



In God We Trust

Minutes

October 20, 2022
6:30pm

**BOROUGH OF BOGOTA
Mayor and Council Regular Meeting**

Meeting of the Borough of Bogota Mayor and Council meeting to be held October 20, 2022 in the Borough Hall, 375 Larch Ave, Bogota, New Jersey at 6:30 P.M

The notice for this meeting's time, date, location, and agenda fulfills the "Open Public Meetings Act," P.L.1975, c. 231, requirements.

Salute to the Flag

Council President Murphy led the Pledge of Allegiance

Roll Call

Mayor Kelemen- Present
Councilwoman Carpenter - Present
Councilman Connors- Present ___
Councilwoman Fede- Present
Councilwoman Granquist - Absent ___
Council President Murphy -Present
Councilman Robbins- Present ___

Also Attending:

Borough Administrator Hynes
Borough Attorney Betesh
Acting Clerk Flores-Bolivard

Closed Session

Councilwoman Carpenter made a motion to go into closed session for Police Officers Interviews, which was seconded by Council President Murphy. All Councilmembers present voted yes.

Police Officers Interviewed:

Mark R. Alvarez
Anthony Montano

Laura Shakiri
Adrian Valentin

The Council enter closed session at 6:34 pm and returned to open session at 7:36pm.

Mayor Kelemen announced that after interviewing candidates, they will move forward with making conditional offers of employment to Mark Alvaraez and Laura Shakiri, to be hired as Bogota Police Officers.

Councilwoman Murphy made a motion to hire Mark Alvarez, pending passing a background check, psychological and physical examinations, which was seconded by Councilwoman Carpenter. All Councilmembers present voted yes.

Councilwoman Fede made a motion to hire Laura Shakiri, pending passing a background check, psychological and physical examinations which was seconded by Councilwoman Carpenter. All Councilmembers present voted yes.

Citizen Remarks

One five (5) minute time limit per person

Councilman Robbins made a motion to open Citizen Remarks, which was seconded by Councilwoman Murphy. The motion passed by voice vote.

No citizens spoke during Citizen Remarks.

Councilwoman Carpenter made a motion to close Citizen Remarks, which was seconded by Councilwoman Murphy. The motion passed by voice vote.

Discussion

No items were discussed

Introduction of Ordinances

1587- An Ordinance to amend Chapter 3 of the Bogota Code to restrict Public Access to areas of the Municipal Property Designated for Employees only

Councilwoman Carpenter motioned to introduce ordinance 1587 which was seconded by Council President Murphy. All Councilmembers present voted yes.

1588 – An Ordinance Amending Chapter 7A of the Bogota CODE, ENTITLED “TRAFFIC SCHEDULES”

Councilwoman Carpenter motioned to introduce ordinance 1588 which was seconded by Council President Murphy. All Councilmembers present voted yes.

1589 – An Ordinance Amending Chapter 9 of the Bogota CODE, Entitled Building and Housing"

Councilman Robbins motioned to introduce ordinance 1589 which was seconded by Councilwoman Carpenter. All Councilmembers present voted yes.

1590 Ordinance amends the Fire Prevention fees in accordance Fire Prevention

Councilman Robbins motioned to introduce ordinance 1590 which was seconded by Councilwoman Carpenter. All Councilmembers present voted yes.

1591 – An Ordinance Amending Chapter 7 of the Bogota Code, Entitled “Traffic”

Council President Murphy motioned to introduce ordinance 1591 which was seconded by Councilman Connors. All Councilmembers present voted yes.

Consent Agenda

2022- 165 Appoint a secretary to the Fire Prevention name

2022- 166 Appoint one Part time dispatcher John P. Patterson Jr.

2022- 167 Appoint one Full time dispatcher John R. Patrick

2022-168 Collector Taxes to refund payment to the listed Taxpayers due to veteran exemption

2022-169 In the County of Bergen, New Jersey Authorizing and Approving the Execution of the Third Amendment to Financial Agreement for

Councilman Robbins motioned to approve the consent agenda, which was seconded by Councilwoman Carpenter. All Councilmembers present voted yes.

Resolution to be Voted on Separately

PC22-17 Payment of Claims

Councilwoman Carpenter made a motion to approve PC22-17, which was seconded by Council President Murphy. All Councilmembers present voted yes. Fede abstained on Maximum fire escapes

Approvals

Minutes 10/6/2022

Councilwoman Carpenter made a motion to approve the minutes, which was seconded by Councilwoman Murphy. All Councilmembers present voted yes, except for Councilman Robbins who abstained.

Closed Session Minutes 10/6/2022

Councilwoman Carpenter made a motion to approve the minutes, which was seconded by Councilwoman Murphy. All Councilmembers present voted yes, except for Councilman Robbins who abstained.

Bogota Hose Co 2 – Amended the Raffle date (Dec 10, 3:30pm -6pm)

Councilman Connors made a motion to amend the raffle date, which was seconded by Councilman Robbins. All Councilmembers present voted yes.

2nd Citizen Remarks

One five (5) minute time limit per person.

Councilwoman Carpenter made a motion to open Citizens Remarks, which was seconded by Council President Murphy. The motion passed by a voice vote.

No citizens spoke during Citizen Remarks

Councilwoman Carpenter made a motion to close Citizens Remarks, which was seconded by Council President Murphy. The motion passed by a voice vote.

Reports

Five (5) minute time limit

Mayor Kelemen- Congratulated Ed Hynes on being inducted into the Bergen County Democratic Hall of Fame. He presented Charles Bestafka a 52-year award for his service on the Fire Department. He said there will be an article on Larch Avenue Halloween in the Bergen Record in the next few days. He indicated the need for a Police Contract Negotiation Committee and asked Councilman Connors, Councilwoman Fede, and Councilwoman Granquist to comprise the Committee.

Councilman Connors- Girls Cross Country is up for the State Championships. Thanked the Police Department for their traffic safety program. Reminded everyone the Bogota Festival will be on October 29 from 12pm- 3pm and hoped to see everyone there.

Councilwoman Carpenter- Indicated that the garbage contract is ending this year, the Borough has to advertise for a new one and move forward on it. She relayed that Bogota would not lose any state aid this year because the Borough follows enough best practices from the State.

Council President Murphy- The upcoming Planning and Zoning meeting will have presentations for Wendys and a subdivision on w fort lee road that will be voted on.

Councilman Robbins- is having signs made up for the property next to Boxcar that the Borough rents to prevent unauthorized parking. He said Nick is sending out vacant property notices, and is down to 10 vacant properties in Bogota. He relayed that the breakfast fundraiser Fire Department at Applebee's was a success and they raised a lot of money.

Councilwoman Fede- The Library Director joined the Creative Arts Team and the Team is working on new events, such as diversity events and international dinners. She said she is working on Sustainable Jersey certification, which has changed its certification cycles from prior years to start earlier. She shared the upcoming Planning Board meeting will have the Wendy's Application and Orchard Terrace. She said that the fall festival will be happening on October 29th and there will be street closures on Larch Avenue for Halloween trick or treating.

Councilwoman Carpenter shared that the trick or treaters overwhelm homeowners. The Council discussed trick or treating, candy distribution, and the Larch Avenue closures.

Councilwoman Granquist-Absent

Borough Administrator Hynes-shared information on the preparations for the upcoming smoke test for Fairview Ave. He said that trees recently fell down, but luckily did not damage the electrical conduit. He also relayed that the DPW is very aware of the catch basins and that they need regular cleaning. He said the Borough and Health Department Inspector Dan Debrowski are making excellent progress on reducing the rat population.

Borough Attorney Betesh-has reached out to the school board attorney to get more information about the referendum, and invited them to attend a Council meeting. He said he is working with the Borough Clerk to administer the new law requiring insurance information for businesses and multiple dwellings to be filed with the Borough.

Acting Clerk Flores-Bolivard- has to submit weekly death reports to the county, the Board of Elections is still looking for poll workers. Melissa Basque is starting as Deputy Clerk on October 24, 2022. She said she has started working on Saturdays to go through old records in the file room and upstairs senior area, which is tedious because of state requirements for document retention and destruction.

Closed Session

Swim Club Lease

Councilman Connors made a motion to enter closed session, which was seconded by Councilwoman Carpenter. The motion passed by a voice vote

Councilwoman Carpenter recused herself from closed session.

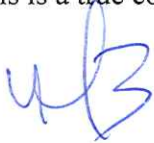
Adjournment

Being no further business before the governing body, **Councilwoman Carpenter** made a motion to enter open session and adjourn, which was seconded by Council President Murphy. The motion passed by a voice vote.

I hereby certify that this is a true copy of the minutes.

Yenlys Flores-Bolivard

8:37pm



Next Council Meetings

November 10

December 1

December 15

Council meeting dates are subject to change



In God We Trust

BOROUGH OF BOGOTA
Introduction
ORDINANCE NO. 1587

**AN ORDINANCE TO AMEND CHAPTER 3 OF THE BOGOTA CODE TO RESTRICT
PUBLIC ACCESS TO AREAS OF MUNICIPAL PROPERTY DESIGNATED FOR
“EMPLOYEES ONLY”**

WHEREAS, the employees and officials of Bogota have a responsibility to maintain and safeguard public records containing confidential information; and,

WHEREAS, various government records, some of which are confidential, are stored and maintained in locations such as the Bogota Municipal Building for the purpose of, *inter alia*, conducting government business and complying with the requirements of the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1; and,

WHEREAS, the municipal officials responsible for maintaining these records include, but are not limited to; the Municipal Clerk, the Borough Administrator, the Police Chief, the Library Director, the Chief Financial Officer, the Tax Collector, the Tax Assessor, the Construction Code Officer and the Board of Health Secretary; and,

WHEREAS, certain records, reports and documents stored and maintained in the Borough’s offices may not be available for public viewing, since they may contain personal information, phone numbers, social security numbers, dates of birth and other confidential information; and,

WHEREAS, the Borough is required to secure its government records, but still have the ability to quickly access same when an Open Public Records Act request is received; and,

WHEREAS, securing these records prevents outsiders/trespassers from simply walking into an office, viewing and/or seizing sensitive records and then leaving the building; and,

WHEREAS, the Borough cannot expect its employees or officials to physically intervene to protect a record; and thus, creating secure areas with clear signage will help deter persons from viewing records that they are not entitled to view or receive without following the process required by the New Jersey Open Public Records Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that a new Section 32 shall be added to Chapter 3 of the Bogota Code, which shall read as follows:

SECTION 1: ESTABLISHMENT OF A NEW SECTION 3-32, ENTITLED “PUBLIC ACCESS RESTRICTED”

A new Section 3-32, entitled “Public Access Restricted” is hereby established, which shall read as follows:

3-32.1 Prohibited Conduct.

In order to protect the integrity of confidential government records, and to prevent the disclosure of government records in a manner contrary to the requirements of the New Jersey Open Public Records Act, it is unlawful for members of the public to enter any municipal office area designated by the Borough to be restricted to “Borough Employees Only”. These areas shall include, but not be limited to, designated office areas in the Bogota Municipal Building, Police Department, Public Library, Recreation Center, Office of Emergency Management and the Department of Public Works Building.

3-32.2 Definitions

“Public” shall include any Borough resident or non-Borough resident, but does not include

Bogota employees, elected or appointed officials.

3-32.3 Designation of Restricted Areas

Any office area restricted from public access shall be marked with a sign posted outside the office entrance, which shall state that the area is restricted to “Borough Employees Only”.

3-32.4 Penalties

Any member of the public who trespasses in a restricted area, as identified in this Chapter, unless invited by a Borough employee or official, may be escorted from the building by the Bogota Police Department and/or be subject to prosecution under N.J.S.A. 2C:18-3.

SECTION 2: SEVERABILITY.

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 3: INCONSISTENCY.

Any and all ordinances, or parts thereof, in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 4: EFFECTIVE DATE

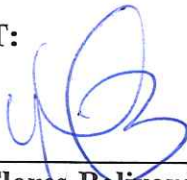
This ordinance shall take effect twenty (20) days after the first publication thereof after final passage, and shall remain in force until modified, amended or rescinded thereafter by the Borough of Bogota.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Carpenter	✓		✓			
Councilman Connors			✓			
Councilwoman Fede			✓			
Councilwoman Granquist					✓	
Council President Murphy		✓	✓			
Councilman Robbins			✓			

INTRODUCED: October 20, 2022

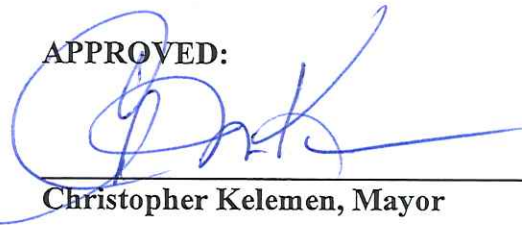
ADOPTED:

ATTEST:



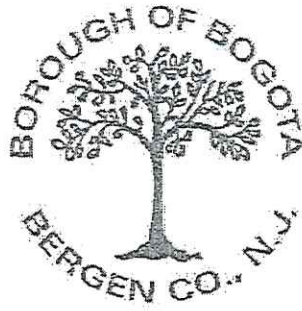
Yenlys Flores-Belivard, Acting Borough Clerk

APPROVED:



Christopher Kelemen, Mayor

Certified to be a true copy of an Ordinance adopted by the Mayor and Council of the Borough of Bogota at the meeting held



In God We Trust

Introduction

BOROUGH OF BOGOTA

ORDINANCE NO. 1588

**AN ORDINANCE AMENDING CHAPTER 7A OF THE
BOGOTA CODE, ENTITLED "TRAFFIC SCHEDULES"**

WHEREAS, Chapter 7A of the Bogota Code sets forth the traffic schedules for the Borough of Bogota; and,

WHEREAS, Section 8 of Chapter 7A sets forth the locations where parking is prohibited on Friday's between 9:00 A.M. and 12:00 P.M.; and,

WHEREAS, Section 10 of Chapter 7A sets forth the locations where "time limited parking" exists in the Borough; and,

WHEREAS, Section 18 of Chapter 7A sets forth the areas where marked parking spaces are located; and,

WHEREAS, Section 24 of Chapter 7A sets forth the locations of stop intersections in the Borough; and,

WHEREAS, new parking spaces were recently added to the Borough's streets pursuant to a road striping project; and,

WHEREAS, Chapter 7A must be amended to codify the aforementioned parking spaces, in accordance with recommendations presented by the Borough Police Department; and,

WHEREAS, the Mayor and Council have reviewed the Police Department's recommendations and seek to amend Chapter 7A to implement same.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 7A of the Bogota Code is hereby amended, revised and supplemented as follows:

SECTION 1: AMENDMENT TO SCHEDULE IID OF SECTION 7A-8, ENTITLED "SCHEDULE IID: PARKING PROHIBITED ON FRIDAY BETWEEN 9:00 A.M. AND 12:00 P.M.-TOW AWAY ZONE".

Schedule IID of Section 7A-8 is hereby amended to include the following additional street:

Name of Street	Side	Location
Dunn Avenue	East	Between Walnut Avenue and Fairview Avenue

SECTION 2: AMENDMENT TO SCHEDULE IV OF SECTION 7A-10, ENTITLED "SCHEDULE IV: TIME LIMITED PARKING".

A new sub-part "k" is hereby added to Schedule IV of Section 7A-10, which shall read as follows:

- k. East side of Dunn Avenue between Walnut Avenue and Fairview Avenue.

SECTION 3: AMENDMENT TO SCHEDULE IVH OF SECTION 7A-18, ENTITLED "SCHEDULE IVH: PARKING WITHIN MARKED SPACES".

Schedule IVH of Section 7A-18 is hereby amended to include the following additional streets:

Name of Street	Side	Location
Leonia Avenue	Both	Between Linwood Avenue and East Fort Lee Road
Orchard Terrace	West	Between West Fort Lee Road and West Main Street
Dunn Avenue	East	Between Walnut Avenue

		and Fairview Avenue
East Fort Lee Rd	North	Between Crestview Pl and Palisade Ave

SECTION 4: AMENDMENT TO SCHEDULE VIII OF SECTION 7A-24, ENTITLED "SCHEDULE VIII: STOP INTERSECTIONS".

Schedule VIII off Section 7A-24 is hereby amended to include the following additional locations:

Name of Street	Stop Signs Installed On
Cypress Avenue and Dun Avenue	Dunn Avenue
Cypress Avenue and Fisher Avenue	Fisher Avenue

SECTION 5: SEVERABILITY.

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 6: INCONSISTENCY.

Any and all ordinances, or parts thereof, in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 7: ADOPTION.

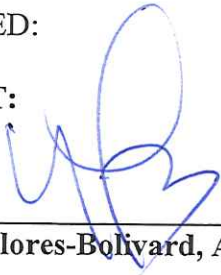
This ordinance shall take effect twenty (20) days after the first publication thereof after final passage, and shall remain in force until modified, amended or rescinded thereafter by the Borough of Bogota.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Carpenter	✓		✓			
Councilman Connors			✓			
Councilwoman Fede			✓			
Councilwoman Granquist					✓	
Council President Murphy		✓	✓			
Councilman Robbins			✓			

INTRODUCED: 10/20/2022

ADOPTED:

ATTEST:



Yenlys Flores-Bolivar, Acting Borough Clerk

APPROVED:



Christopher Kelemen, Mayor

Certified to be a true copy of an Ordinance adopted by the Mayor and Council of the Borough of Bogota at the meeting held



Yenlys Flores-Bolivar, Acting Borough Clerk



In God We Trust

Introduction

BOROUGH OF BOGOTA

**ORDINANCE NO. 1589
AN ORDINANCE AMENDING CHAPTER 9 OF THE
BOGOTA CODE, ENTITLED "BUILDING AND HOUSING"**

WHEREAS, Chapter 9 of the Bogota Code sets forth the codes and regulations for buildings and properties located within the Borough of Bogota; and,

WHEREAS, the New Jersey Legislature had recently adopted N.J.S.A. 40A:10A-1 and 2, which requires all business owners and owners of multifamily rental units to maintain certain levels of liability insurance; and,

WHEREAS, the aforesaid legislation also requires business owners and owners of multifamily rental units to annually register their certificate of insurance with the municipality where the business or rental units are located; and,

WHEREAS, N.J.S.A. 40A:10A-2 authorizes municipalities to charge a reasonable administrative fee for maintaining the insurance registry, and to set penalties for owners who fail to comply with the annual registration requirements of this statute; and,

WHEREAS, the Mayor and Council wish to amend Chapter 9 to establish an insurance registry, and to empower the Borough Code Enforcement Officer to issue penalties against property owners who violate of the requirements if this Chapter.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that a new Section 14 be added to Chapter 9 of the Bogota Code, entitled “Registration of Insurance Certificates”, and shall read as follows:

SECTION 1: ESTABLISHMENT OF A NEW SECTION 9-14.1, ENTITLED “LIABILITY INSURANCE AND ANNUAL REGISTRATION”.

- A. Except as provided in sub-part “b” of this Section, the owner of a business or the owner of a rental unit or units shall maintain liability insurance for negligent acts and omissions in an amount not less than \$500,000 for combined property damage and bodily injury to, or death of, one or more persons in any one accident or occurrence.
- B. The owner of a multifamily home which is four or fewer units, one of which is owner-occupied, shall maintain liability insurance for negligent acts and omissions in an amount not less than \$300,000 for combined property damage and bodily injury to, or death of, one or more persons in any one accident or occurrence.
- C. All owners of property who fall within the categories set forth in sub-parts “a” and “b” herein shall annually register a certificate of insurance that meets the requirements of this Section with the Bogota Clerk’s Office by no later than February 1st of each year, or within thirty (30) days of obtaining ownership of the property.
- D. There shall be an annual administrative fee of Fifty (\$50.00) Dollars that must be paid at the time the certificate of insurance is registered.
- E. Failure to annually register a certificate of insurance on or before February 1st of each year shall result in the following fine: Five Hundred (\$500.00) Dollars for businesses and multifamily residential buildings containing four (4) or fewer units; One Thousand (\$1,000.00) Dollars for owners of multifamily residential buildings containing more than four (4) units but fewer than twenty five (25) units; Twenty Five Hundred (\$2,500.00) Dollars for owners of multifamily residential buildings containing more than twenty five (25) units. This penalty may be collected through a summary proceeding pursuant to the “Penalty Enforcement Law of 1999”, P.L. 1999, c. 274 (C.2A:58-110, et seq.) Violators of this Section shall owe a separate fine for each year that a violation continues.

SECTION 2: SEVERABILITY.

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 3: INCONSISTENCY.

Any and all ordinances, or parts thereof, in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 4: EFFECTIVE DATE

This ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Carpenter		✓	✓			
Councilman Connors			✓			
Councilwoman Fede			✓			
Councilwoman Granquist					✓	
Council President Murphy			✓			
Councilman Robbins	✓					

INTRODUCED: 10/20/2022

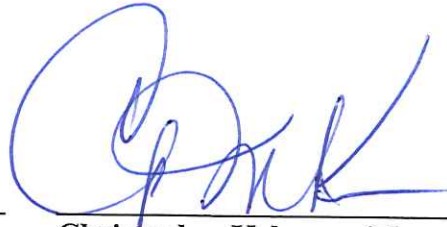
ADOPTED:

ATTEST:

APPROVED:

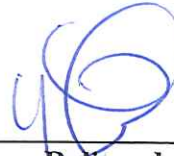


Yenlys Flores-Bolivar, Acting Borough Clerk



Christopher Kelemen, Mayor

Certified to be a true copy of an Ordinance adopted by the Mayor and Council of the Borough of Bogota at the meeting held



Yenlys Flores-Bolivar, Acting Borough Clerk



In God We Trust

**BOROUGH OF BOGOTA
ORDINANCE NO. 1590
BOROUGH OF BOGOTA**

**AN ORDINANCE AMENDING CHAPTER 16 OF THE
BOGOTA CODE, ENTITLED "FIRE PREVENTION"**

WHEREAS, Chapter 16 of the Bogota Code sets forth the Fire Prevention codes and regulations for the Borough of Bogota; and,

WHEREAS, Section 3.7 of Chapter 16 sets forth a schedule of registration fees that must be paid annually for businesses and rental properties in the Borough; and,

WHEREAS, the Borough Fire Marshal has recommended that the annual registration fee for certain multifamily rental properties be increased, due to the inspection methods that must be carried out and the increased amount of time spent inspecting these buildings; and,

WHEREAS, the Mayor and Council wish to amend Section 3.7 of Chapter 16 in accordance with the recommendations of the Fire Marshall.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Section 3.7 of Chapter 16 be amended, revised and supplemented as follows:

SECTION 1: AMENDMENT TO SECTION 16-3.7, ENTITLED "NON LIFE HAZARD USES".

Section 3.7(f) of Chapter 16 is hereby amended, revised and supplemented as follows:

f. Residential:

R-1* Non-owner occupied one-family	\$100.00
R-2* All two-family dwellings	\$150.00
R-3 Three to ten units (Multiple family)	\$200.00
R-4 11-20 units	\$300.00
R-5 21 units or more	\$400.00

*Subject to annual registration and inspection for compliance with New Jersey State statute and Borough of Bogota ordinances.

SECTION 2: SEVERABILITY.

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 3: INCONSISTENCY.

Any and all ordinances, or parts thereof, in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 4: EFFECTIVE DATE

This ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Carpenter		✓	✓			
Councilman Connors			✓			
Councilwoman Fede			✓			
Councilwoman Granquist					✓	
Council President Murphy			✓			
Councilman Robbins	✓		✓			

INTRODUCED:

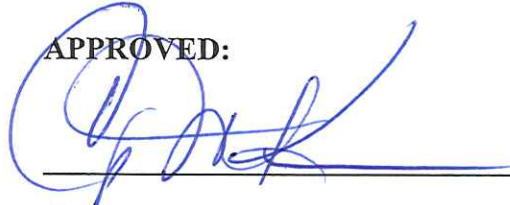
ADOPTED:

ATTEST:



Yenlys Flores-Bolivard, Acting Borough Clerk

APPROVED:



Christopher Kelemen, Mayor

Certified to be a true copy of an Ordinance adopted by the Mayor and Council of the Borough of Bogota at the meeting held



Yenlys Flores-Bolivard, Acting Borough Clerk



In God We Trust

BOROUGH OF BOGOTA

Introduction

BOROUGH OF BOGOTA

ORDINANCE NO. 1591

**AN ORDINANCE AMENDING CHAPTER 7 OF THE
BOGOTA CODE, ENTITLED "TRAFFIC"**

WHEREAS, Chapter 7 of the Bogota Code sets forth the traffic regulations for the Borough of Bogota; and,

WHEREAS, Section 4 of Chapter 7 imposes limitations on the streets that trucks weighing over four (4) tons permitted to use; and,

WHEREAS, this Section does not currently include any penalty against drivers who fail to follow the designated truck routes set forth in this Code; and,

WHEREAS, the Borough Police Department has recommended that a schedule of penalties be added to Section 4 of Chapter 7 to encourage enforcement of the Borough's truck routes for vehicles weighing over four (4) tons; and,

WHEREAS, the Mayor and Council have considered the Police Department's recommendations and seek to amend Section 4 of Chapter 7 to implement same.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 7 of the Bogota Code is hereby amended, revised and supplemented as follows:

Section 1: Amendments to Section 4.1 of Chapter 7, entitled “Trucks Over Four Tons Excluded From Certain Streets”

Section 7-4.1 is hereby amended, revised and supplemented as follows:

Trucks *having a gross vehicle weight of over four tons* ~~of gross weight~~ are hereby excluded from the streets or parts of streets described in Schedule V except for the pick up and delivery of materials on such streets. Schedule V being attached to and made a part of this chapter.

Section 2: Amendments to Section 4.2 of Chapter 7, entitled “Routes for Trucks Over Four Tons”

Section 7-4.2 is hereby amended, revised and supplemented as follow:

Pursuant to N.J.S.A. 40:67-16.1, the streets or parts of streets described in Schedule V attached to and made a part of this chapter are hereby designated as a Route for Trucks Over Four Tons. All trucks having a total ~~combined~~ gross *vehicle weight of vehicle plus load* in excess of four tons shall be excluded from all streets except from those streets which form a part of the system of truck routes.

No trucks shall be prevented from making deliveries of merchandise or other property along streets from which trucks are excluded and no truck shall be excluded from any street in the borough used by public utility companies in connection with the construction, installation, operation or maintenance of public utility facilities.

SECTION 3: ESTABLISHING A NEW SECTION 4.3 TO CHAPTER 7, ENTITLED “PENALTIES”.

A new Section 7-4.3 is hereby established, which shall read as follows:

Any person who is convicted of violating the provisions of Section 7-4 herein shall be subject to a fine of Two Hundred Fifty (\$250.00) Dollars for a first offense, plus court costs, Three Hundred Fifty (\$350.00) Dollars for a second offense, plus court costs, and Five Hundred (\$500.00) for a third or subsequent offense, plus court costs.

SECTION 4: SEVERABILITY.

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 5: INCONSISTENCY.

Any and all ordinances, or parts thereof, in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 6: ADOPTION.

This ordinance shall take effect twenty (20) days after the first publication thereof after final passage, and shall remain in force until modified, amended or rescinded thereafter by the Borough of Bogota.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Carpenter			✓			
Councilman Connors		✓	✓			
Councilwoman Fede			✓			
Councilwoman Granquist					✓	
Council President Murphy	✓					
Councilman Robbins			✓			

INTRODUCED:

ADOPTED:

ATTEST:



Yenlys Flores-Bolivard, Acting Borough Clerk

APPROVED:



Christopher Kelemen, Mayor

Certified to be a true copy of an Ordinance adopted by the Mayor and Council of the Borough of Bogota at the meeting held



Yenlys Flores-Bolivard, Acting Borough Clerk



In God We Trust

RESOLUTION # 2022-164

DATE: 10/20/2022

RESOLUTION TO APPOINT A FIRE PREVENTION SECRETARY

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓					✓
M. Connors	✓					
D. Fede	✓					
J.E.Granquist			✓			
M.E. Murphy	✓					
R. Robbins	✓				✓	

WHEREAS, the Fire Prevention Department of the Borough of Bogota is in need of a Secretary, and
WHEREAS, it is in the best interest of the Borough of Bogota appoints Patricia Morrone as the Fire Prevention Secretary.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota appoint Patricia Marrone to the position of Fire Prevention Secretary, for no more than five (5) hours per week at the rate of \$17.31 per hour, for a term that commences on October 24, 2022.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



Yenlys Flores-Bolivard
Acting Clerk



COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓				/	
M. Connors	✓					
D. Fede	✓					
J.E. Granquist			/			
M.E. Murphy	✓					/
R. Robbins	✓					

AUTHORIZING MEETING NOT OPEN TO THE PUBLIC, PURSUANT TO NJSA 10:4-12

WHEREAS, The Open Public Meetings Act, NJSA 10:4-12, provides that an executive session, not open to the public, may be lawfully held by a public body in certain circumstances when authorized by a resolution; and

WHEREAS, the Mayor and Council finds that it is necessary for the Mayor and Council to discuss, in a session, not open to the public, certain matters related to the item or items authorized by NJSA 10:4-12(b) and designated below as follows:

_____ Matters, which, by express provisions of a federal law or state statute or rule of court shall be rendered confidential

_____ Matters in which the release of information would impair a right to receive funds from the Government of the United States

_____ Matters which, if disclosed, would constitute an unwarranted invasion of Privacy, as further defined by NJSA 10:4-12(b) (3)

_____ Collective bargaining agreements or negotiations therefore with public employees and/or their representatives

_____ Matters involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates, or the investment of public funds, where the setting of banking rates or the investment of public funds, where the disclosure could adversely affect the public interest, if the discussion were disclosed

_____ Tactics or techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection, and any investigation of violations or possible violations of the law

_____ Pending or anticipated litigation or contract negotiations in which the Borough is or may become a party

X_____ Matters involving the employment, appointment, termination of employment, Terms and conditions of employment, evaluation, promotion, or disciplinary action of any specific current or prospective public employee(s), unless all the individual(s) affected request(s) in writing that the matters be discussed at a public meeting

_____ Deliberations of a public body occurring after public hearing that may result in the imposition of a specific civil penalty or the suspension or loss of a license or permit or party as a result of the actions or missions of the party.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Bogota that an executive session, not open to the public shall be held to discuss matters of topic(s) referred to above as permitted by law and the matters so discussed will be disclosed to the public as soon as possible and to the extent that such disclosure can be made without adversely affecting the public interest or without violation of the confidentiality of personnel. A copy of this resolution will be kept on file in the Borough Clerk's office and is available for public inspection during regular business hours.



In God We Trust

RESOLUTION # 2022-165

DATE: 10/20/2022

RESOLUTION TO APPOINT A FIRE PREVENTION SECRETARY

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓					✓
M. Connors	✓					
D. Fede	✓					
J.E.Granquist			✓			
M.E. Murphy	✓					
R. Robbins	✓				✓	

WHEREAS, the Fire Prevention Department of the Borough of Bogota is in need of a Secretary, and
WHEREAS, it is in the best interest of the Borough of Bogota appoints Patricia Morrone as the Fire Prevention Secretary.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota appoint Patricia Marrone to the position of Fire Prevention Secretary, for no more than five (5) hours per week at the rate of \$17.31 per hour, for a term that commences on October 24, 2022.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.

Yenlys Flores-Bolivard
Acting Clerk



RESOLUTION # 2022-166

DATE: 10/20/2022

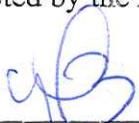
RESOLUTION TO APPOINT JOHN P. PATTERSON JR. AS PART-TIME POLICE DISPATCHER

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓					✓
M. Connors	✓					
D. Fede	✓					
J.E.Granquist			✓			
M.E. Murphy	✓					
R. Robbins	✓				✓	

WHEREAS, the Police Chief advised the need to appoint one Part time dispatcher John P. Patterson Jr.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota hereby appoint John P. Patterson Jr. of 535 Windsor Road New Milford, NJ07646 to the position of part-time civilian police dispatcher effective October 24, 2022, and they shall be paid in accordance with the most recent Borough of Bogota Salary Ordinance.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



Yenlys Flores-Bolivard
Acting Clerk



RESOLUTION # 2022-167

DATE: 10/20/2022

RESOLUTION TO APPOINT AS FULL-TIME POLICE DISPATCHER

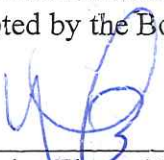
COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓					✓
M. Connors	✓					
D. Fede	✓					
J.E.Granquist			✓			
M.E. Murphy	✓					
R. Robbins	✓				✓	

WHEREAS, the Police Chief advised the need to Appoint one Full Time Dispatcher.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota hereby appoint John R. Patrick of 241 Maplewood Avenue Bogota, NJ 07603 to the position of full-time civilian police dispatcher effective October 24, 2022, and they shall be paid in accordance with the most recent Borough of Bogota Salary Ordinance.

2022-167

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



Yenlys Flores-Bolivard
Acting Clerk



RESOLUTION # 2022-168

DATE: 10/20/2022

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER
DUE TO VETERAN EXEMPTION**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓					✓
M. Connors	✓					
D. Fede	✓					
J.E.Granquist			✓			
M.E. Murphy	✓					
R. Robbins	✓				✓	


**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER
DUE TO VETERAN EXEMPTION**

WHEREAS the Assessor has granted a 100% Veteran Disabled exemption to parcel listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

NOW, THEREFORE BE IT RESOLVED by the Borough Council in the Borough of Bogota that the Collector

2022-168



Yenlys Flores-Bolivard
Acting Clerk



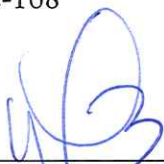
Andrea Tarantula
Tax Collector



of Taxes and Treasurer of Bogota, be and they are hereby authorized, empowered, and directed to cause to be paid to the homeowners the tax refunds due:

ADDRESS	241 MAPLEWOOD AVE		EXEMPT	2/1/2022
BLOCK	82		DATE	
LOT	15			
QUAL				
2021 PAYMENTS				
	2022	DATE	AMOUNT	DAYS
	Q1	2/4/2021	\$2,381.00	60
	Q2	5/5/2021	\$2,381.00	90
	Q3	7/30/2021	\$2,502.00	90
	TOTAL			\$ 6,470.33
REFUNDED				
	DUE			\$ 6,470.33
PAYABLE TO:				
	John Patrick			
	241 Maplewood Ave			
	Bogota, NJ 07603			

2022-168


 Yenlys Flores-Bolivard
 Acting Clerk


 Andrea Tarantula
 Tax Collector



RESOLUTION # 2022-169

DATE: 10/20/2022

RESOLUTION OF THE BOROUGH OF BOGOTA, IN THE COUNTY OF BERGEN, NEW JERSEY AUTHORIZING AND APPROVING THE EXECUTION OF THE THIRD AMENDMENT TO FINANCIAL AGREEMENT RELATED TO BLOCK 72, LOTS 1, 2, 3, 4 AND 5 AND THE FINANCIAL AGREEMENT RELATED TO BLOCK 3, LOTS 3, 4, 7, 8 AND 9.

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓					✓
M. Connors	✓					
D. Fede	✓					
J.E. Granquist			✓			
M.E. Murphy	✓					
R. Robbins	✓				✓	

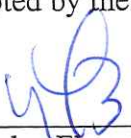
BACKGROUND

WHEREAS, the Borough Council and Borough Planning Board have engaged in multiple investigations and studies pursuant to the requirements of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. ("**Redevelopment Law**") relating to the designation of Borough property known as (i) Block 3, Lots 3, 4, 7, 8 and 9 and more commonly known as 229 West Fort Lee Road (the "**Phase II Parcel**") and (ii) Block 72, Lots 1, 2, 3, 4, and 5 and more commonly known as 172 & 250-300 West Fort Lee Road (the "**Phase I Parcel**", and together with the Phase II Parcel, the "**Property**"), "as a non-condemnation area in need of redevelopment" pursuant to the terms and requirements of the Redevelopment Law; and

WHEREAS, in connection therewith, RCB Urban Renewal, LLC's predecessor, as redeveloper (RCB is referred to herein as "**Redeveloper**"), submitted a redevelopment plan pursuant to which the Redeveloper intends to complete a redevelopment project on the Property in accordance with the Redevelopment Plan (the "**Project**"); and

2022-169

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



 Yenlys Flores-Bolivard
 Acting Clerk



WHEREAS, in connection with the undertaking of the Project, the Borough and the Redeveloper have heretofore entered into that certain Redevelopment Agreement, dated March 9, 2017, as amended by that certain First Amendment, dated May 4, 2018, as further amended by that certain Second Amendment to Redevelopment Agreement, dated August 16, 2018, (collectively, the “**Redevelopment Agreement**”), and that certain Financial Agreement, dated March 9, 2017, as amended by that certain First Amendment to Financial Agreement, dated May 4, 2018, as further amended by that certain Second Amendment to Financial Agreement, dated August 16, 2018 (collectively, the “**Financial Agreement**”), pursuant to which the Borough has designated Redeveloper as redeveloper of the Property in accordance with the Redevelopment Law, and granted a tax exemption for the Property and, in lieu of the payment of otherwise applicable taxes, the Redeveloper has agreed to pay certain structured payments to the Borough for a term of years for the improvements constructed on the Property, all as more specifically set forth in the Financial Agreement; and

WHEREAS, pursuant to Resolution 19-089 of the Borough’s governing body, the Borough approved the partial assignment of the Redevelopment Agreement and Financial Agreement, pursuant to which Redeveloper assigned, and RCB Urban Renewal II, LLC (“**RCB II**”) assumed, Redeveloper’s obligations, liabilities and responsibilities set forth in the Redevelopment Agreement and Financial Agreement, to the extent relating to the Phase II Parcel (the “**Assignment**”), with Redeveloper retaining any and all other rights, obligations, and liabilities set forth in the Redevelopment Agreement and Financial Agreement; and

WHEREAS, Redeveloper and RCB II executed that certain Assignment and Assumption Agreement, dated May 16, 2022, pursuant to which the partial assignment was consummated; and

WHEREAS, in furtherance of the Assignment, Redeveloper and RCB II have requested that the Borough authorize the execution of (1) the Third Amendment to Financial Agreement, between Redeveloper and the Borough (the “**Third Amendment**”), and (2) a Financial Agreement between RCB II and the Borough (the “**RCB II FA**”); and

2022-169

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



Yenlys Flores-Bolivard
Acting Clerk



WHEREAS, the Third Amendment and RCB II FA do not contain substantive amendments to the terms of the original Financial Agreement, rather, it memorializes the existing obligations, liabilities and responsibilities of Redeveloper and RCB II, consistent with the previously approved Assignment; and

WHEREAS, based upon the information and materials provided and the representations and warranties made by the Redeveloper and RCB II to the Borough and its professional advisors, the Borough wishes to consent to the execution of the Third Amendment and RCB II FA, in the forms attached hereto as Exhibit A and Exhibit B, respectively.

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. In accordance with the terms of the Redevelopment Agreement and Financial Agreement and other applicable law, the execution of the Third Amendment and RCB II FA, in the forms attached hereto as Exhibit A and Exhibit B, respectively, as described above is hereby authorized and approved by the Borough Council, subject to approval as to form by the Borough Attorney.

Section 2. The Mayor, Borough Administrator and Borough Clerk are each hereby authorized and directed to execute, acknowledge and deliver the Third Amendment and RCB II FA on behalf of the Borough, subject to approval as to form by the Borough Attorney.

Section 3. All actions heretofore taken and documents prepared or executed by or on behalf of the Borough by the Mayor, Borough Administrator, Borough Clerk or other Borough official, and by the Borough's professional advisors in connection with the Third Amendment and RCB II FA, are hereby ratified, confirmed, approved and adopted.

2022-169

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.

Yenlys Flores-Bolivard
Acting Clerk



Section 4. The Mayor, Borough Administrator, Borough Clerk, Borough Attorney and all other necessary Borough officials are hereby authorized and directed to execute all documents and instruments in connection with the Third Amendment and RCB II FA.

Section 5. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 6. This Resolution shall take effect immediately upon adoption.

2022-169

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



Yenlys Flores-Bolivard
Acting Clerk

FINANCIAL AGREEMENT

**Long Term Tax Exemption Agreement
N.J.S.A. 40A:20-1, et seq.**

Re: Block 3, Lots 3, 4, 7, 8 and 9, Borough of Bogota

PREAMBLE

THIS FINANCIAL AGREEMENT, is made the 20 day of October 2022 by and between **RCB URBAN RENEWAL II, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (the "LTTEL" or "Law"), having its principal office at c/o PCD Bogota, LLC Att: Jonathan Stein, Manager, 350 Main Road, Suite 201, Montville, New Jersey 07045 (the "Entity"), and the **BOROUGH OF BOGOTA**, a Municipal Corporation of the State of New Jersey, having its principal office at 375 Larch Avenue, Bogota, New Jersey 07603 (the "Borough").

RECITALS

WITNESSETH:

WHEREAS, River Development Bogota Urban Renewal, LLC ("Assignor") and Borough entered into that certain Financial Agreement dated as of March 9, 2017, as amended by the First Amendment to Financial Agreement, dated May 4, 2018, as further amended by the Second Amendment to Financial Agreement, dated August 16, 2018, attached hereto as Exhibit A (the "Original Agreement"), pursuant to which Assignor and Borough agreed to the terms of a Long Term Tax Exemption pursuant to N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"); and

WHEREAS, with the consent of the Borough pursuant to Resolution No. 17-177, Assignor assigned the Original Agreement, and RCB Urban Renewal, L.L.C. ("RCB") assumed the Original Agreement, in accordance with the terms of that certain Assignment and Assumption of Financial Agreement and Redevelopment Agreement, dated January 10, 2018; and

WHEREAS, the property which is subject to the long term tax exemption pursuant to the Original Agreement is designated as Block 72, Lots 1, 2, 3, 4 and 5, and Block 3, Lots 3, 4, 7, 8 and 9 (collectively, the "Overall Property"), as shown on the official tax maps of the Borough; and

WHEREAS, RCB Urban Renewal II, LLC ("Entity") is an affiliate of the RCB, and an Urban Renewal Entity within the meaning of the LTTE Law; and

WHEREAS, in connection with certain prospective transactions of the RCB, RCB transferred a portion of the Overall Property designated as Block 3, Lot Lots 3, 4, 7, 8 and 9 (the "Property"), to RCB II, and in connection therewith, partially assigned the Original Agreement, to the extent the Original Agreement relates to the Property, with the RCB retaining all rights and responsibilities under the Original Agreement, to the extent relating to the Overall Property, other than the Transferred Property (such remainder being Block 72, Lots 1, 2, 3, 4 and 5, the "Retained Property"); and

WHEREAS, in accordance with Article VIII of the Original Agreement, the Borough has

consented to the conveyance and transfer of the Property to RCB II pursuant to Resolution No. 19-089, and in connection therewith, the partial assignment of the Original Agreement as described above; and

WHEREAS, in order to complete the partial assignment on even date herewith the parties shall amend the Original Agreement, such that it only effects the Retained Property; and

WHEREAS, in order to accomplish the assumption of the partial assignment, the parties desire for RCB II and the Borough to enter into a separate Financial Agreement on the terms set forth herein; and

WHEREAS, the recitals set forth in the Original Agreement are hereby incorporated to this Agreement by reference, as if set forth in full herein; and

WHEREAS, a Third Amendment to the Original Agreement has been executed on 10/20, 2022, which modified the Original Agreement such that the Property shall no longer be subject to that Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. and the ordinance which authorizes this Agreement, with it being understood and agreed that the Borough expressly relies upon the facts, data and representations contained in the Application and Exhibits here above recited and incorporated by reference from the Original Agreement and adopted as if set forth in fully herein, in granting this tax exemption.

Section 1.2 Definitions

Unless specifically provided otherwise, or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Bergen County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference and control in the event of any conflict.

iii. Gross Revenue - Any and all annual gross revenue derived from or generated by the Project and received by the Entity of whatever kind or amount, whether received by the Entity as rent, gross shelter rent, or annual gross rents, as appropriate, from any tenants or, if applicable, income or fees received by the Entity from third parties, including but not limited to fees or income paid or received for parking, laundry, health club user fees or other services (such as lease premiums for views, fireplaces, etc.). No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party, except for customary operating expenses of commercial tenants such as utilities, insurance, and taxes (including payments in lieu of taxes) which shall be deducted from Gross Revenue based on the actual amount of such costs incurred.

iv. Annual Service Charge - The amount the Entity has agreed to pay the Borough for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12.

v. Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements, and appropriate schedules, and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the Borough authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the project for a period equal to the term of this agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean RCB Urban Renewal II, LLC, or other qualified urban renewal entity, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5 and receives an approved assignment of this Agreement. It shall also include any subsequent purchasers, ground lessees, or successors in interest of the Project, provided they are formed and operate under the Law or are otherwise permitted to succeed to the Entity's interest in this Agreement under the Law and this Agreement.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the Borough may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. and the ordinance which authorized the execution of this Agreement and all other relevant Federal, State or Borough statutes, ordinances, resolutions, rules and regulations.

xv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Gross Revenues of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but: (1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all payments to the Borough of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method - equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and (2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors,

officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity, or any other exclusions permitted pursuant to law.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the Borough that the Project, in whole or in part, is ready for the use intended, as evidenced by the issuance of a Certificate of Occupancy for the applicable portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xxii. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included in Total Project Cost all amounts allowable under N.J.S.A. 40A:20-3(h) including the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. Total Project Cost shall also include acquisition, expenses, costs and all soft costs including engineering, architectural, legal and expediting fees and expenses associated with acquisition and approvals on the project.

ARTICLE II – APPROVAL

Section 2.1 Approval of Tax Exemption

The Borough hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the Borough as: Block 3, Lots 3,4, 7, 8, and 9.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as **Exhibit B**. The Certificate of Formation has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

The Project on the Property anticipated to be developed by the Entity is proposed to consist of one (1) building (a "Building"), Riverwalk, Parking and associated site improvements (the "Project"). The Improvements to be constructed in connection with the Project are as set forth in the Planning Board Resolution of Approval dated December 13, 2016, attached to the Original Agreement as **Exhibit T** and as depicted on the site plan attached as **Exhibit F** to the Original Agreement and architectural plans

attached as **Exhibit S** to the Original Agreement together with such other Improvements at the Property as may be subsequently approved by the Planning Board consistent with the Law.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake construction in accordance with the Estimated Construction Schedule, attached to the Original Agreement as **Exhibit R**.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the Property upon which the Project is to be constructed and once the Project is constructed, will own and manage and control the Project. The Borough acknowledges that the Entity may enter into a management agreement for the Project. The Borough acknowledges that the Entity may enter into future management agreements so long as such agreements are not used to reduce the Borough's economic benefits under this Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the financial plans attached to the Original Agreement as **Exhibit P**. The Plan sets forth estimated Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Statement of Rental Schedules and Lease Terms

The Entity represents that its good faith projections of the initial rental schedules and lease terms are set forth in **Exhibit U** to the Original Agreement.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement and the tax exemption granted herein shall remain in effect for thirty (30) years. The tax exemption shall only be effective so long as the Project is owned by an urban renewal entity formed and operating under the Law, other permitted successor, purchaser, or assignee permitted under the Law or this Agreement. For avoidance of doubt, it is the intention of the parties that the exemption as to each Building (as defined herein and in the Original Agreement) will commence upon Substantial Completion of that Building, so that each Building will be eligible for an exemption in accordance with the phased Annual Service Charge schedule provided in this Agreement that will be for a term of up to 30 years from the date of Substantial Completion, but in no event longer than 30 years from the date of execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge.

In consideration of the tax exemption, the Entity shall make the following payments to the Borough:

Borough Annual Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to not less than 10% of the Entity's Annual Gross Revenue subject to the Staged Adjustments set forth in Section 4.2. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue as shown on **Exhibit O** to the

Original Agreement, adjusted on a per Building basis, less a set 5% vacancy rate allocation as set forth in **Exhibit O** to the Original Agreement. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

A Minimum Annual Service Charge shall be due beginning on the effective date of this Agreement. The Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

County Service Charge: In accordance with the Law, the Borough shall remit an amount equal to 5% of the Annual Service Charge received from the Entity to the County.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20- 12(b) as follows:

Stage One: From the 1st day of the month following Substantial Completion until the last day of the 15th year, the Annual Service Charge shall be ten percent (10%) of Annual Gross Revenue.

Stage Two: Beginning on the 1st day of the 16th year following Substantial Completion until the last day of the 20th year, an amount equal to the greater of the Annual Service Charge of eleven percent (11%) of Annual Gross Revenue or twenty percent (20%) of the amount of the taxes otherwise due on the value of the land and Improvements.

Stage Three: Beginning on the 1st day of the 21st year following the Substantial Completion until the last day of the 22nd year, an amount equal to the greater of the Annual Service Charge of thirteen percent (13%) of Annual Gross Revenue or forty percent (40%) of the amount of the taxes otherwise due on the value of the land and Improvements.

Stage Four: Beginning on the 1st day of the 23rd year following Substantial Completion until the last day of the 23rd year, an amount equal to the greater of the Annual Service Charge of thirteen percent (13%) of Annual Gross Revenue or sixty percent (60%) of the amount of the taxes otherwise due on the value of the land and Improvements.

Final Stage: Beginning on the 1st day of the 24th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge of 15% or eighty percent (80%) of the amount of the taxes otherwise due on the value of the land and Improvements.

Section 4.3 Credits

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the entity fails to make any Land Tax Payments when due and owing, and fails to cure within ninety (90) days thereafter such delinquency shall render the Entity ineligible for any Land Tax Payment credits against the Annual Service Charge for that quarter. No credit will be applied against the Annual Service Charge for partial payments of Land Taxes. In addition, the Borough shall have, among

this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the Borough in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two percent (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge. In the event that the Entity fails to timely pay the Administrative Fee, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

Section 4.6 Reserved.

Section 4.7 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including adjustments thereto, Administrative Fees, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - CERTIFICATE OF OCCUPANCY

Section 5.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner.

Section 5.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy. Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the Borough, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

ARTICLE VI - ANNUAL REPORTS

Section 6.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 6.2 Periodic Reports

A. An Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that the Agreement shall continue in effect, the Entity shall submit to the governing body and the Tax Assessor, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to: the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year.

B. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the governing body, the Tax Collector and the Borough Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Borough may request from time to time.

Section 6.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the Borough. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity. All reasonable costs incurred by the Borough to conduct the audit, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the Borough as an adjustment in favor of the Borough of the Entity's Annual Service Charge due for that year. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VII - LIMITATION OF PROFITS AND RESERVES

Section 7.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15. The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue. Pursuant to N.J.S.A. 40A:20-14(b) there is expressly excluded from the calculation of Gross Revenue and Net Profit in the determination of Excess Profit, any gain realized by the Entity on the sale of any condominium unit, whether or not taxable under federal or state law.

Section 7.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any fiscal year, shall exceed the Allowable Net Profits for such period, then the Entity, within one hundred and twenty (120) days after the end of such fiscal year, shall pay such excess Net Profits to the Borough as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 7.1. The calculation of the entity's excess net profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this agreement even though those costs may have been deducted from the

project costs for purposes of calculating the Annual Service Charge.

Section 7.3 Payment of Reserve/Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the Borough the amount of the reserve, if any, maintained by it pursuant to this section and the excess Net Profit, if any.

ARTICLE VIII - ASSIGNMENT AND/OR ASSUMPTION

Section 8.1 Approval

Any sale or transfer of the Project shall be void unless approved in advance by resolution of the governing body, except as otherwise provided in this Agreement. It is understood and agreed that the Borough, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project to another urban renewal entity and the transfer of this Agreement to the purchasing entity provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement is fully assumed by the new Entity; 5) the Entity shall pay the Borough a transfer fee equal to 2% of the then current Annual Service Charge as required by N.J.S.A. 40A:20-1 et seq. It is agreed upon that a cumulative assignment of 50% or less of interest in the entity is not considered an assignment and/or assumption under this Article and requires no approval from the Borough.

Section 8.2 Fee

Where the consent or approval of the Borough is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the Borough a new tax exemption application fee for the legal and administrative services of the Borough, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

Section 8.3 Sale or Conveyance of a Portion of the Project

In accordance with N.J.S.A. 40A:20-10a-d:

(a) The Borough will consent to a sale of units ("Project Units") within the Project to purchasers of units in condominium ("Project Unit Purchasers") if the Project or any portion thereof has been devoted to condominium ownership, and to their successors, assigns, all owning no other condominium unit within the Project at the time of the transfer, all in accordance with N.J.S.A. 40A:20-1 et seq., the terms of which are incorporated by reference. In the event the Project or a portion thereof is devoted to condominium ownership, then Annual Gross Revenue of each Project Unit Purchaser for purposes of calculating the Annual Service Charge payable by each Project Unit Purchaser will be determined in accordance with N.J.S.A. 40A:20-14, the terms of which are incorporated by reference.

(b) The Borough will consent to a sale of the Project or a portion thereof, if applicable, to Project Unit Purchasers of Project Units in fee simple, if the Project or a portion thereof has been devoted to fee simple ownership, and to their successors, assigns, all owning (in the case of housing) no other fee simple unit of a Project at the time of the transfer, and that, upon assumption by the fee simple Project Unit Purchaser of the transferor's obligations under the financial agreement, the tax exemption of the Project Improvements shall continue and inure to the fee simple Project Unit Purchaser, his respective successors or assigns. The provisions of this subsection shall not be construed to authorize the sale of the Project or any Project Units between an urban renewal entity and a for-profit developer, but shall not limit the Entity's ability to transfer the Project or a portion thereof to another urban renewal entity, so long as the relevant prerequisites to such transfer are met in accordance with this Agreement.

(c) In accordance with N.J.S.A. 40A:20-1 et seq., in the case of any such assignment or sale the Borough may levy an administrative fee, not to exceed two percent (2%) of the Annual Service Charge, for the processing of any such request for the continuation of the tax exemption granted herein, which if assessed, shall be charged to the Project Unit Purchaser or other appropriate assignee during the first year of the Project Unit or other exemption.

ARTICLE IX - COMPLIANCE

Section 9.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. The Entity's failure to comply with the Law and this Agreement, subject to any available cure periods, shall constitute a Default under this Agreement and the Borough shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE X - DEFAULT

Section 10.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period. In the event a portion of the Project has been conveyed in accordance with this Agreement (for instance, in the case of a Project Unit Purchaser), a default by one party subject to this Agreement shall not constitute a default as to all parties under this Agreement. In the event that there are multiple parties that are subject to this Agreement, the Borough, seeking to enforce a default, must do so against only the defaulting party individually.

Section 10.2 Cure Upon Default

Should any party subject to this Agreement be in Default (a "Defaulting Party"), the Borough shall send written notice to the Defaulting Party of the Default ("Default Notice"). The Default Notice shall set forth with particularity the basis of the alleged Default. The Defaulting Party shall have ninety (90) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Defaulting Party. However, if, in the reasonable opinion of the Borough, the Default cannot be cured within ninety (90) days using reasonable diligence, the Borough will extend the time to cure. Subsequent to such ninety (90) days, or any approved extension, the Borough shall have the right to terminate this Agreement in accordance with Section 11.1. Should the Defaulting Party be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, the Defaulting Party shall not be subject to the default procedural remedies as provided herein but shall allow the Borough to proceed immediately to terminate the Agreement as provided in Article XI herein.

Section 10.3 Remedies Upon Default

The Borough shall, among its other remedies, have the right to proceed against the property of the Defaulting Party pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default and terminate this Agreement. Any default arising out of the Defaulting Party's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article X herein, but shall allow the Borough to proceed immediately, subject to the requirements of applicable Law, to terminate the Agreement as provided in Article XI. All of the remedies provided in this Agreement to the Borough, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the Borough of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge,

Annual Service Charge, or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article VIII, the Borough among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XI - TERMINATION

Section 11.1 Termination Upon Default of the Entity

In the event the Entity (or any Defaulting Party) fails to cure or remedy the Default within the time period provided in Section 10.2, the Borough may terminate this Agreement upon thirty (30) days written notice to the Entity (or Defaulting Party) ("Notice of Termination").

Section 11.2 Voluntary Termination by the Entity

The Entity may after the expiration of one year from the Substantial Completion of the Project notify the Borough that as of a certain date designated in the notice, it relinquishes its status as a tax exempt Project. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. The provisions of N.J.S.A. 40A:20-13 are hereby incorporated by reference.

Section 11.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the Borough the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 11.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough.

ARTICLE XII - DISPUTE RESOLUTION

Section 12.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to Arbitration before a retired Bergen

County Superior Court Judge to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne equally by the parties. The parties agree that the Entity may not file an action in Superior Court or Arbitration unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Borough of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the Borough has under law, in equity, or under any provision of this Agreement.

ARTICLE XIV - INDEMNIFICATION

Section 14.1 Indemnification

It is understood and agreed that in the event the Borough shall be named as party defendant in any action alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., other than claims asserted by the Entity, the Entity shall indemnify and hold the Borough harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs, through trial and all stages of any appeal, including the cost of enforcing this indemnity) arising out of Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the Borough maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the Borough. It is understood that the obligation to indemnify and hold the Borough harmless shall not apply to the intentional acts of the Borough or any of its employees, agents or servants.

ARTICLE XV - NOTICE

Section 15.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 15.2 Sent by Borough

When sent by the Borough to the Entity the notice shall be addressed to:

RCB Urban Renewal II, LLC
c/o PCD Bogota, LLC
Att: Jonathan Stein, Manager
350 Main Road, Suite 201
Montville, New Jersey 07045

and with a copy to:

Michael A. Bruno, Esq.
Giordano, Halleran & Ciesla, PC
125 Half Mile Road, Suite 300
Red Bank, NJ 07701

unless prior to giving of notice the Entity shall have notified the Borough accordance with this Agreement, of the name and address of Entity's Mortgagee, the Borough agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity. In the case of assignees or Project Unit Purchasers, the Borough shall provide notice to the address on file in the tax records of the Borough unless otherwise directed in writing.

Section 15.3 Sent by Entity

When sent by the Entity to the Borough, it shall be addressed to:

ATTN: Borough Administrator
Borough of Bogota
375 Larch Avenue
Bogota, NJ 07603

and with a copy to:
William R. Betesh, Esq.
Boggia, Boggia, Betesh & Voytus, LLC
71 Mt. Vernon Street
Ridgefield Park, NJ 07660

with copies sent to the Tax Assessor and the Tax Collector, unless prior to the giving of notice, the Borough shall have notified the Entity otherwise. The notice to the Borough shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVI - SEVERABILITY

Section 16.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the Borough shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the Borough.

ARTICLE XVII - MISCELLANEOUS

Section 17.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

Section 17.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 17.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 17.4 Entire Document

This Agreement and all conditions in the ordinance of the governing body approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 17.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the Borough.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the
20 day of oct, 2022.

RCB URBAN RENEWAL II, LLC

By: _____
Name: Jonathan D. Stein
Title: Manager

BOROUGH OF BOGOTA


By: _____
Name: Christopher M. Kelemen
Title: Mayor

THIRD AMENDMENT TO
FINANCIAL AGREEMENT

THIS THIRD AMENDMENT TO FINANCIAL AGREEMENT ("First Amendment") is made as of this oct day of 20, 2022, by and between **RCB URBAN RENEWAL, L.L.C.** ("Entity"), and **BOROUGH OF BOGOTA, NEW JERSEY** (the "Borough", and collectively with Entity, the "Parties").

RECITALS

WHEREAS, River Development Bogota Urban Renewal, LLC ("Assignor") and Borough entered into that certain Financial Agreement dated as of March 9, 2017, as amended by the First Amendment to Financial Agreement, dated May 4, 2018, as further amended by the Second Amendment to Financial Agreement, dated August 16, 2018, attached hereto as Exhibit A (the "Agreement"), pursuant to which Assignor and Borough agreed to the terms of a Long Term Tax Exemption pursuant to N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"); and

WHEREAS, with the consent of the Borough pursuant to Resolution No. 17-177, Assignor assigned the Agreement, and Entity assumed the Agreement, in accordance with the terms of that certain Assignment and Assumption of Financial Agreement and Redevelopment Agreement, dated January 10, 2018; and

WHEREAS, the property which is subject to the long term tax exemption pursuant to the Agreement is designated as Block 72, Lots 1, 2, 3, 4 and 5, and Block 3, Lots 3, 4, 7, 8 and 9 (collectively, the "Overall Property"), as shown on the official tax maps of the Borough; and

WHEREAS, RCB Urban Renewal II, LLC ("RCB II") is an affiliate of the Entity, and an Urban Renewal Entity within the meaning of the LTTE Law; and

WHEREAS, in connection with certain prospective transactions of the Entity, Entity transferred a portion of the Overall Property designated as Block 3, Lots 3, 4, 7, 8 and 9 (the "Transferred Property"), to RCB II, and in connection therewith, partially assigned the Agreement, to the extent the Agreement relates to the Transferred Property, with the Entity retaining all rights and responsibilities under the Agreement, to the extent relating to the Overall Property, other than the Transferred Property (such remainder being Block 72, Lots 1, 2, 3, 4 and 5, known as, the "Retained Property"); and

WHEREAS, in accordance with Article VIII of the Agreement, the Borough has consented to the conveyance and transfer of the Transferred Property to RCB II pursuant to Resolution No. 19-089, and in connection therewith, the partial assignment of the Agreement as described above; and

WHEREAS, in order to complete the partial assignment, the parties desire to (1) amend the Agreement, such that it only effects the Retained Property, and (2) for RCB II and the Borough to enter into a separate Financial Agreement on substantially similar terms, but solely relating to the Transferred Property, which is attached hereto as Exhibit B; and

WHEREAS, in connection with the consummation of the partial assignment, the Parties now desire to amend the Agreement as more fully set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, other good and valuable consideration the receipt of which is acknowledged hereby, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **DEFINITIONS/RECITALS.** The Recitals set forth above are true and correct and by this reference are incorporated herein in their entirety. Any terms not otherwise defined herein, or expressly modified herein shall have the same meaning ascribed to it in the Agreement.
2. **AMENDMENTS TO AGREEMENT.**
 - a. The Agreement is amended to reflect that the Property subject to the Agreement is the Retained Property, designated as Block 72, Lots 1, 2, 3, 4 and 5, and the Transferred Property is no longer subject to the Agreement.
3. **MISCELLANEOUS.**
 - a. This Third Amendment shall be governed by the laws of the State of New Jersey without regard to conflict of laws.
 - b. Except as amended herein, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Third Amendment and the Agreement, this Third Amendment shall control.
 - c. If any term or provision of this Third Amendment or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Third Amendment shall not be affected thereby, and each other term and provision of this Third Amendment shall be valid and shall be enforced to the extent permitted by law.
 - d. This Third Amendment may be executed in one or more counterparts and shall become binding on the parties and such counterparts shall constitute one and the same instrument upon the date that both parties have executed this Third Amendment.

[Signatures follow on next page]

IN WITNESS WHEREOF, each party hereto has executed this Third Amendment or caused it to be executed on its behalf by its duly authorized representatives, with the intention of creating a document under seal on the date first above written.

Entity:

RCB URBAN RENEWAL, L.L.C.

By: _____

Name: Jonathan D. Stein

Title: Manager

Borough:

BOROUGH OF BOGOTA

By: _____

Name:

Title: Mayor

EXHIBIT A
Financial Agreement

EXHIBIT B
RCB II FINANCIAL AGREEMENT (TRANSFERRED PROPERTY)



In God We Trust

RESOLUTION # 2022-171

DATE: 10/20/2022

CONDITIONAL OFFER OF EMPLOYMENT

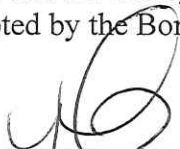
COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	/					/
M. Connors	/					
D. Fede	/					
J.E.Granquist			/			
M.E. Murphy	/				/	
R. Robbins	/					

WHEREAS, the Mayor and Council wish to make an employment offer to Laura Skakiri for the full time position of Police Officer with the Borough of Bogota Police Department; and,

WHEREAS, the aforementioned offer of employment is conditioned upon Ms. Skakiri successfully completing the following steps and meeting the established standards for the position of police officer. These standards are contained in applicable federal and state statues and the Borough of Bogota's administrative regulations. The steps to be completed are as follows:

- 1- Satisfactorily completing a background investigation (including a driver abstract) conducted in accordance with guidelines established by the Borough of Bogota for its Police Department employees;
2. Submitting to a passing drug test;
3. Satisfactorily completing a psychiatric examination; and,

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



Yenlys Flores-Bolivard
Acting Clerk



In God We Trust

4- Satisfactorily completing a physical examination

WHEREAS, any significant discrepancies in the information given during any of the steps above can be the basis for removal from the eligibility list; and,

WHEREAS, if the above requirements are successfully completed, then Ms. Skakiri will either receive a final offer of employment and be hired immediately, or be placed in a pool of qualified applicants for when future vacancies occur. The qualified pool will be used for hiring until the eligibility list from which it was created expires.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that the Borough Clerk is hereby directed to issue Ms. Skakiri conditional offer of employment to the Bogota Police Department, in accordance with the terms and conditions set forth herein.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.

A handwritten signature in black ink, appearing to be "YF", written over a horizontal line.

Yenlys Flores-Bolivard
Acting Clerk



In God We Trust

RESOLUTION # 2022-172

DATE: 10/20/2022

CONDITIONAL OFFER OF EMPLOYMENT

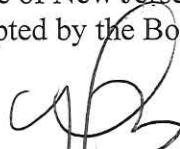
COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	/					/
M. Connors	/					
D. Fede	/				/	
J.E.Granquist			/			
M.E. Murphy	/					
R. Robbins	/					

WHEREAS, the Mayor and Council wish to make an employment offer to **Mark R. Alvarez** for the full time position of Police Officer with the Borough of Bogota Police Department; and,

WHEREAS, the aforementioned offer of employment is conditioned upon Mr. Alvarez successfully completing the following steps and meeting the established standards for the position of police officer. These standards are contained in applicable federal and state statutes and the Borough of Bogota's administrative regulations. The steps to be completed are as follows:

- 1- Satisfactorily completing a background investigation (including a driver abstract) conducted in accordance with guidelines established by the Borough of Bogota for its Police Department employees;
2. Submitting to a passing drug test;
3. Satisfactorily completing a psychiatric examination; and,

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



Yenlys Flores-Bolivard
Acting Clerk



In God We Trust

- 4- Satisfactorily completing a physical examination

WHEREAS, any significant discrepancies in the information given during any of the steps above can be the basis for removal from the eligibility list; and,

WHEREAS, if the above requirements are successfully completed, then Mr. Alvarez will either receive a final offer of employment and be hired immediately, or be placed in a pool of qualified applicants for when future vacancies occur. The qualified pool will be used for hiring until the eligibility list from which it was created expires.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that the Borough Clerk is hereby directed to issue Mark R. Alvarez a conditional offer of employment to the Bogota Police Department, in accordance with the terms and conditions set forth herein.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota in the County of Bergen in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota in the County of Bergen in the State of New Jersey.



Yenlys Flores-Bolivard
Acting Clerk

R E S O L U T I O N

COUNCIL	YES	NO	AB-STAIN	AB-SENT
R. ROBBINS	✓			
M. CONNORS	✓			
D. FEDE	✓			
C. CARPENTER	✓			
M. MURPHY	✓			
J. GRANQUIST				✓
MAYOR (Tie Vote Only)				
C. KELEMEN				



DATE October 18, 22

MOTION Carpenter

SECOND Murphy

Carried Defeated Tabled

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	2,009,289.86
Total fund 04 General Capital Fund	195,125.83
Total fund 14 Trust Fund - Other	66,515.31
Total fund 16 ACCUTRACK ACCOUNT	7,966.00
Total fund 19 COAH	200.00
GRAND TOTAL:	2,279,097.00

Bills List**BOROUGH OF BOGOTA**

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1001-000			Appropriation Control General Administration - S&W		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	5,308.33	10/12/22
Total for		Appropriation Control General Administration -		5,308.33	
<u>Department Total:</u>		<u>Appropriation Control General Administration -</u>		<u>5,308.33</u>	
01-2010-20-1002-002			Appropriation Control General Administration - O/E		
221224	10/04/22	CAESARS ATLANTIC CITY NJLM	2022 HOTEL RESERVATIONS	477.00	10/06/22
Total for		Appropriation Control General Administration -		477.00	
<u>Department Total:</u>		<u>Appropriation Control General Administration -</u>		<u>477.00</u>	
01-2010-20-1101-000			Appropriation Control Mayor & Council - S&W Salary &		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	744.18	10/12/22
Total for		Appropriation Control Mayor & Council - S&W		744.18	
<u>Department Total:</u>		<u>Appropriation Control Mayor & Council - S&W</u>		<u>744.18</u>	
01-2010-20-1102-000			Appropriation Control Mayor & Council - O/E Other		
221224	10/04/22	CAESARS ATLANTIC CITY NJLM	2022 HOTEL RESERVATIONS	2,385.00	10/06/22
Total for		Appropriation Control Mayor & Council - O/E		2,385.00	
<u>Department Total:</u>		<u>Appropriation Control Mayor & Council - O/E</u>		<u>2,385.00</u>	
01-2010-20-1201-000			Appropriation Control Municipal Clerk - S&W Salary &		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	3,865.46	10/12/22
Total for		Appropriation Control Municipal Clerk - S&W		3,865.46	
<u>Department Total:</u>		<u>Appropriation Control Municipal Clerk - S&W</u>		<u>3,865.46</u>	
01-2010-20-1202-000			Appropriation Control Municipal Clerk - O/E Other		
221224	10/04/22	CAESARS ATLANTIC CITY NJLM	2022 HOTEL RESERVATIONS	477.00	10/06/22
221197	10/03/22	LITHOTONE CO.	INV# 1265; BORO ADMIN	40.00	10/18/22
221104	09/09/22	MGL PRINTING SOLUTIONS	1219; BIRTH/MARRIAGE/DEATH	712.00	10/18/22
221237	10/11/22	NORTH JERSEY MEDIA	VARIOUS INV FOR PUBLIC	4,813.26	10/18/22
221240	10/11/22	YENLYS FLORES-BOLIVAR	BREAKFAST FOR FURNITURE	52.89	10/18/22
Total for		Appropriation Control Municipal Clerk - O/E		6,095.15	
<u>Department Total:</u>		<u>Appropriation Control Municipal Clerk - O/E</u>		<u>6,095.15</u>	
01-2010-20-1301-000			Appropriation Control Financial Administration - S&W		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	733.24	10/12/22
Total for		Appropriation Control Financial Administration		733.24	
<u>Department Total:</u>		<u>Appropriation Control Financial Administration</u>		<u>733.24</u>	
01-2010-20-1302-000			Appropriation Control Financial Administration - O/E		
221274	10/17/22	BATTAGLIA ASSOCIATES, BO-2022-10;	OCTOBER 2022	9,639.00	10/18/22
221272	10/13/22	CMRS-FP	REPLENISH POSTAGE MACHINE	3,000.00	10/13/22
Total for		Appropriation Control Financial Administration		12,639.00	
01-2010-20-1302-002			Appropriation Control Financial Administration - O/E		
221269	10/12/22	ACTION DATA SERVICES	DEMAND DEBIT - 10/12/2022	539.91	10/12/22
Total for		Appropriation Control Financial Administration		539.91	
<u>Department Total:</u>		<u>Appropriation Control Financial Administration</u>		<u>13,178.91</u>	
01-2010-20-1352-000			Appropriation Control Audit Services - O/E Other		
221173	09/27/22	LERCH, VINCI & HIGGINS	8655; 2021 ANNUAL AUDIT	40,000.00	10/18/22

Bills List

BOROUGH OF BOGOTA

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Total for		Appropriation Control Audit Services - O/E		40,000.00	
<u>Department Total:</u>		<u>Appropriation Control Audit Services - O/E</u>		<u>40,000.00</u>	
<hr/>					
01-2010-20-1402-001		Appropriation Control Data Processing - O/E			
221265	10/13/22	TRI-STATE TECHNICAL	INV# 39719; SETUP COMPS IN	190.00	10/18/22
221292	10/18/22	TRI-STATE TECHNICAL	INV# 32861 & 32901;	140.00	10/18/22
Total for		Appropriation Control Data Processing - O/E		330.00	
<u>Department Total:</u>		<u>Appropriation Control Data Processing - O/E</u>		<u>330.00</u>	
<hr/>					
01-2010-20-1451-000		Appropriation Control Revenue Administration - S&W			
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	433.50	10/12/22
Total for		Appropriation Control Revenue Administration -		433.50	
<u>Department Total:</u>		<u>Appropriation Control Revenue Administration -</u>		<u>433.50</u>	
<hr/>					
01-2010-20-1452-000		Appropriation Control Revenue Administration - O/E Other			
221274	10/17/22	BATTAGLIA ASSOCIATES, BO-2022-10;	OCTOBER 2022	6,211.80	10/18/22
221280	10/18/22	DIRECT MAIL DEPOT	09-092268; 2022 TAX BILLS	557.49	10/18/22
Total for		Appropriation Control Revenue Administration -		6,769.29	
<u>Department Total:</u>		<u>Appropriation Control Revenue Administration -</u>		<u>6,769.29</u>	
<hr/>					
01-2010-20-1501-000		Appropriation Control Tax Assessment - S&W Salary &			
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	692.88	10/12/22
Total for		Appropriation Control Tax Assessment - S&W		692.88	
<u>Department Total:</u>		<u>Appropriation Control Tax Assessment - S&W</u>		<u>692.88</u>	
<hr/>					
01-2010-20-1552-001		Appropriation Control Legal Services - O/E Retainer -			
220280	03/01/22	BOGGIA & BOGGIA, LLC	2022 RETAINER MUNICIPAL	6,500.00	10/18/22
220280	03/01/22	BOGGIA & BOGGIA, LLC	2022 RETAINER MUNICIPAL	6,500.00	10/18/22
Total for		Appropriation Control Legal Services - O/E		13,000.00	
<hr/>					
01-2010-20-1552-002		Appropriation Control Legal Services - O/E Other Matters			
221279	10/17/22	BOGGIA & BOGGIA, LLC	PROF SRVCS THROUGH 8/31/22	4,222.30	10/18/22
Total for		Appropriation Control Legal Services - O/E		4,222.30	
<u>Department Total:</u>		<u>Appropriation Control Legal Services - O/E</u>		<u>17,222.30</u>	
<hr/>					
01-2010-20-1652-000		Appropriation Control Engineering Services - O/E Other			
221257	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	2,373.70	10/18/22
221259	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	3,473.00	10/18/22
221260	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,880.00	10/18/22
221261	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,017.00	10/18/22
221262	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	942.00	10/18/22
221263	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	2,338.63	10/18/22
221264	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	4,240.75	10/18/22
Total for		Appropriation Control Engineering Services -		16,265.08	
<u>Department Total:</u>		<u>Appropriation Control Engineering Services -</u>		<u>16,265.08</u>	
<hr/>					
01-2010-21-1801-000		Appropriation Control Planning/Zoning Board - S&W			
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	108.24	10/12/22
Total for		Appropriation Control Planning/Zoning Board -		108.24	
<u>Department Total:</u>		<u>Appropriation Control Planning/Zoning Board -</u>		<u>108.24</u>	

Bills List**BOROUGH OF BOGOTA**

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-22-1951-000			Appropriation Control Construction Code - S&W Salary &		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	5,084.36	10/12/22
Total for		Appropriation Control Construction Code - S&W		5,084.36	
<u>Department Total:</u>		<u>Appropriation Control Construction Code - S&W</u>		<u>5,084.36</u>	
01-2010-22-2001-000			Appropriation Control Property Maintenance - S&W Salary		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	1,282.50	10/12/22
Total for		Appropriation Control Property Maintenance -		1,282.50	
<u>Department Total:</u>		<u>Appropriation Control Property Maintenance -</u>		<u>1,282.50</u>	
01-2010-25-2401-000			Appropriation Control Police - S&W Regular		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	71,080.05	10/12/22
Total for		Appropriation Control Police - S&W Regular		71,080.05	
01-2010-25-2401-002			Appropriation Control Police - S&W Overtime		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	6,827.38	10/12/22
Total for		Appropriation Control Police - S&W Overtime		6,827.38	
01-2010-25-2401-005			Appropriation Control Police - S&W School Security		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	3,784.50	10/12/22
Total for		Appropriation Control Police - S&W School		3,784.50	
<u>Department Total:</u>		<u>Appropriation Control Police - S&W</u>		<u>81,691.93</u>	
01-2010-25-2402-002			Appropriation Control Police - O/E Equipment Maintenance		
221147	09/19/22	TRAFFIC SAFETY & EST# 091622kc1; 12 LBS OCT		-368.60	10/06/22
Total for		Appropriation Control Police - O/E Equipment		-368.60	
01-2010-25-2402-004			Appropriation Control Police - O/E Computer / IT		
221292	10/18/22	TRI-STATE TECHNICAL INV# 32861 & 32901;		164.00	10/18/22
Total for		Appropriation Control Police - O/E Computer /		164.00	
01-2010-25-2402-006			Appropriation Control Police - O/E Uniforms		
221243	10/11/22	SIGN A RAMA, USA INV-72583; POLICE REFLECTIVE		320.00	10/18/22
Total for		Appropriation Control Police - O/E Uniforms		320.00	
<u>Department Total:</u>		<u>Appropriation Control Police - O/E</u>		<u>115.40</u>	
01-2010-25-2411-000			Appropriation Control Police Clerical - S&W Salary &		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	487.69	10/12/22
Total for		Appropriation Control Police Clerical - S&W		487.69	
<u>Department Total:</u>		<u>Appropriation Control Police Clerical - S&W</u>		<u>487.69</u>	
01-2010-25-2421-000			Appropriation Control Crossing Guards - S&W Salary &		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	2,806.10	10/12/22
Total for		Appropriation Control Crossing Guards - S&W		2,806.10	
<u>Department Total:</u>		<u>Appropriation Control Crossing Guards - S&W</u>		<u>2,806.10</u>	
01-2010-25-2501-000			Appropriation Control Police Dispatching/911 - S&W		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	7,494.22	10/12/22
Total for		Appropriation Control Police Dispatching/911 -		7,494.22	
<u>Department Total:</u>		<u>Appropriation Control Police Dispatching/911 -</u>		<u>7,494.22</u>	
01-2010-25-2522-000			Appropriation Control OEM - O/E Other Expenses		
221268	10/13/22	CONNELL CONSULTING LLCSEMINAR 12/1/2022; G GOLE		149.00	10/18/22
Total for		Appropriation Control OEM - O/E Other Expenses		149.00	

Bills List

BOROUGH OF BOGOTA

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<u>Department Total:</u>		<u>Appropriation Control OEM - O/E</u>		<u>149.00</u>	
<hr/>					
01-2010-25-2552-001	Appropriation Control Fire - O/E Other Expenses				
221121	09/13/22	FERRARA FIRE	NRO# 14212; REPAIRS TO	4,700.00	10/18/22
221122	09/13/22	FERRARA FIRE	NRO# 14210; REPAIRS TO	1,142.63	10/18/22
Total for		Appropriation Control Fire - O/E Other		5,842.63	
<u>Department Total:</u>		<u>Appropriation Control Fire - O/E</u>		<u>5,842.63</u>	
<hr/>					
01-2010-25-2651-000	Appropriation Control Uniform Fire Safety - S&W Salary &				
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	1,599.47	10/12/22
Total for		Appropriation Control Uniform Fire Safety -		1,599.47	
<u>Department Total:</u>		<u>Appropriation Control Uniform Fire Safety -</u>		<u>1,599.47</u>	
<hr/>					
01-2010-25-2652-001	Appropriation Control Uniform Fire Safety - O/E Other				
221167	09/20/22	SCOTT GRAPHICS	BUSINESS CARDS;	280.00	10/18/22
Total for		Appropriation Control Uniform Fire Safety -		280.00	
<hr/>					
01-2010-25-2652-002	Appropriation Control Uniform Fire Safety - O/E Fire				
221245	10/11/22	VEOLIA WATER NEW	SEPTEMBER-OCTOBER HYDRANTS	5,820.96	10/11/22
Total for		Appropriation Control Uniform Fire Safety -		5,820.96	
<u>Department Total:</u>		<u>Appropriation Control Uniform Fire Safety -</u>		<u>6,100.96</u>	
<hr/>					
01-2010-26-2901-000	Appropriation Control DPW - S&W Regular				
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	27,172.88	10/12/22
Total for		Appropriation Control DPW - S&W Regular		27,172.88	
<hr/>					
01-2010-26-2901-002	Appropriation Control DPW - S&W Overtime				
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	738.29	10/12/22
Total for		Appropriation Control DPW - S&W Overtime		738.29	
<u>Department Total:</u>		<u>Appropriation Control DPW - S&W</u>		<u>27,911.17</u>	
<hr/>					
01-2010-26-2902-002	Appropriation Control DPW - O/E Miscellaneous				
221224	10/04/22	CAESARS ATLANTIC CITY NJLM	2022 HOTEL RESERVATIONS	0.00	10/06/22
221224	10/04/22	CAESARS ATLANTIC CITY NJLM	2022 HOTEL RESERVATIONS	477.00	10/06/22
221227	10/06/22	COSTCO BUSINESS CENTER	FALL FEST CANDY & BORO HALL	443.20	10/18/22
Total for		Appropriation Control DPW - O/E Miscellaneous		920.20	
<hr/>					
01-2010-26-2902-007	Appropriation Control DPW - O/E Office Supplies				
221236	10/11/22	DIAMOND ROCK SPRING	INV# 188145; 5 GALLONS OF	25.00	10/18/22
Total for		Appropriation Control DPW - O/E Office		25.00	
<hr/>					
01-2010-26-2902-008	Appropriation Control DPW - O/E Tools & Equipment				
221258	10/13/22	GOOSETOWN	INV# 149081; RADIO CONTRACT	69.98	10/18/22
Total for		Appropriation Control DPW - O/E Tools &		69.98	
<u>Department Total:</u>		<u>Appropriation Control DPW - O/E</u>		<u>1,015.18</u>	
<hr/>					
01-2010-26-3001-000	Appropriation Control Shade Tree - S&W Salary & Wages				
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	154.42	10/12/22
Total for		Appropriation Control Shade Tree - S&W Salary		154.42	
<u>Department Total:</u>		<u>Appropriation Control Shade Tree - S&W</u>		<u>154.42</u>	
<hr/>					
01-2010-26-3002-000	Appropriation Control Shade Tree - O/E Other Expenses				
221284	10/18/22	HARDWOOD TREE SERVICE	INV# 36128; REMOVED @	1,900.00	10/18/22

Bills List**BOROUGH OF BOGOTA**

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Total for		Appropriation Control	Shade Tree - O/E Other	1,900.00	
<u>Department Total:</u>		<u>Appropriation Control</u>	<u>Shade Tree - O/E</u>	<u>1,900.00</u>	
<hr/>					
01-2010-26-3052-001		Appropriation Control	Solid Waste Collection - O/E		
221246	10/11/22	SUBURBAN DISPOSAL INC	INV# 8977; OCTOBER 2022	31,800.00	10/18/22
221247	10/11/22	SUBURBAN DISPOSAL INC	#8876 8/22	31,800.00	10/18/22
221249	10/11/22	SUBURBAN DISPOSAL INC	INV# 8116 FROM 11/21	21,266.66	10/18/22
Total for		Appropriation Control	Solid Waste Collection -	84,866.66	
<u>Department Total:</u>		<u>Appropriation Control</u>	<u>Solid Waste Collection -</u>	<u>84,866.66</u>	
<hr/>					
01-2010-26-3102-003		Appropriation Control	Buildings & Grounds - O/E Other		
221234	10/11/22	BRAEN STONE	INV# 155309; RECYCLED	300.00	10/18/22
221291	10/18/22	COOPER PEST SOLUTIONS	WO# 1843964; GENERAL	212.00	10/18/22
221235	10/11/22	G & S HARDWARE	INV# 308375; SUPPLIES TO	33.72	10/18/22
221290	10/18/22	HOME DEPOT CREDIT	INV# 9021479; SUPPLIES FOR	155.73	10/18/22
221289	10/18/22	MAIN LOCK SHOP	INV# 0184240-IN, KEYS/LOCKS	43.15	10/18/22
221266	10/13/22	MAXIMUM FIRE ESCAPES	INV# 2310; BUILDING REPAIRS	3,500.00	10/18/22
221285	10/18/22	QUALITY COOLING CORP	INV# 2022-068, 071, 072,	19,010.00	10/18/22
221288	10/18/22	SIGN A RAMA, USA	INV# 72593; BOGOTA HIGH	1,450.00	10/18/22
221286	10/18/22	TRAFFIC SAFETY &	INV# 229745, 229746	689.50	10/18/22
221208	10/04/22	TRAFFIC SAFETY &	229287,228953,229288,228933,	-4,842.10	10/06/22
221208	10/04/22	TRAFFIC SAFETY &	229287,228953,229288,228933,	0.00	10/06/22
221208	10/04/22	TRAFFIC SAFETY &	229287,229533	2,718.50	10/06/22
Total for		Appropriation Control	Buildings & Grounds -	23,270.50	
<u>Department Total:</u>		<u>Appropriation Control</u>	<u>Buildings & Grounds -</u>	<u>23,270.50</u>	
<hr/>					
01-2010-27-3402-001		Appropriation Control	Animal Control Services - O/E		
221267	10/13/22	BERGEN COUNTY DEPT OF	2022 ANIMAL CONTROL SERVICES	12,444.24	10/18/22
Total for		Appropriation Control	Animal Control Services	12,444.24	
<u>Department Total:</u>		<u>Appropriation Control</u>	<u>Animal Control Services</u>	<u>12,444.24</u>	
<hr/>					
01-2010-27-3650-001		Appropriation Control	Seniors - S&W Salaries & Wages		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	306.25	10/12/22
Total for		Appropriation Control	Seniors - S&W Salaries &	306.25	
<u>Department Total:</u>		<u>Appropriation Control</u>	<u>Seniors - S&W</u>	<u>306.25</u>	
<hr/>					
01-2010-28-3701-000		Appropriation Control	Recreation Services - S&W Regular		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	2,083.33	10/12/22
Total for		Appropriation Control	Recreation Services -	2,083.33	
<u>Department Total:</u>		<u>Appropriation Control</u>	<u>Recreation Services -</u>	<u>2,083.33</u>	
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01-2010-28-3702-001		Appropriation Control	Recreation Services - O/E Other		
221227	10/06/22	COSTCO BUSINESS CENTER	FALL FEST CANDY & BORO HALL	98.94	10/18/22
221275	10/17/22	COSTCO BUSINESS CENTER	SENIOR MEETING/BORO HALL	191.74	10/18/22
221196	10/03/22	EJG SPORTS, LLC	INV# 22-00976; SOCCER BALLS	475.69	10/18/22
220551	04/29/22	SAL STAMILLA	FIELD MAINT. - OLSEN PARK	120.00	10/18/22
Total for		Appropriation Control	Recreation Services -	886.37	
01-2010-28-3702-002		Appropriation Control	Recreation Services - O/E Senior		

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221238	10/11/22	ANGELO'S PIZZA	PIZZA FOR SENIOR MEETING	55.00	10/18/22
221275	10/17/22	COSTCO BUSINESS CENTER	SENIOR MEETING/BORO HALL	68.75	10/18/22
221225	10/06/22	INSERRA SUPERMARKETS	INV# 01340219988; SENIOR	64.95	10/18/22
221226	10/06/22	JAMES MOORE	DUNKIN' FOR SENIOR MEETING	25.58	10/18/22
Total for		Appropriation Control Recreation Services -		214.28	
Department Total:		Appropriation Control Recreation Services -		1,100.65	
<hr/>					
01-2010-28-3703-001 Appropriation Control Celebration of Public Events					
221277	10/17/22	BOUNCE PARTY MANIA	FALL FESTIVAL (10/29)	0.00	10/18/22
221277	10/17/22	BOUNCE PARTY MANIA	FALL FESTIVAL (10/29)	8,135.00	10/18/22
Total for		Appropriation Control Celebration of Public		8,135.00	
Department Total:		Appropriation Control Celebration of Public		8,135.00	
<hr/>					
01-2010-29-3901-000 Appropriation Control Free Public Library - 1/3 mil S&W					
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	9,655.64	10/12/22
Total for		Appropriation Control Free Public Library -		9,655.64	
Department Total:		Appropriation Control Free Public Library -		9,655.64	
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01-2010-29-3902-004 Appropriation Control Free Public Library - 1/3 mil					
221251	10/13/22	BOGOTA FREE PUBLIC	4TH QTR 2022 LIBRARY	8,647.50	10/18/22
Total for		Appropriation Control Free Public Library -		8,647.50	
Department Total:		Appropriation Control Free Public Library -		8,647.50	
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01-2010-31-4402-012 Appropriation Control Telephone CABLEVISION - REC BLDG					
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	173.44	10/13/22
Total for		Appropriation Control Telephone CABLEVISION -		173.44	
<hr/>					
01-2010-31-4402-014 Appropriation Control Telephone CABLE TV & ISP - FD CO#1					
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	143.46	10/13/22
Total for		Appropriation Control Telephone CABLE TV & ISP		143.46	
<hr/>					
01-2010-31-4402-016 Appropriation Control Telephone 07870-061598-01-0					
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	237.08	10/13/22
Total for		Appropriation Control Telephone		237.08	
<hr/>					
01-2010-31-4402-017 Appropriation Control Telephone CABLE TV & ISP - OEM					
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	94.33	10/13/22
Total for		Appropriation Control Telephone CABLE TV & ISP		94.33	
<hr/>					
01-2010-31-4402-018 Appropriation Control Telephone CABLE TV & ISP - SQUAD					
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	99.89	10/13/22
Total for		Appropriation Control Telephone CABLE TV & ISP		99.89	
<hr/>					
01-2010-31-4402-020 Appropriation Control Telephone CABLE TV & ISP - BORO					
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	223.44	10/13/22
Total for		Appropriation Control Telephone CABLE TV & ISP		223.44	
<hr/>					
01-2010-31-4402-021 Appropriation Control Telephone 07870-495094-01-4					
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	273.72	10/13/22
Total for		Appropriation Control Telephone		273.72	
<hr/>					
01-2010-31-4402-022 Appropriation Control Telephone VERIZON - ELEVATOR LINE					
221254	10/13/22	VERIZON	OCTOBER 2022 ELEVATOR	41.92	10/18/22
Total for		Appropriation Control Telephone VERIZON -		41.92	

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01-2010-31-4402-028		Appropriation Control Telephone	OPTIMUM - 31 FAIRVIEW		
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	0.00	10/13/22
221253	10/13/22	OPTIMUM	OCTOBER 2022 CABLE/ISP	677.46	10/13/22
Total for		Appropriation Control Telephone	OPTIMUM - 31	677.46	
<u>Department Total:</u>		<u>Appropriation Control Telephone</u>		<u>1,964.74</u>	
01-2010-31-4452-001		Appropriation Control Water Meter #88306893	- 7 E Fort		
221293	10/18/22	VEOLIA WATER NEW	SEPTEMBER-OCTOBER CHARGES	288.37	10/18/22
Total for		Appropriation Control Water Meter #88306893	-	288.37	
01-2010-31-4452-002		Appropriation Control Water Meter #88505411	- 69 Main St		
221293	10/18/22	VEOLIA WATER NEW	SEPTEMBER-OCTOBER CHARGES	25.32	10/18/22
Total for		Appropriation Control Water Meter #88505411	-	25.32	
01-2010-31-4452-003		Appropriation Control Water Meter #88228191	- 63 W Broad		
221293	10/18/22	VEOLIA WATER NEW	SEPTEMBER-OCTOBER CHARGES	315.20	10/18/22
Total for		Appropriation Control Water Meter #88228191	-	315.20	
01-2010-31-4452-004		Appropriation Control Water Meter #88417708	- Cypress		
221293	10/18/22	VEOLIA WATER NEW	SEPTEMBER-OCTOBER CHARGES	46.72	10/18/22
Total for		Appropriation Control Water Meter #88417708	-	46.72	
01-2010-31-4452-005		Appropriation Control Water Meter #88227215	- Library		
221293	10/18/22	VEOLIA WATER NEW	SEPTEMBER-OCTOBER CHARGES	245.38	10/18/22
Total for		Appropriation Control Water Meter #88227215	-	245.38	
01-2010-31-4452-007		Appropriation Control Water Meter #88228192	- Rec Bldg		
221293	10/18/22	VEOLIA WATER NEW	SEPTEMBER-OCTOBER CHARGES	121.88	10/18/22
Total for		Appropriation Control Water Meter #88228192	-	121.88	
01-2010-31-4452-008		Appropriation Control Water Meter #88305041	- 375 Larch		
221293	10/18/22	VEOLIA WATER NEW	SEPTEMBER-OCTOBER CHARGES	50.93	10/18/22
Total for		Appropriation Control Water Meter #88305041	-	50.93	
<u>Department Total:</u>		<u>Appropriation Control Water</u>		<u>1,093.80</u>	
01-2010-31-4552-001		Appropriation Control Sewer Processing BCUA	- Operations		
221255	10/13/22	BCUA [SEWER CHARGES]	2022 Q4 WASTEWATER SERVICE	197,755.00	10/18/22
Total for		Appropriation Control Sewer Processing BCUA	-	197,755.00	
<u>Department Total:</u>		<u>Appropriation Control Sewer Processing</u>		<u>197,755.00</u>	
01-2010-32-4652-002		Appropriation Control Solid Waste Disposal	Miscellaneous		
221282	10/18/22	ATLANTIC COAST FIBERS INV# 120292;	SEPT MX	4,126.01	10/18/22
221287	10/18/22	TYREX RESOURCES, LLC INV# 51843;	SCRAP TIRES	810.00	10/18/22
Total for		Appropriation Control Solid Waste Disposal		4,936.01	
<u>Department Total:</u>		<u>Appropriation Control Solid Waste Disposal</u>		<u>4,936.01</u>	
01-2010-36-4722-000		Appropriation Control Social Security System			
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	0.00	10/12/22
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	6,754.27	10/12/22
Total for		Appropriation Control Social Security System		6,754.27	
<u>Department Total:</u>		<u>Appropriation Control Social Security System</u>		<u>6,754.27</u>	
01-2010-42-4901-000		Appropriation Control Municipal Court	- S&W		
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	1,315.51	10/12/22

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Total for		Appropriation Control Municipal Court - S&W		1,315.51	
<u>Department Total:</u>		<u>Appropriation Control Municipal Court - S&W</u>		<u>1,315.51</u>	
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01-2010-42-4902-001		Appropriation Control Municipal Court - O/E	Little Ferry		
221256	10/13/22	BOROUGH OF LITTLE	INV# 2022-45; COURT SERVICES	21,568.75	10/18/22
Total for		Appropriation Control Municipal Court - O/E		21,568.75	
<u>Department Total:</u>		<u>Appropriation Control Municipal Court - O/E</u>		<u>21,568.75</u>	
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01-2030-20-1002-002		APPROPRIATION RESERVES	General Administration - O/E		
210427	04/27/21	NEGLIA ENGINEERING	VOID	0.00	10/13/22
Total for		APPROPRIATION RESERVES	General Administration	0.00	
<u>Department Total:</u>		<u>APPROPRIATION RESERVES</u>	<u>General Administration</u>	<u>0.00</u>	
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01-2030-20-1302-000		APPROPRIATION RESERVES	Financial Administration - O/E		
221231	10/06/22	PHOENIX ADVISORS, LLC	ANNUAL FEE FOR FISCAL YEAR	1,550.00	10/18/22
Total for		APPROPRIATION RESERVES	Financial	1,550.00	
<u>Department Total:</u>		<u>APPROPRIATION RESERVES</u>	<u>Financial</u>	<u>1,550.00</u>	
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01-2030-26-3052-001		APPROPRIATION RESERVES	Solid Waste Collection - O/E		
221249	10/11/22	SUBURBAN DISPOSAL INC	INV# 8116 FROM 11/21	10,533.34	10/18/22
Total for		APPROPRIATION RESERVES	Solid Waste Collection	10,533.34	
<u>Department Total:</u>		<u>APPROPRIATION RESERVES</u>	<u>Solid Waste Collection</u>	<u>10,533.34</u>	
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01-2070-55-0000-000		Local School Taxes Payable	Local School Taxes Payable		
221278	10/17/22	BOGOTA BOARD OF	OCTOBER 2022 SCHOOL TAXES	1,348,607.17	10/18/22
Total for		Local School Taxes Payable	Local School Taxes	1,348,607.17	
<u>Department Total:</u>		<u>Local School Taxes Payable</u>	<u>Local School Taxes</u>	<u>1,348,607.17</u>	
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01-2710-55-0000-002		Due State of NJ	Due State of NJ DCA Training Fees		
221252	10/13/22	JAYDA SERVICES, LLC	STATE INSPECTION FEES	2,612.00	10/18/22
221230	10/06/22	N.J. DEPT OF COMM	3RD QTR 2022 STATE PERMIT	1,596.00	10/18/22
Total for		Due State of NJ	Due State of NJ DCA Training	4,208.00	
<u>Department Total:</u>		<u>Due State of NJ</u>	<u>Due State of NJ</u>	<u>4,208.00</u>	
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01-2800- - -		RESERVE FOR CREDIT CARD FEES	RESERVE FOR CREDIT CARD		
221270	10/03/22	MERCHANT SERVICE FEES	DEMAND DEBIT - 10/03/2022	249.91	10/12/22
Total for		RESERVE FOR CREDIT CARD FEES	RESERVE FOR	249.91	
<u>Department Total:</u>		<u>RESERVE FOR CREDIT CARD FEES</u>	<u>RESERVE FOR</u>	<u>249.91</u>	
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04-2150-55-1544-002		Improvment Authorizations 1544 -	Leonia Ave Ph V Section		
200562	04/29/20	NEGLIA ENGINEERING	VOID	0.00	10/13/22
Total for		Improvment Authorizations 1544 -	Leonia Ave Ph	0.00	
<u>Department Total:</u>		<u>Improvment Authorizations 1544 -</u>	<u>Leonia Ave Ph</u>	<u>0.00</u>	
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04-2150-55-1560-002		Improvment Authorizations 1560 -	Var. Cap. Impvts Public		
220927	08/02/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED;	3,500.00	10/18/22
221261	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	3,400.00	10/18/22
221263	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	6,875.00	10/18/22
Total for		Improvment Authorizations 1560 -	Var. Cap.	13,775.00	
<u>Department Total:</u>		<u>Improvment Authorizations 1560 -</u>	<u>Var. Cap.</u>	<u>13,775.00</u>	
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04-2150-55-1567-001		Improvment Authorizations 1567 -	Road & Sanitary Sewer		

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221264	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,974.25	10/18/22
Total for		Improvment Authorizations 1567 - Road &		1,974.25	
04-2150-55-1567-002 Improvment Authorizations 1567 - Road & Sanitary Sewer					
221257	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,001.70	10/18/22
221259	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	353.03	10/18/22
221260	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,917.75	10/18/22
221261	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	891.00	10/18/22
221262	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,645.00	10/18/22
221264	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	253.82	10/18/22
Total for		Improvment Authorizations 1567 - Road &		6,062.30	
Department Total:		Improvment Authorizations 1567 - Road &		8,036.55	
04-2150-55-1568-002 Improvment Authorizations 1568 - Pine Street Phase II					
220925	08/02/22	NEGLIA ENGINEERING	VOID	0.00	10/13/22
221260	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	370.00	10/18/22
221261	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	6,922.84	10/18/22
221262	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	5,661.91	10/18/22
221263	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,292.50	10/18/22
Total for		Improvment Authorizations 1568 - Pine Street		14,247.25	
Department Total:		Improvment Authorizations 1568 - Pine Street		14,247.25	
04-2150-55-1577-000 Improvment Authorizations 1570 - Tax Maps Tax Maps					
221257	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	21,620.25	10/18/22
221259	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	15,380.50	10/18/22
221260	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	9,104.50	10/18/22
221261	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	10,000.00	10/18/22
221262	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	2,000.00	10/18/22
221263	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	242.05	10/18/22
Total for		Improvment Authorizations 1570 - Tax Maps Tax		58,347.30	
Department Total:		Improvment Authorizations 1570 - Tax Maps		58,347.30	
04-2150-55-1578-004 Improvment Authorizations 1578 - Var. Cap. Impvts					
221261	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	4,916.50	10/18/22
221262	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	225.00	10/18/22
Total for		Improvment Authorizations 1578 - Var. Cap.		5,141.50	
04-2150-55-1578-005 Improvment Authorizations 1578 - Var. Cap. Impvts Roads					
220656	05/19/22	D & L PAVING INC	RIVER ROAD & CYPRESS AVE	43,999.00	10/18/22
220926	08/02/22	NEGLIA ENGINEERING	VOID	0.00	10/13/22
221178	09/27/22	STATEWIDE STRIPING	32054; STRIPING OF PALISADE	6,500.00	10/18/22
Total for		Improvment Authorizations 1578 - Var. Cap.		50,499.00	
04-2150-55-1578-008 Improvment Authorizations 1578 - Var. Cap. Impvts					
221261	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	6,867.50	10/18/22
221262	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	4,079.00	10/18/22
221263	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	4,000.00	10/18/22
Total for		Improvment Authorizations 1578 - Var. Cap.		14,946.50	
Department Total:		Improvment Authorizations 1578 - Var. Cap.		70,587.00	

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04-2150-55-1579-002		Improvment Authorizations 1579 - Palisade Ave Reconstruc			
221261	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	4,752.50	10/18/22
221262	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	13,459.98	10/18/22
221263	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	10,000.00	10/18/22
221264	10/13/22	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,920.25	10/18/22
Total for		Improvment Authorizations 1579 - Palisade Ave		30,132.73	
<u>Department Total:</u>		<u>Improvment Authorizations 1579 - Palisade Ave</u>		<u>30,132.73</u>	
14-0005-00-0005-062		Outside Police Employment Fees			
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	0.00	10/12/22
221271	10/12/22	BOROUGH OF BOGOTA	2022-10-14 PR	5,025.00	10/12/22
Total for		Outside Police Employment Fees		5,025.00	
<u>Department Total:</u>		<u>Outside Police Employment Fees</u>		<u>5,025.00</u>	
14-2864- - -		Tax Sale Premiums			
221250	10/13/22	JOHN FINAN	19-015; BLOCK 71 LOT 9 - 234	0.00	10/13/22
221250	10/13/22	JOHN FINAN	19-015; BLOCK 71 LOT 9 - 234	7,600.00	10/13/22
Total for		Tax Sale Premiums		7,600.00	
<u>Department Total:</u>		<u>Tax Sale Premiums</u>		<u>7,600.00</u>	
14-2866- - -		Recycling			
221283	10/18/22	MATERA'S NURSERY	QUOTE# 10622; BILLY GOAT	24,787.99	10/18/22
Total for		Recycling		24,787.99	
<u>Department Total:</u>		<u>Recycling</u>		<u>24,787.99</u>	
14-2869- - -		Outside TTL			
221250	10/13/22	JOHN FINAN	19-015; BLOCK 71 LOT 9 - 234	29,102.32	10/13/22
Total for		Outside TTL		29,102.32	
<u>Department Total:</u>		<u>Outside TTL</u>		<u>29,102.32</u>	
16-2000-22-0010-		ACCUTRACK ACCOUNT 30 CROSS ST INVESTORS, LLC			
221279	10/17/22	BOGGIA & BOGGIA, LLC	PROF SRVCS THROUGH 8/31/22	126.00	10/18/22
Total for		ACCUTRACK ACCOUNT 30 CROSS ST INVESTORS, LLC		126.00	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>126.00</u>	
16-2000-22-0011-		ACCUTRACK ACCOUNT 51 QUEEN ANNE RD REALTY, LLC			
221188	09/29/22	PHILLIPS PREISS	INV# 36049; 51 QUEEN ANNE	155.00	10/18/22
Total for		ACCUTRACK ACCOUNT 51 QUEEN ANNE RD REALTY,		155.00	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>155.00</u>	
16-2000-22-0014-		ACCUTRACK ACCOUNT THOR RIVER ROAD LLC			
221189	09/29/22	COSTA ENGINEERING	INV# 21689; THOR RIVER ROAD	525.00	10/18/22
Total for		ACCUTRACK ACCOUNT THOR RIVER ROAD LLC		525.00	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>525.00</u>	
16-2000-22-0016-		ACCUTRACK ACCOUNT WENESCO BOGOTA REALTY, LLC			
221191	09/29/22	COSTA ENGINEERING	INV# 21687; WENESCO	2,250.00	10/18/22
221187	09/29/22	PHILLIPS PREISS	INV# 35946 & 36105; WENESCO	1,278.75	10/18/22
Total for		ACCUTRACK ACCOUNT WENESCO BOGOTA REALTY, LLC		3,528.75	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>3,528.75</u>	

Bills List**BOROUGH OF BOGOTA**

10/18/22 03:38:39 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
16-2000-22-0017-		ACCUTRACK ACCOUNT	285 ORCHARD, LLC		
221190	09/29/22	COSTA ENGINEERING	INV# 21693; 285 ORCHARD	1,575.00	10/18/22
221186	09/29/22	PHILLIPS PREISS	INV# 35948 & 36106; 285	2,056.25	10/18/22
Total for					
ACCUTRACK ACCOUNT 285 ORCHARD, LLC				3,631.25	
<u>Department Total:</u>				<u>3,631.25</u>	
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19-2000-	-	-	RESERVE FOR EXPENDITURES INTEREST ON INVESTMENTS		
220356	03/17/22	PIAZZA & ASSOCIATES,	2022 MONTHLY COMPLIANCE FEE	200.00	10/18/22
Total for					
RESERVE FOR EXPENDITURES INTEREST ON				200.00	
<u>Department Total:</u>				<u>200.00</u>	