Telephone				4,363.95	
01-2010-31-4452-001		Appropriation Control Water Meter #88306893 - 7 E Fort Lee			
3043010	08/14/18	SUEZ WATER NEW JERSEY	VARIOUS INVOICES, AUG 2018 WATER	1,032.45	08/14/18
Total for		Appropriation Control Water Meter #88306893 -		1,032.45	
01-2010-31-4452-002		Appropriation Control Water Meter #88505411 - 69 Main St			
3043010	08/14/18	SUEZ WATER NEW JERSEY	VARIOUS INVOICES, AUG 2018 WATER	91.36	08/14/18
Total for		Appropriation Control Water Meter #88505411 -		91.36	
01-2010-31-4452-003		Appropriation Control Water Meter #88228191 - 63 W Broad			
3043010	08/14/18	SUEZ WATER NEW JERSEY	VARIOUS INVOICES, AUG 2018 WATER	318.05	08/14/18
Total for		Appropriation Control Water Meter #88228191 -		318.05	
01-2010-31-4452-004		Appropriation Control Water Meter #88417708 - Cypress Ave			
3043010	08/14/18	SUEZ WATER NEW JERSEY	VARIOUS INVOICES, AUG 2018 WATER	314.50	08/14/18
Total for		Appropriation Control Water Meter #88417708 -		314.50	
01-2010-31-4452-005		Appropriation Control Water Meter #88227215 - Library			
3043010	08/14/18	SUEZ WATER NEW JERSEY	VARIOUS INVOICES, AUG 2018 WATER	372.44	08/14/18
Total for		Appropriation Control Water Meter #88227215 -		372.44	
01-2010-31-4452-006		Appropriation Control Water Meter #88509227 - 164 Central			
3043010	08/14/18	SUEZ WATER NEW JERSEY	VARIOUS INVOICES, AUG 2018 WATER	29.47	08/14/18
Total for		Appropriation Control Water Meter #88509227 -		29.47	
01-2010-31-4452-008		Appropriation Control Water Meter #88305041 - 375 Larch			
3043010	08/14/18	SUEZ WATER NEW JERSEY	VARIOUS INVOICES, AUG 2018 WATER	5,791.52	08/14/18
Total for		Appropriation Control Water Meter #88305041 -		5,791.52	
Department Total: Appropriation Control Water				7,949.79	
01-2010-31-4552-001					
Appropriation Control Sewer Processing BCUA - Operations					

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<u>PO Number</u>	<u>PO Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
3042791	07/03/18	TREASURER - STATE OF NJ	INV# 182589200- ANNUAL SITE	-1,780.00	08/07/18
3042791	07/03/18	TREASURER - STATE OF NJ	INV# 182589200- ANNUAL SITE	1,780.00	08/07/18
Total for		Appropriation Control Sewer Processing BCUA -		0.00	
Department Total: Appropriation Control Sewer Processing				0.00	
<hr/>					
01-2010-31-4602-002		Appropriation Control Gasoline Police			
3042899	07/25/18	VILLAGE OF RIDGEFIELD PARK FUEL CHARGES FOR PD - JUNE 2018		1,652.55	08/14/18
Total for		Appropriation Control Gasoline Police		1,652.55	
Department Total: Appropriation Control Gasoline				1,652.55	
<hr/>					
01-2010-32-4652-001		Appropriation Control Solid Waste Disposal BCUA Type 10 Dump			
3042970	08/06/18	BCUA [SEWER CHARGES]	JUNE 208 RECYCLING TAX	21,974.43	08/14/18
Total for		Appropriation Control Solid Waste Disposal		21,974.43	
Department Total: Appropriation Control Solid Waste Disposal Miscellaneous				21,974.43	
<hr/>					
01-2010-32-4652-002		Appropriation Control Solid Waste Disposal			
3042870	07/17/18	ENVIRONMENTAL RENEWAL, LLC	INV #278889 & INV #278888;	750.00	08/14/18
3042931	07/27/18	ATLANTIC COAST FIBERS	INV105882	218.71	08/14/18
3042937	07/27/18	ENVIRONMENTAL RENEWAL, LLC	279046, COMPACTED YARD WASTE	625.00	08/14/18
3042938	07/27/18	ENVIRONMENTAL RENEWAL, LLC	279044, COMPACTED YARD WASTE	625.00	08/14/18
3042982	08/08/18	ENVIRONMENTAL RENEWAL, LLC	279145, COMPACTED YARD WASTE	1,250.00	08/14/18
Total for		Appropriation Control Solid Waste Disposal		3,468.71	
Department Total: Appropriation Control Solid Waste Disposal				25,443.14	
<hr/>					
01-2010-36-4712-001		Appropriation Control PERS Pension Regular Billing			
3042714	06/26/18	STATE OF NEW JERSEY	NJ - P.E.R.S. - 3RD QUARTER 2015	-476.55	08/06/18
Total for		Appropriation Control PERS Pension Regular		-476.55	
Department Total: Appropriation Control PERS Pension				-476.55	
<hr/>					
01-2030-42-1302-001		APPROPRIATION RESERVES Saddle Brook TWP Saddle Brook TWP			
3040013	01/01/17	SADDLE BROOK TWP	01/2017 BILLING	-200.00	08/06/18
3040015	02/01/17	SADDLE BROOK TWP	02/2017 BILLING	-200.00	08/06/18
3040016	03/01/17	SADDLE BROOK TWP	03/2017 BILLING	-200.00	08/06/18
3040220	04/01/17	SADDLE BROOK TWP	04/2017 BILLING	-200.00	08/06/18
3040221	05/01/17	SADDLE BROOK TWP	05/2017 BILLING	-200.00	08/06/18
3040429	06/01/17	SADDLE BROOK TWP	06/2017 BILLING	-200.00	08/06/18

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BOROUGH OF BOGOTA

<u>PO Number</u>	<u>PO Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
3040549	07/01/17	SADDLE BROOK TWP	07/2017 BILLING	-200.00	08/06/18
3040821	08/01/17	SADDLE BROOK TWP	08/2017 BILLING	-200.00	08/06/18
Total for		APPROPRIATION RESERVES Saddle Brook TWP Saddle		-1,600.00	

Department Total: APPROPRIATION RESERVES Saddle Brook TWP					
01-2070-55-0000-000		Local School Taxes Payable	Local School Taxes Payable	-1,600.00	
3042957	08/02/18	BOGOTA BOARD OF EDUCATION	UNDERPAYMENT OF SCHOOL TAXES	199,925.00	08/14/18
3042961	08/02/18	BOGOTA BOARD OF EDUCATION	SCHOOL TAXES SEPTEMBER 2018	1,252,105.50	08/14/18
3042695	06/26/18	BOGOTA BOARD OF EDUCATION	07 / BILLING	-1,224,825.83	08/02/18
3042879	07/17/18	BOGOTA BOARD OF EDUCATION	AUG 2018 SCHOOL TAXES	-1,224,825.83	08/02/18
3042695	06/26/18	BOGOTA BOARD OF EDUCATION	07 / BILLING	1,767,487.50	08/02/18
3042879	07/17/18	BOGOTA BOARD OF EDUCATION	AUG 2018 SCHOOL TAXES	1,252,105.50	08/02/18
Total for		Local School Taxes Payable	Local School Taxes	2,021,971.84	

Department Total: Local School Taxes Payable Local School Taxes					
01-2080-55-0000-000		County Taxes Payable	County Taxes Payable	2,021,971.84	
3042959	08/02/18	COUNTY OF BERGEN, ADMIN & 3RD QTR COUNTY TAXES		417,991.00	08/14/18
Total for		County Taxes Payable	County Taxes Payable	417,991.00	

Department Total: County Taxes Payable County Taxes Payable					
01-2110-55-0000-000		County Open Space Tax Payable	County Open Space Tax Payable	417,991.00	
3042960	08/02/18	BERGEN COUNTY TREASURER	3RD QTR 2018 COUNTY OPEN SPACE	18,415.00	08/14/18
Total for		County Open Space Tax Payable	County Open	18,415.00	

Department Total: County Open Space Tax Payable County Open					
01-4000-66-0000-099		Budget Operations Other		18,415.00	
3042998	08/09/18	COUNTY OF BERGEN, ADMIN & PILOT FEES TO COUNTY; 2017 & QTRS		4,815.61	08/14/18
Total for		Budget Operations Other		4,815.61	

Department Total: Budget Operations Other					
04-2150-55-1511-002		INPROVEMNT AUTH 1511 - VAR CAP IMP ROAD RESURFACING		4,815.61	
3042799	07/06/18	FIRST ENVIRONMENT	STORMWATER POLLUTION PREVENTION	3,000.00	08/14/18
3042884	07/19/18	D & L PAVING INC	PASCACK VALLEY PAVING REMAINING	2,367.64	08/14/18
Total for		INPROVEMNT AUTH 1511 - VAR CAP IMP ROAD		5,367.64	

Department Total: Budget Operations Other					
04-2150-55-1511-003		INPROVEMNT AUTH 1511 - VAR CAP IMP SANITARY SEWERS			

Bills List

BOROUGH OF BOGOTA

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PO Number	PO Date	Vendor	Description	Amount	Paid Date
3042799	07/06/18	FIRST ENVIRONMENT	STORMWATER POLLUTION PREVENTION	4,000.00	08/14/18
Total for		IMPROVEMENT AUTH 1511 - VAR CAP IMP SANITARY		4,000.00	

04-2150-55-1511-008		IMPROVEMENT AUTH 1511 - VAR CAP IMP IT EQUIPMENT			
3042883	07/19/18	TRI-STATE TECHNICAL	CYBERSECURITY UPGRADES	5,000.00	08/14/18
3042976	08/08/18	METROCOM WIRELESS	COMMUNICATIONS RADIO EQUIPMENT	28,510.00	08/14/18
Total for		IMPROVEMENT AUTH 1511 - VAR CAP IMP IT		33,510.00	

Department Total: IMPROVEMENT AUTH 1511 - VAR CAP IMP					
13-2860-00-0000-000		Basketball		42,877.64	
3042948	07/27/18	MATT KITTNER	DIRECTOR OF SUMMER REC BASKETBALL	1,150.00	08/14/18
3042949	07/27/18	DAVID MAROSE	ASST DIRECTOR REC SUMMER BASKETBALL	550.00	08/14/18
Total for		Basketball		1,700.00	

Department Total: Basketball					
13-2880-00-0000-000		Summer Day Camp		1,700.00	
3042929	07/27/18	INSERRA SUPERMARKETS	CAMP COOKING- CUPCAKE WARS	86.89	08/14/18
3042943	07/27/18	DIAMOND ROCK SPRING WATER	#839614, 5 GALLON WATER	73.50	08/14/18
3042950	07/27/18	ICE HOUSE	#3692, CAMPERS TRIP 7-17-18	571.20	08/14/18
3042956	08/02/18	DIAMOND ROCK SPRING WATER	INV #840041; 5 GALLON WATER JUGS &	73.50	08/14/18
3043001	08/09/18	COSTCO	SUMMER CAMP; BQ SUPPLIES	268.43	08/14/18
3043002	08/09/18	INSERRA SUPERMARKETS	BAKING TREATS FOR WEEK 08/06/2018	43.52	08/14/18
3042887	07/24/18	CLASSIC PROMOTIONAL GROUP	CAMP SHIRTS	890.00	07/24/18
Total for		Summer Day Camp		2,007.04	

Department Total: Summer Day Camp					
13-2920-00-0000-000		Cheering		2,007.04	
3042999	08/09/18	ARIEL M. OLIVO	REIMBURSEMENT FOR COACHING	21.41	08/14/18
Total for		Cheering		21.41	

Department Total: Cheering					
13-2990-00-0000-000		General		21.41	
3042888	07/24/18	ERIK SANTIAGO	REIMBURSEMENT FOR FINGER	51.44	08/14/18
3042889	07/24/18	TRI-STATE TECHNICAL	INV #26039 NO INTERNET ACCESS CHECK	142.50	08/14/18
3042918	07/25/18	BEN SHAFER RECREATION,	BS18-341STF	2,124.00	08/14/18

Department Total: Cheering					
13-2990-00-0000-000		General		21.41	

Bills List

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BOROUGH OF BOGOTA

PO Number	PO Date	Vendor	Description	Amount	Paid Date
3042927	07/27/18	DIAMOND ROCK SPRING WATER	839104, GALLONS OF WATER	73.50	08/14/18
3042928	07/27/18	QUILL CORPORATION	8493709, OFFICE SUPPLIES	121.03	08/14/18
3042941	07/27/18	COSTCO	MOVIE IN THE PARK - GOODIES	139.24	08/14/18
3042945	07/27/18	INSERRA SUPERMARKETS	BROWNIE DAY	45.95	08/14/18
3042947	07/27/18	COSTCO	CAMP SUPPLIES	82.92	08/14/18
3043003	08/09/18	ENCKE'S FLORIST	INV #481; FLOWERS FOR JOE	150.00	08/14/18
3042615	06/19/18	ANZO, INC	INV# 69924 - NEW TOILET IN LADIES	-319.50	08/06/18
3042952	08/01/18	VILLAGE OF RIDGEFIELD PARK	REC GAS BILL FOR VAN & BUS MAY 2018	343.32	08/01/18
Total for General				2,954.40	
Department Total: General				2,954.40	

14-0005-00-0005-068	Reserve for Outside Lien Redem				
3043008	08/14/18	AMERICAN REALTY HOLDINGS	TAX REDEMPTION - BLK: 78, LOT:4 -	22,940.53	08/14/18
Total for Reserve for Outside Lien Redem				22,940.53	
Department Total: Reserve for Outside Lien Redem				22,940.53	

16-4000-M9-0008-093	ACCITRACK ACCT BR CONONY HOLDING 250-300-W FORT LEE RD				
3043035	08/15/18	COSTA ENGINEERING	19528, PROF SRVCS RENDERED	0.00	08/14/18
3043035	08/15/18	COSTA ENGINEERING	19528, PROF SRVCS RENDERED	2,500.00	08/14/18
Total for ACCITRACK ACCT BR CONONY HOLDING 250-300-W				2,500.00	
16-4000-M9-0008-999					

3042876	07/17/18	NORTH JERSEY MEDIA GROUP	0004262609, PUBLIC NOTICE	226.05	08/14/18
3042986	08/08/18	NORTH JERSEY MEDIA GROUP	PUBLIC NOTICE ADVERTISING, RES#	322.00	08/14/18
Total for				548.05	
Department Total:				3,048.05	

18-4000-65-8520-800	Reserve for Expenditures Reserve for Expenditures				
3043012	08/14/18	NJ Dept of Health	JULY 2018 DOG REPORT	14.40	08/14/18
Total for Reserve for Expenditures Reserve for				14.40	
Department Total: Reserve for Expenditures Reserve for				14.40	

Total Bill List: 2,731,524.30



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

Member _____ introduced and moved the adoption of the following resolution and Member _____ seconded the motion:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BOGOTA, IN THE COUNTY OF BERGEN, NEW JERSEY, DESIGNATING A \$1,204,000 BOND ANTICIPATION NOTE, DATED AUGUST 1, 2018 AND PAYABLE MAY 10, 2019, AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

WHEREAS, the Borough of Bogota, in the County of Bergen, New Jersey (the "Borough"), desires to designate a \$1,204,000 Bond Anticipation Note, dated August 1, 2018 and payable May 10, 2019 (the "Note"), as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Bogota, in the County of Bergen, New Jersey, as follows:

SECTION 1. The Note is hereby designated as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code.

SECTION 2. It is hereby determined and stated that (1) the Note is not a "private activity bond" as defined in the Code and

(2) the Borough and its subordinate entities, if any, do not reasonably anticipate issuing in excess of \$10 million of new money tax-exempt obligations (other than private activity bonds) during the calendar year 2018.

SECTION 3. It is further determined and stated that the Borough has, as of the date hereof, issued the following tax-exempt obligations (other than the Note) during the calendar year 2018, viz:

<u>Amount</u>	<u>Dated - Due</u>
\$4,825,130 BANS	5/11/18 - 5/10/19

SECTION 4. The Borough will, to the best of its ability, attempt to comply with respect to the limitations on issuance of tax-exempt obligations pursuant to Section 265(b)(3) of the Code; however, the Borough does not covenant to do so, and hereby expressly states that a covenant is not made hereby.

SECTION 5. The issuing officers of the Borough are hereby authorized to deliver a certified copy of this resolution to the original purchaser of the Note and to further provide such original purchaser with a certificate of obligations issued during the calendar year 2018 dated as of the date of delivery of the Note.

SECTION 6. This resolution shall take effect immediately upon its adoption.

The foregoing resolution was adopted by the following roll
call vote:

AYES:

NAYS:

[SEAL]

ATTEST: _____
Borough Clerk



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

Awarding Contract for Sidewalk Repair to Sidewalk Safety

WHEREAS, the Superintendent of the Department of Public Works and the Borough Administrator have determined that a need exists for repairing certain areas of sidewalk within the Borough of Bogota which have been raised or damaged as a result of tree roots located with the borough right of way; and

WHEREAS, there are various locations with the Borough where such need exists; and

WHEREAS, the Borough Administrator has determined that Sidewalk Safety, a division of FonDelco, Inc. of Saddle Brook, New Jersey, provides a service that is special and extraordinary in nature, and it is therefore not necessary to obtain other bids/quotes.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Bogota will authorize a contract to Sidewalk Safety under separate resolution for various tree root and sidewalk repairs upon receiving their price quotes for 2018.

RESOLUTION # 18-115

DATE 8/16/18



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

TA-2018-Bogota Borough-00040

Resolution: **Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Transportation Alternatives Program for Streetscape Improvements on West Main Street.**

NOW THEREFORE BE IT RESOLVED that the Council of the Borough of Bogota formally approves the submission of the grant application for the above stated program.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as TA-2018-Bogota Borough-00040 to the New Jersey Department of Transportation on behalf of the Borough of Bogota.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the agreement on behalf of the Borough of Bogota and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council on this 28th day of June, 2018.

Borough Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____
(Borough Clerk)

(Presiding Officer)



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

RESOLUTION OF THE BOROUGH OF BOGOTA, COUNTY OF BERGEN, STATE OF NEW JERSEY, SUPPORT SUBMISSION OF APPLICATION FOR NEW JERSEY DEPARTMENT OF TRANSPORTATION SAFE ROUTES TO SCHOOL PROGRAM

WHEREAS, the Borough of Bogota is applying for funding to conduct Safety Improvements at or en route to the Lillian M. Steen School, 134 West Main Street within the Borough of Bogota, for pedestrian and bicycle safety; and

WHEREAS, this project will help to continue and improve the promotion and encouragement of pedestrian and bicycle access and especially safety for school children and residents; and

WHEREAS, maintenance of the facilities, once constructed, will be assumed by the Borough of Bogota with the exception of (1) local ordinances that places maintenance responsibility with each individual property owner, and (2) those crosswalks on State or County Highways;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota that they hereby support the submission of a grant application for the Safe Routes to School Program within the State of New Jersey Department of Transportation and authorizes the Mayor and Administrator to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

ATTEST:

 Jeanne Cook, RMC, CMR
 Borough of Bogota

CERTIFICATION

This is to certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Borough of Bogota Council which was held on August 16, 2018.

ATTEST:

 Jeanne Cook, RMC, CMR
 Borough of Bogota

RESOLUTION # 18-117

DATE 8/16/18



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T.Napolitano						

WHEREAS, Tax Sale Certificate number 17-007 for Block 67, Lot 4 a/k/a 315 Elm Avenue has been redeemed and

WHEREAS, the redemption funds have been deposited into the Borough Trust Account.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that the proper financial officers are authorized and hereby charged to issue a warrant in the amount of \$18,270.52, which includes the Tax Sale Certificate amount of \$6,770.52 plus the premium of \$11,500.00 to Christiana Trust C/F CEI/First Trust, P.O. Box 5021, Philadelphia, Pa. 19111-5021.

BE IT FURTHER RESOLVED, that a certified copy of this resolution is to be given to the Tax Collector for her records and that the check is to be given to the Tax Collector for proper processing.

RESOLUTION # 18-118

DATE 8/16/18



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

WHEREAS, Tax Sale Certificate number 17-011 for Block 78, Lot 4 a/k/a 120 Walnut Ave has been redeemed and

WHEREAS, the redemption funds have been deposited into the Borough Trust Account.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that the proper financial officers are authorized and hereby charged to issue a warrant in the amount of \$22,940.53, which represents the certificate amount of \$8,940.53 and the premium of \$14,000 to American Realty Holdings, 56 Bramshill Dr., Mahwah, NJ 07430.

BE IT FURTHER RESOLVED, that a certified copy of this resolution is to be given to the Tax Collector for her records and that the check is to be given to the Tax Collector for proper processing.



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

Authorization to Execute a 2nd Amendment to
The Redevelopment Agreement and Financial Agreement
For the River Development Project by RCB Urban Renewal

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), the Borough of Bogota (the “Borough”), by way of Resolution approved on November 15, 2015, designated “River Development Bogota LLC” as the Redeveloper of the West Fort Lee Redevelopment Area and authorized the negotiation of a Redevelopment Agreement (the “Redevelopment Agreement”); and

WHEREAS, by Ordinance #1490 adopted after a public hearing on December 29, 2016, a Financial Agreement (the “Financial Agreement”) was authorized between the Borough and River Development Bogota Urban Renewal, LLC;

WHEREAS, the Redevelopment Agreement and the Financial Agreement between the Borough and River Development Bogota Urban Renewal, LLC were executed on March 9, 2017; and

WHEREAS, on December 7, 2017 via resolution 17-177 and pursuant to N.J.S.A. 40A:20-10 and Section 8.1 of the Financial Agreement, a First Amendment to the Redevelopment Agreement and Financial Agreement was approved; and

WHEREAS, RCB Urban Renewal LLC has submitted and received approval to an amendment to the site plan for the project, which amendment was approved by the Borough Planning Board on July 10, 2018 via resolution 2018-07, which among other amendments, reduced the total number of buildings from five (5) to four (4) buildings; and

WHEREAS, this site plan amendment affects the Redevelopment Agreement and certain provisions therein, and

WHEREAS, the Lender for the project has also requested certain modifications to the Redevelopment Agreement and Financial Agreement, including but not limited to, utilizing the new Lot Numbers for the property, so as to eliminate any confusion as granted by the subdivision and approved by the Tax Assessor;

18-119

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota that the Redevelopment Agreement and Financial Agreement by and between the Borough of Bogota and RCB Urban Renewal LLC be hereby further amended via a 2nd Amendment to the Redevelopment Agreement; and

BE IT FURTHER RESOLVED, that Mayor and Borough Clerk, or other appropriate officials of the Borough, are hereby authorized, in consultation with the Borough Counsel, to execute said 2nd Amendment to the Redevelopment Agreement and the Financial Agreement (attached) as shall be necessary to effectuate the terms and conditions of this Resolution;

BE IT FURTHER RESOLVED, that the Borough Clerk shall send a certified copy of this Resolution to all parties.

ATTEST:

Jeanne Cook, Borough Clerk

Christopher M. Kelemen, Mayor

18-119

Draft #2
Execution Version
August 3, 2018

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

BETWEEN

BOROUGH OF BOGOTA, NEW JERSEY,

as the Redevelopment Entity

AND

RCB URBAN RENEWAL, L.L.C., an urban renewal company (the successor redeveloper to
River Development Bogota Urban Renewal, LLC)

as Redeveloper

Dated as of August _____, 2018

Draft #2
 Execution Version
 August 3, 2018

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT, dated as of August __, 2018 (“Agreement”) between **THE BOROUGH OF BOGOTA**, a Municipal Corporation of the State of New Jersey, having an address at 375 Larch Avenue, Bogota, New Jersey 07603 (“Borough”), and **RCB URBAN RENEWAL, L.L.C.**, a New Jersey limited liability company, having an address c/o PCD Capital, LLC, attn.: Jonathan Stein, Manager, 350 Main Road, Suite 201, Montville, New Jersey 07045 (referred herein as “RCB” or the “Redeveloper”). The Borough and Redeveloper herein jointly referred to as (the “Parties”).

WITNESSETH

WHEREAS, the Borough has entered into that certain Redevelopment Agreement between the Borough and River Development Bogota Urban Renewal, LLC, (“River”) dated March 9, 2017 for the Redevelopment Area as defined therein (the Redevelopment Agreement, as amended, is referred to herein as the “Redevelopment Agreement”); and

WHEREAS, by Resolution # 17-177 dated December 7, 2017 the Borough designated RCB as the redeveloper of the Redevelopment Area conditioned upon RCB acquiring title to the Redevelopment Area; and

WHEREAS, RCB has acquired title to all of the real property within the Redevelopment Area and all of River’s rights to the Project within the Redevelopment Area; and

WHEREAS, on May 4, 2018, RCB and the Borough entered into that certain First Amendment to Redevelopment Agreement; and

WHEREAS, the Parties have agreed to certain changes in and amendments to the Redevelopment Agreement as hereinafter more particularly described and detailed in this Agreement; and

WHEREAS, the Redevelopment Agreement may only be amended in writing signed by Seller and Purchaser;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by, the Parties hereby agree as follows:

1. **Inconsistency.** In the event of any inconsistency between the Redevelopment Agreement and this Agreement, this Agreement shall be controlling.

2. **Definitions.** Any term not otherwise defined herein, or expressly modified herein shall have the same meaning ascribed to it in the Redevelopment Agreement.

3. **Amendments to Agreement.**

(a) The terms Project and Site Plan referenced throughout the Agreement are hereby amended to include Resolution 2018-07 of the Borough of Bogota Planning Board entitled Second Amendment to Resolution 2016-10 Granting Preliminary & Final Site Plan and Major Subdivision Approval, a copy of which is attached hereto as **Exhibit A** (the Second

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Amended Project Approval”). The Second Amended Project Approval, among other things as set forth therein, reduces the number of buildings for the Project from five (5) to four (4) by the elimination of Building 3 from the Project and the redesign of Buildings 2 and 4 and other Project site modifications as set forth more fully set forth in the Second Amended Project Approval. References to Building 3 are hereby deleted throughout the Agreement and references to the Project containing five (5) Buildings is hereby amended to four (4) Buildings.

(b) Section 3.01 (d) of the Redevelopment Agreement shall be amended to provide that the \$3,000,000.00 community benefit payment obligation referenced therein shall be payable from the Redeveloper to the Borough as follows:

- (i) The Borough acknowledges that the initial \$125,000.00 has been paid by the Redeveloper and the obligation for this payment is satisfied; and
- (ii) \$250,000.00 payable upon the issuance to the Redeveloper of the 1st construction permit for Phase 1 of the Project which payment shall be nonrefundable; and
- (iii) \$656,250.00 payable upon the issuance of the final Certificate of Occupancy for each individual Building constructed as part of the Project not to exceed a total payment of \$3,000,000.00 (under (d)(i),(ii) and (iii) herein) which payment shall be nonrefundable upon payment.

(c) Section 11.01 of the Redevelopment Agreement is amended to change the notice to the Redeveloper to: RCE Urban Renewal, LLC, c/o PCD Capital, LLC, att.: Jonathan Stein, Manager, 350 Main Road, Suite 201, Montville, New Jersey 07045.

(d) Section 11.04 of the Redevelopment Agreement shall be amended and restated in its entirety as follows:

SECTION 11.04 Lender Changes; Estoppel.

(a) If a Recognized Mortgage (as such term is defined below) requires a change in the terms of this Agreement, the Borough agrees to make reasonable changes to this Agreement provided that the same do not materially affect the Borough’s rights or obligations under this Agreement. In addition, the Borough agrees to enter into such agreements as the Recognized Mortgagee (or its equity participants) may reasonably require provided that such agreement shall not materially affect the Borough’s rights or obligations under this Agreement.

(b) The Borough, at any time prior to its issuance of a Certificate of Completion for the Project or Phase, shall within thirty (30) days following receipt of a written request by Redeveloper or a Recognized Mortgagee, execute and deliver to Redeveloper, Recognized Mortgagee and/or a third party designated by Redeveloper or Recognized Mortgagee an instrument in which it (i) certifies the then current terms of this Agreement and that those terms are in full force and effect, (ii) states whether to the best of the knowledge of the Borough,

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Redeveloper is in default of any of its obligations under this Agreement and specifying any such default or defaults of which Borough has knowledge, and (iii) confirms such other factual matters pertinent to this Agreement, as Redeveloper or Recognized Mortgagee, as applicable, may reasonably request. A form of such instrument has been attached hereto as **Exhibit B**.

(e) The Redevelopment Agreement is hereby amended to add the following Article XII:

**ARTICLE XII.
MORTGAGE FINANCING: RIGHTS OF MORTGAGEE.**

SECTION 12.01. Limitation Upon Encumbrance of Land; Recognized Mortgagee; Permitted Transfer Upon Foreclosure.

(a) Redeveloper shall notify the Borough in advance of any financing entered into for the purpose of obtaining funds to assist in the purchase of the Project Area, the development and construction of the Project thereon or permanent financing or refinancing thereof, that is secured by a mortgage or other similar lien instrument (each, a "Mortgage") that Redeveloper proposes to enter into with respect to the Project Area or the Project Improvements, other than: (i) statutory liens for real estate taxes not due and payable; (ii) mechanic's, materialman's, or similar liens arising from development of the Project Area or the construction of the Project Improvements ; (iii) encumbrances upon any Project Improvement or related part or parcel of the Project Area for which Redeveloper has received a Certificate of Completion; or (iv) the granting of easements or other dedications to public authorities and utility companies as required by law or as reasonably deemed necessary by Redeveloper to construct and operate the Project.

(b) If Redeveloper enters into a Mortgage in accordance with the provisions of Section 12.01(a) hereof and the Borough is provided with notice of such Mortgage, then the provisions of Section 12.02 through Section 12.05 shall apply with respect to, and inure to the benefit of, the holder of such Mortgage. Each such holder shall be referred to herein as a "Recognized Mortgagee" and each such Mortgage shall be referred to as a "Recognized Mortgage". For purposes hereof, the term "Recognized Mortgagee" shall be deemed to include such Recognized Mortgagee's successors, assigns and/or nominees.

(c) Notwithstanding anything to the contrary set forth herein, a Recognized Mortgagee obtaining title to the Project Area or a Mortgaged Portion (as such term is defined below) as a result of foreclosure proceedings, or a deed in lieu thereof, shall be a permitted Transfer hereunder.

SECTION 12.02. Assignment of this Agreement. Notwithstanding anything contained herein to the contrary, Redeveloper shall have the right to (i) pledge its interest in this Agreement to the Recognized Mortgagee without limit as to amount, and on any terms Redeveloper may deem desirable, and (ii) assign Redeveloper’s interest under this Agreement to any Recognized Mortgagee as additional collateral for the payment of the indebtedness secured by the Recognized Mortgage. Any Recognized Mortgage shall only encumber that portion of the Project Area covered by such Recognized Mortgage (such portion, the “Mortgaged Portion”). So long as the Recognized Mortgagee is not given actual physical possession of the Mortgaged Portion contemporaneously with the creation of a Recognized Mortgage, the making and delivery of any Recognized Mortgage shall not be deemed to constitute any assignment or transfer of this Agreement or of the interest of Redeveloper under this Agreement. No Recognized Mortgagee shall be deemed to be an assignee or transferee of this Agreement or of the interest of Redeveloper under this Agreement so as to require such Recognized Mortgagee to assume the performance of, or be bound to perform, any of the terms, covenants or conditions under this Agreement. However, subject to the provisions of this Article, any Recognized Mortgagee may become the legal owner and holder of Redeveloper’s interest under this Agreement with respect to the Mortgaged Portion by foreclosure of its Recognized Mortgage or as a result of the assignment to it of this Agreement in lieu of foreclosure or otherwise. Upon so becoming the legal owner and holder, the Recognized Mortgagee, subject to the provisions of Section 12.05 hereof, shall assume the performance of, and be bound to perform, all of the terms, covenants or conditions on the part of Redeveloper under this Agreement to be performed with respect to the Mortgaged Portion.

SECTION 12.03. Certain Rights of Recognized Mortgagees.

(a) No cancellation, surrender and acceptance of surrender, modification or amendment of this Agreement shall be binding upon any Recognized Mortgagee without the prior written consent of the Recognized Mortgagee, except for any termination of this Agreement by the Borough as a result of an Event of Default, provided that the Borough shall have complied with the provisions of this Section 12.03.

(b) At the same time it serves notice to the Redeveloper of an Event of Default pursuant to the provisions of this Agreement, the Borough shall serve a copy of such notice upon each Recognized Mortgagee in the manner contemplated in this Agreement.

(c) Upon the expiration of the period of time given to Redeveloper under the provisions of this Agreement to remedy the default or cause it to be remedied or to commence an action to remedy a default, the Borough shall give each Recognized Mortgagee notice (the “Cure Expiration Notice”) of the expiration of such period specifying whether or not the default has been cured.

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(d) (i) In the event of a monetary default, the Recognized Mortgagee shall have the right to remedy such default by paying all amounts due within sixty (60) days after its receipt of the Cure Expiration Notice; (ii) in the case of a non-monetary Event of Default which is susceptible of a cure by the Recognized Mortgagee (a "Curable Non-Monetary Default"), the Recognized Mortgagee shall have the right to remedy such default within ninety (90) days after receipt of the Cure Expiration Notice, or if such default cannot reasonably be cured within such ninety (90) day period despite diligent efforts, within a reasonable time thereafter; and (iii) in the event of a Non-Monetary Default which is not susceptible to cure, the provisions of subparagraph (g) below shall apply.

(e) The parties agree that an Event of Default shall be deemed cured if before the expiration of the sixty (60) day grace or cure period within which a monetary default may be remedied, the Recognized Mortgagee shall have paid to the Borough all amounts due that are then in default hereunder with respect to the Mortgaged Portion. In the case of any other Event of Default, the parties agree that the Event of Default shall be deemed cured if within the ninety (90) day grace or cure period set forth in Section 12.03(d) hereof, a Recognized Mortgagee shall have cured or shall be engaged in curing all defaults hereunder and shall diligently complete such cure or comply with the provisions of this Section within the time periods set forth in this Section. If such Recognized Mortgagee shall (i) fail to cure (in the case of monetary defaults) or fail to commence to cure (in the case of non-monetary defaults) such default within the applicable cure period provided in the immediately preceding sentence, or (ii) notify the Borough in writing that it has relinquished its claims in respect of the Mortgaged Portion or that it will not institute foreclosure proceedings or, if such proceedings shall have been commenced, that it has discontinued such proceedings, the Borough shall have the right to terminate this Agreement and to take any other action it deems appropriate by reason of any Event of Default by Redeveloper unless Redeveloper shall have cured the Event of Default prior to the Borough's delivery to Redeveloper of notice of termination of this Agreement. The Borough shall accept performance by or on behalf of the Recognized Mortgagee that has complied with the provisions of this Section 12.03 as if the same had been performed by Redeveloper. Such acceptance shall not thereby create any rights against the Borough in favor of such Recognized Mortgagee, nor shall such Recognized Mortgagee thereby be subrogated to any interest or right of the Borough.

(f) The parties acknowledge that there are certain types of defaults by Redeveloper under this Agreement which may not be capable of being cured by a Recognized Mortgagee within the time periods specified above (including, without limitation, failure by Redeveloper to perform work required to be performed or acts required to be done or to correct conditions which violate laws, ordinances, orders, rules, regulations or other legal requirements) and which may only be cured if the Recognized Mortgagee shall obtain possession of the Mortgaged Portion ("Defaults Requiring Possession"). Anything herein contained to the contrary notwithstanding, upon the occurrence of any Default Requiring

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Possession, the Borough shall take no action to effect termination of this Agreement without first giving each Recognized Mortgagee, from and after the date that each Recognized Mortgagee shall have received notice from the Borough that such a Default Requiring Possession has occurred, a reasonable time within which to institute, and thereafter diligently prosecute, steps to obtain possession of the Mortgaged Portion and thereafter promptly commence and act diligently to cure such Default Requiring Possession, provided that the Recognized Mortgagee keeps all payments hereunder current until such Default Requiring Possession is cured. Notwithstanding the foregoing, no Recognized Mortgagee shall be obligated to continue such possession (once obtained) or to continue such foreclosure proceedings (once commenced) after any Default Requiring Possession shall have been cured, and nothing herein contained shall preclude the Borough, subject to the provisions of this Article, from exercising any rights or remedies under this Agreement with respect to any other Event of Default by Redeveloper during the pendency of such foreclosure proceedings or the period when the Recognized Mortgagee is taking steps to obtain possession of the Mortgaged Portion.

(g) In case of the termination of this Agreement which occurs under circumstances such that the Recognized Mortgagee has not been given the opportunity to cure under the preceding provisions, the Borough shall give prompt notice thereof to each Recognized Mortgagee. Such notice shall include a statement of all sums which would then be due under this Agreement but for such termination and all other defaults then known to the Borough. On written request of the Recognized Mortgagee, made at any time within thirty (30) days after the giving of such notice by the Borough, the Borough shall enter into a new redevelopment agreement with respect to the Mortgaged Portion (the "Replacement Agreement") with such Recognized Mortgagee within ninety (90) days after receipt of such request. The Replacement Agreement shall be effective as of the date of termination of this Agreement for the remainder of the term of this Agreement, upon the same terms, covenants, conditions and agreements as are herein contained; provided, however, that the Recognized Mortgagee shall (i) contemporaneously with the execution of a Replacement Agreement, pay to the Borough all amounts with respect to the Mortgaged Portion which the Borough has specified as due in the notice given pursuant to this Section 12.03(e), including any past due amounts, (ii) at the time of execution and delivery of the Replacement Agreement, pay to the Borough any and all sums which would have been due hereunder with respect to the Mortgaged Portion from the date of termination of this Agreement (had this Agreement not been terminated) to and including the date of the execution and delivery of the Replacement Agreement, together with all actual and reasonable expenses, including, without limitation, reasonable attorney's fees and disbursements incurred by the Borough in connection with the termination of this Agreement and with the execution and delivery of the Replacement Agreement and (iii) on or prior to the execution and delivery of the Replacement Agreement, agree in writing that promptly following the execution and delivery of the Replacement Agreement, such Recognized

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Mortgagee, subject to the provisions of Section 12.05 below, shall perform or cause to be performed all of the other covenants and agreements herein contained on Redeveloper's part to be performed with respect to the Mortgaged Portion which are susceptible of being cured by the Recognized Mortgagee to the extent that Redeveloper shall have failed to perform the same to the date of execution and delivery of the Replacement Agreement. Nothing herein contained shall be deemed to impose any obligation on the part of the Borough to deliver physical possession of the Mortgaged Portion to the Recognized Mortgagee, unless the Borough at the time of the execution and delivery of the Replacement Agreement shall have obtained physical possession thereof. Except as specifically set forth herein, until the Replacement Agreement is executed and delivered by the Recognized Mortgagee, such Recognized Mortgagee shall have no liability hereunder or under the Replacement Agreement.

(h) Subject to Section 12.05 hereof, the Recognized Mortgagee shall not be liable for the performance of Redeveloper's obligations under this Agreement unless such Recognized Mortgagee has succeeded to and has possession of the interest of Redeveloper under this Agreement.

SECTION 12.04. Liability of Recognized Mortgagees. Provided that (i) a Replacement Agreement shall have been granted to a Recognized Mortgagee, or any of its respective nominees or designees, pursuant to Section 12.03 hereof or (ii) the Recognized Mortgagee shall have become the legal owner and holder of Redeveloper's interest under this Agreement with respect to the Mortgaged Portion, then the Recognized Mortgagee, subject to the provisions of Section 12.05 below, shall be liable for the performance of all of Redeveloper's covenants under such Replacement Agreement or this Agreement, as the case may be, with respect to the Mortgaged Portion, from and after the effective date of such Replacement Agreement or the acquisition of such interest; provided, however, that from and after the time (A) the Recognized Mortgagee shall have assigned the interest of Redeveloper (in the event that the Recognized Mortgagee shall have become the legal owner and holder of such interest) or the Replacement Agreement (in the event that the Recognized Mortgagee shall have been granted a Replacement Agreement) and (B) such assignee shall have delivered to the Borough, in its sole discretion, an agreement in form reasonably acceptable to the Borough, pursuant to which the assignee assumes and agrees, subject to the provisions of Section 12.05 below, to perform all of the terms, covenants and conditions of this Agreement or such Replacement Agreement, as the case may be (including, without limitation, obligations thereunder that accrued prior to the date of such agreement), the Recognized Mortgagee, or any of its nominees or designees, shall be automatically and entirely released and discharged from the performance of all terms, covenants and conditions of Redeveloper under this Agreement, or of the Redeveloper under the Replacement Agreement, as the case may be, thereafter accruing. Notwithstanding anything contained in the Agreement to the contrary, the Recognized Mortgagee shall have no obligation,

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nor incur any liability, beyond the Recognized Mortgagee's then interest in the Mortgaged Portion.

SECTION 12.05. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are or are intended to be covenants running with the land, any Recognized Mortgagee who obtains title to the Redevelopment Area or a Mortgaged Portion as a result of foreclosure proceedings, or a deed in lieu thereof, shall not be obligated by the provisions of this Agreement to construct or complete the Project Improvements or to guarantee such construction or completion, and any deed delivered to any such party shall contain a covenant or other provision to that effect. Any construction or other action by a Recognized Mortgagee which is undertaken solely to protect or preserve buildings that are partially completed (such as completion of roofs or exterior siding) and which is undertaken by the Recognized Mortgagee solely to protect its security interest in such property, shall not be deemed to be an assumption by the Recognized Mortgagee of the obligation to complete construction. The foregoing shall also apply to (i) any other party who thereafter obtains title to the Redevelopment Area or such Mortgaged Portion from or through the Recognized Mortgagee or (ii) any other purchaser at a foreclosure sale other than the Recognized Mortgagee. However, nothing in this Article XII or any other Article or Section of this Agreement shall be deemed or construed to permit or authorize the Recognized Mortgagee to devote the Redevelopment Area or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Redevelopment Plan. This provision shall not preclude the Borough from designating a party other than the Recognized Mortgagee as the Redeveloper if (A) the Recognized Mortgagee elects not to be obligated by the provisions of this Agreement to construct or complete the Project Improvements or to guarantee such construction or completion, and (B) the Borough subsequently condemns the Project Area pursuant to the New Jersey Eminent Domain Act. Any deed delivered to any such party shall contain a covenant or provision to that effect.

4. **No Other Amendments.** Except as expressly modified herein, the Redevelopment Agreement shall continue in full force and effect.

5. **No Defaults.** The Parties do hereby mutually agree and acknowledge that no default under, and no breach of, any term and condition of the Redevelopment Agreement has occurred or is continuing as of the date of this Agreement.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

7. **Agreement Continues.** In all other respects, except as herein specifically amended, the Redevelopment Agreement continues in full force and effect as originally executed. The amendments herein contained shall be effective as of the date hereof.

Signatures follow on next page

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

REDEVELOPER

RCB URBAN RENWAL, L.L.C.
(a New Jersey limited liability company)

By: _____
Name: Jonathan Stein
Title: Manager

WITNESS:

BOROUGH OF BOGOTA

Jeanne Cook, Borough Clerk

By: _____
Christopher M. Kelemen, Mayor

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Exhibit A

Resolution: 2018-07[See attached]

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Exhibit B

FORM: ESTOPPEL CERTIFICATE [See attached]

Docs #3248052-v2



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

Award Contract to Hardwood Tree for Tree Removal

Whereas, the Borough of Bogota needs to remove dead or diseased trees that are a hazard to the community, and

Whereas, funds are available for such purpose in the 2018 Budget of the Borough, and

Whereas, the Borough sought quotations from 4 vendors for such work, and

Whereas, Downes Tree Service quoted a net amount of \$13,950, Almighty Tree Experts quoted a net amount of \$11,275, and Hardwood Tree Service quoted a net amount of \$11,150 for solicitations dated August 10, 2018.

Now therefore be it resolved, that the Mayor and Council award a contract to Hardwood Tree Service in the amount of \$11,150 to remove dead or diseased trees and grind stumps for same as highlighted in quotation dated August 10, 2018 subject to the vendor providing proof of insurance and proof of being a business registered to work in the State of New Jersey for the time the vendor performs such work.

Be it further resolved, that the Superintendent of Public Works is responsible to sign off on the completion of the job and sign any vouchers related to such work.

Attest:

Approved:

Jeanne Cook, Borough Clerk

Christopher M. Kelemen, Mayor



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

Adopt Model Written Indoor Air Quality Program

WHEREAS, the Public Employees Occupational Safety and Health (PEOSH) has established Indoor Air Quality Standards; and

WHEREAS, PEOSH and the Borough of Bogota recognize that good indoor air quality is essential to employee's health and productivity; now

BE IT RESOLVED that the Mayor and Council hereby adopts "The Model Written Indoor Air Quality Program".

BE IT FURTHER RESOLVED that Joseph Scarpa is designated as the person responsible for Bogota's compliance with air quality standards.



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

**GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment
Decisions Under Title VII of the Civil Rights Act of 1964"**

FORM OF RESOLUTION

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the Governing Body of the Borough of Bogota, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON _____, 2018.

Clerk

GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

**GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF BERGEN

We, members of the governing body of the Borough of Bogota being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Governing Body of the Borough of Bogota in the County of Bergen;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this _____ day of _____
Notary Public of New Jersey

Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

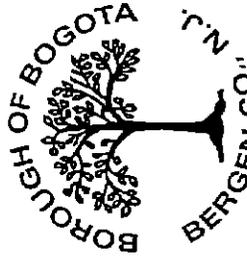
SECTION 2 - UPON ADOPTION FOR YEAR 2018

(Only to be Included in the Budget as Finally Adopted)

Be It Resolved by the Mayor and Council of the Borough of Bogota, County of Bergen that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$7,631,736.42 (Item 2 below) for municipal purposes, and
- (b) _____ (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) _____ (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18:9-3) and the certification to the County Board of Taxation of the following summary of general revenues and appropriations.
- (d) 243,439.00 Minimum Library Levy

RESOLUTION # 18-123 DATE 8/16/18



RECORDED VOTE
(insert last name)

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
D. Fede						
K. Gates-Ferris						
D. Macfarlane						
F. Miranda						
M. Murphy						
T. Napolitano						

SUMMARY OF REVENUES

1. General Revenues						
Surplus Anticipated			08-100			570,000.00
Miscellaneous Revenues Anticipated			40004-10			1,735,789.88
Receipts from Delinquent Taxes			15-499			
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURP (Item 6(a), Sheet 11)			07-190			7,631,736.42
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:						
Item 6, Sheet 35			07-195			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)			07-191			
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only						
4. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:						
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)			07-191			
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY						243,439.00
Total Revenues			40000-10			10,180,965.30