Agenda Open Session Borough Hall Council Chambers 375 Larch Ave, Bogota, NJ 07603

May 16, 2024 7:30pm



Mayor
Daniele Fede

Council PresidentCouncilmemberCouncilmemberConsuelo CarpenterLisa KohlesPatrick H. McHale

CouncilmemberCouncilmemberCouncilmemberJohn MitchellRobert RobbinsDiana Vergara

Borough AdministratorBorough AttorneyBorough ClerkConall O'MalleyWilliam BeteshYenlys Flores-Bolivard

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

PLEASE TAKE NOTICE THAT in accordance with the Open Meeting Act, N.J.S.A. 10:4-1, et seq the notice for this meeting's time, date, location, and agenda fulfills the requirements, by sending a copy to the newspapers officially designated for 2024, filing a copy in the Borough Clerk's Office and posting it on the Borough Building bulletin board.

The Borough of Bogota will hold a Public Meeting at 7:30 p.m. on Thursday, May 16, 2024 to address such matters of business as may be brought before the Mayor and Council. This meeting will be held at Borough Hall Council Chambers, 375 Larch Ave, Bogota, NJ 07603.

#### I. SALUTE TO THE FLAG

#### II. ROLL CALL

Mayor Fede Council President Carpenter Councilwoman Kohles Councilman McHale Councilman Mitchell Councilman Robbins Councilwoman Vergara

Also Attending: Borough Administrator O'Malley Borough Attorney Betesh Borough Clerk Yenlys Flores-Bolivard

#### III. NOTICE OF PUBLIC HEARING

#### IV. CITIZEN REMARKS

One five (5) minute time limit per person

#### V. COUNCIL RESPONSE TO CITIZENS REMARKS

#### VI. CEREMONIES (if any)

None

#### VII. DISCUSSION

None

#### VIII. INTRODUCTION OF ORDINANCES

1617 - Introduction of Salary Range Ordinance

1618 - Amendment to Chapter 4 – Mobile Retail Food Establishments

#### IX. PUBLIC HEARING & ADOPTION OF ORDINANCES

None

#### X. CONSENT AGENDA

#### A. Resolutions

2024-118 Amending Mayor and Council BY LAWS

2024-119 Public Health Services for 2024 HARP

2024-120 NJ Clean Energy Program Community Energy Planning Grant Program

2024-121 County of Bergen - Shared Services Agreement - Snow Plowing/Salting

2024-122 Calling for the Modernization of the Open Public Records Act (OPRA) and The Swift Passage of S-2930/A-4045

2024-123 Approving an Interlocal Agreement Between the Borough of Bogota and the Bogota Board of Education

2024-124 DPW Part-time - Daniel Doran

2024-125 Award of Contract – NJDOT LTPF Fairview Avenue Roadway & Sewer Improvements Base Bid (NJDOT LTPF Funded)

2024-126 Resolution to advertise for the NJDOT Sidewalk Project around Bixby School – Palisade Avenue, Chestnut Avenue, Fischer Avenue and Maplewood Avenue

2024-127 Summer Camp Counselors

#### B. Resolution to be Voted Separately

PC24-08 Payment of Claims

#### C. Approvals

- 1. Regular and Closed Session Meeting Minutes April 18, 2024
- 2. Regular and Closed Session Meeting Minutes May 2, 2024
- 3. VFW Poppy Drive/Sale on Saturday May 18<sup>th</sup>
- 4. Boot Drive for the BOE Athletes on May 25<sup>th</sup> & 26<sup>th</sup>
- 5. The block party for June 29th and July 4 154 Walnut Avenue and extend to Dunn and Fisher Avenue. 12pm till 5pm
- 6. Outdoor Dining 101

#### XI. OTHER AGENDA ITEMS – OLD BUSINESS

None

#### XII. CORRESPONDENCE/PETITIONS (read by Clerk)

None

#### XIII. 2<sup>ND</sup> CITIZEN REMARKS

One five (5) minute time limit per person

#### XIV. REPORTS

Five (5) minute time limit

Mayor Fede

Council President Carpenter

Councilwoman Kohles

Councilman McHale

Councilman Mitchell

Councilman Robbins

Councilwoman Vergara

Administrator O'Malley

Borough Attorney Betesh

Borough Clerk Flores-Bolivard

#### XV. CLOSED SESSION – (Resolution no. 2024– \_\_\_\_\_)

- 1. Litigation
- 2. Interviews

#### XVI. ADJOURNMENT

Agenda is subject to change

#### **NEXT COUNCIL MEETINGS**

Thursday beginning at 7:30 pm in the Council Chambers of 375 Larch Ave, Bogota NJ 07603, unless otherwise noted and /or advertised:

Work Session	Regular Mayor and Council Meeting
May 2	May 16
June 6	June 20
None	July 18
None	August 15
September 5	September 19
October 3	October 17
None	**November 7
December 5	December 19

Council meeting dates are subject to change.



#### **BOROUGH OF BOGOTA**

**ORDINANCE NO. 1617** 

**DATE:** May 16, 2024

#### **INTRODUCTION**

Introduction of Salary Range Ordinance

**INTRODUCTION:** May 16, 2024.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Council President Carpenter						
Councilwoman Kohles						
Councilman McHale						
Councilman Mitchell						
Councilman Robbins						
Councilwoman Vergara						

√ ATTEST:	APPROVED:
Borough Clerk	

**CERTIFICATION** 

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance adopted by the Borough of Bogota at a meeting held on May 16, 2024.

Intro Ordinance 1617 Page 1 of 1



**DATE:** May 16, 2024

## BOROUGH OF BOGOTA INTRODUCTION

Introduction of Salary Range Ordinance

## AN ORDINANCE ESTABLISHING SALARY RANGES FOR CERTAIN NON-UNION AND SUPERVISORY PERSONNEL

**BE IT ORDAINED,** by the Mayor and Council of the Borough of Bogota, New Jersey, located in Bergen County thereof, as follows:

#### Section 1. Salary Ranges for Non-Union and Supervisory Personnel

The Salary ranges for the following Non-Union and Supervisory Personnel effective January 1, 2024 -until subsequently amended, are hereby established as follows:

		Range		Minimum		Maximum
GENERAL ADMINISTRATION			_	2 222 22	_	7 000 00
Mayor	Part-Time	Salaried	\$	3,000.00		7,000.00
Council	Part-Time	Salaried	\$		\$	5,000.00
Business Administrator	Full-Time	Salaried		\$115,000.00	\$	140,000.00
MUNICIPAL CLERK						
Borough Clerk	Full-Time	Salaried	\$	65,000.00	\$	105,000.00
Deputy Clerk	Full-Time	Salaried	\$	55,000.00	\$	75,000.00
Clerical Assistat	Part-Time	Salaried	\$	10,000.00	\$	15,000.00
Assistant to the Borough Clerk	Part-Time	Hourly	\$	16.00	\$	35.00
FINANCIAL ADMINISTRATION						
Chief Financial Officer	Part-Time	Salaried	5	15.000.00	s	35.000.00
Qualified Purchasing Agent	Part-Time	Salaried	Ś	2,500.00	•	3.500.00
goomes raising right		55.5		2,200.00	•	0,200.00
REVENUE ADMINISTRATION						
Tax Collector	Part-Time	Salaried	\$	10,000.00	\$	25,000.00
TAX ASSESSMENT ADMINISTRATION						
Tax Assessor	Part-Time	Salaried	\$	15,000.00	s	25,000.00
				,		,
PLANNING/ZONING BOARD						
Secretary	Part-Time	Salaried	\$	2,500.00	\$	6,000.00
UNIFORM CONSTRUCTION CODE ENFORCEMENT						
Technical Assistant to Construction Official	Full-Time	Salaried	\$	45,000.00	\$	75,000.00
Technical Assistant to Construction Official	Part-Time	Hourly	\$	20.00	\$	30.00
Construction Official, Zoning Code Official	Part-Time	Salaried	\$	25,000.00	\$	50,000.00
Sub-Code Official - Electrical	Part-Time	Salaried	\$	8,000.00	\$	20,000.00
Sub-Code Official - Plumbing	Part-Time	Salaried	\$	7,000.00	\$	20,000.00
Sub-Code Official - Fire	Part-Time	Salaried	\$	6,000.00	\$	12,000.00
CCO Inspector	Part-Time	Salaried	\$	6,000.00	\$	10,000.00
Property Maintenance Official			\$	22.00	\$	35.00
POLICE DEPARTMENT						
Police Chief	Full - Time	Salaried	\$	165,000.00	\$	195,000.00
Captain	Full - Time	Salaried	\$	155,000.00	\$	185,000.00
•				,	-	,

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**DATE:** May 16, 2024

POLICE DISPATCHING			Minimum	Maximum
Dispatcher - Full Time	Full - Time	Salaried	\$ 40,000.00	\$ 65,000.00
Dispatcher - Part Time	Part-Time	Hourly	\$ 16.00	\$ 30.00
CROSSING GUARDS				
Crossing Guards	Part-Time	Hourly	\$ 15.00	\$ 28.00
OEM				
Coordinator	Part-Time	Stipend	\$ 2,000.00	\$ 5,000.00
Deputy Coordinator	Part-Time	Stipend	\$ 1,000.00	\$ 4,000.00
UNIFORM FIRE SAFETY				
Fire Official	Part-Time	Salaried	\$ 12,000.00	\$ 17,500.00
Inspector	Part-Time	Hourly	\$ 25.00	\$ 30.00
Secretary	Part-Time	Hourly	NJ Min. Wage	\$ 25.00
PUBLIC WORKS				
Superintendent	Full-Time	Salaried	\$ 100,000.00	\$ 125,000.00
Assistant Superintendent	Full-Time	Salaried	\$ 5,000.00	\$ 15,000.00
Foreman	Full-Time	Salaried	\$ 5,000.00	\$ 10,000.00
Sewer Operator	Part-Time	Salaried	\$ 4,000.00	\$ 7,000.00
Shade Tree - Secretary	Part-Time	Stipend	\$ 2,700.00	\$ 6,000.00
Part-Time/Summer Help	Part-Time	Hourly	\$ 12.00	\$ 28.00
HEALTH AND HUMAN SERVICES				
Registrar of Vital Statistics	Part-Time	Salaried	\$ •	\$ 8,500.00
Board of Health Secretary	Part-Time	Salaried	\$ 2,500.00	\$ 6,000.00
RECREATION SERVICES AND PROGRAMS				
Recreation Director	Full-Time	Salaried	\$ 50,000.00	\$ 80,000.00
Senior Citizen Bus Driver	Part-Time	Hourly	\$ 22.00	\$ 27.00
Senior Citizen Bus Driver	Part-Time	Salaried	\$ 2,000.00	\$ 4,000.00
Counselors Part-Time	Part-Time	Hourly	NJ Min. Wage	\$ 20.00
MUNICIPAL COURT				
Judge	Part-Time	Salaried	\$ 20,000.00	\$ 30,000.00
Prosecutor	Part-Time	Salaried	\$ 8,000.00	\$ 15,000.00
Public Defender	Part-Time	Salaried	\$ 3,000.00	\$ 10,000.00

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#### **BOROUGH OF BOGOTA**

**ORDINANCE NO. 1618** 

## INTRODUCTION AN ORDINANCE AMENDING CHAPTER 4 OF THE BOGOTA CODE, ENTITLED "GENERAL LICENSING"

**DATE:** May 16, 2024

#### Mobile Retail Food Establishments

**INTRODUCTION:** May 16, 2024.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Council President Carpenter						
Councilwoman Kohles						
Councilman McHale						
Councilman Mitchell						
Councilman Robbins						
Councilwoman Vergara						

✓ ATTEST:	APPROVED:
Borough Clerk	Mayor

**CERTIFICATION** 

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance adopted by the Borough of Bogota at a meeting held on May 16, 2024.

Intro Ordinance 1618 Page 1 of 1



#### **DATE:** May 16, 2024

#### **BOROUGH OF BOGOTA**

#### INTRODUCTION

## AN ORDINANCE AMENDING CHAPTER 4 OF THE BOGOTA CODE, ENTITLED "GENERAL LICENSING"

#### Mobile Retail Food Establishments

**WHEREAS**, Chapter 4 of the Bogota Code sets forth the rules and regulations for all matters of general licensing in the Borough; and,

**WHEREAS**, the Mayor and Council seek to implement regulations for the licensing of mobile retail food establishments that wish to operate in Bogota; and,

**WHEREAS**, the Borough Health Inspector has reviewed and recommended that the language in this ordinance be implemented to effectuate the purposes set forth herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Bogota, that a new Section 17 shall be added to Chapter 4 of the Bogota Code, which shall read as follows:

#### **SECTION 1: ESTABLISHMENT OF A NEW SECTION 4-17**

A new Section 4-17, entitled "Mobile Retail Food Establishments" is hereby established, which shall read as follows:

4-17 Mobile Retail Food Establishments.

#### 4-17.1 Definition.

For purposes of this section, a "mobile retail food establishment" is defined as any movable restaurant, truck, van, trailer, cart, bicycle, watercraft, or other movable unit, including hand-carried portable containers, in or on which food or beverage is transported, stored or prepared for retail sale or given away at temporary locations.

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#### It does not include:

(1) A vendor selling fresh, uncut fruits and/or vegetables at a community farmer's market.

- (2) Deliveries of food to customers from a licensed retail food establishment operating from a fixed location.
- (3) The sale of ice cream, ice cream products, water ices or frozen confectionary products.
- 4-17.2. Annual Mobile Retail Food Establishment license required.
  - (1) Unless previously approved by the Borough Administrator to operate at a special event, as described in this Section, all mobile retail food establishments are required to obtain an annual Mobile Retail Food Establishment license from the Board of Health, along with any other approvals required by this Section or any other provision of the Borough Code, before commencing the sale of any food or beverages with the Borough of Bogota. Mobile Retail Food Establishment licenses are valid for a 365-day period (or 366 days in the event of a leap year) from the date of issuance.
  - The annual Board of Health license fee is \$150.
  - (3) There shall be a maximum of 5 Mobile Retail Food Establishment licenses available. If the license maximum is reached, the Board of Health shall offer any licenses that thereafter become available because an existing license holder's license has been revoked or non-renewed to a new applicant on a first-come, first-served basis. The Board of Health shall maintain a waiting list and notify the prospective applicant on the top of the list that a license has become available, and at such time the prospective applicant shall have five business days from notification to either file an application for the license or be removed from the waiting list.
  - (4) At any time a mobile retail food establishment is conducting the sale of food or beverages within the Borough, the mobile retail food establishment shall prominently display copies of 1) the annual Mobile Retail Food Establishment license issued by the Board of Health pursuant to this Section 17.2; 2) a certificate

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of registration issued by the New Jersey Division of Taxation; and 3) the operating permit allowing the mobile retail food establishment to serve food and beverages at a particular location, issued by the Board of Health.

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- (5) Mobile Retail Food Establishment licenses are not transferrable and may not be sold or leased to any other party.
- (6) Mobile retail food establishments are subject to random inspections by the Board of Health at any time while they are serving food or beverages within the Borough.4-17.3 Application process.
  - (1) Before the Bogota Board of Health issues a Mobile Retail Food Establishment license, the applicant shall provide all information and documentation required by the Board of Health to ensure the applicant is prepared to meet all of the requirements of this Ordinance and of N.J.A.C. 8:24, "Sanitation in Retail Food Establishments, Food and Beverage Vending Machines and Cottage Food Operations," and has the capacity and capabilities of operating in a clean and sanitary manner.
  - The applicant must provide documentation that all persons working for the mobile retail food establishment are certified food protection managers who have shown proficiency through obtaining a food safety certificate and passing a food safety certification examination administered by an accredited certifying program recognized by the Conference for Food Protection. Certified food protection managers shall maintain the currency of their food safety certificate by following the accredited certifying program's requirements for renewal. The applicant must noticeably post these certifications within their Mobile Retail Food Establishment(s).
    - (3) If the mobile retail food establishment intends to serve food or beverages from a vehicle, whether motorized or nonmotorized, such as a truck, van, trailer or pushcart, proof of ownership of the vehicle must be supplied, along with proof of general liability insurance with at least \$500,000 in coverage. If the vehicle is motorized, proof of motor vehicle insurance as required by N.J.S.A. 39:6B-1 must be supplied. The Board of Health shall inspect and approve any vehicle to be used in the operations of a mobile food vendor before issuing a mobile food vendor license.

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**DATE:** May 16, 2024

#### **ORDINANCE NO. 1618**

4-17.4. Fire permits required for certain operations.

All mobile retail food establishments shall comply with any requirements established by the Bogota Fire Department and as set forth by the New Jersey Uniform Fire Code to ensure that the operations of the mobile retail food establishment do not present a fire hazard. Any mobile retail food establishment using any flame in its operations or utilizing a tent or canopy 30 or more feet in length must pay the applicable fee (as established by the New Jersey Department of Community Affairs) and obtain a Type I permit issued by the Bogota Fire Department, Bureau of Fire Prevention before commencing operations. If an inspection is required during nonbusiness hours of the Bureau of Fire Prevention, the mobile retail food establishment shall pay a \$100 surcharge in addition to the applicable fee. The Fire Department is empowered to conduct safety checks of any mobile retail food establishment to ensure compliance with the New Jersey Uniform Fire Code.

#### 4-17.5. Where mobile retail food establishments may and may not operate.

- (1) Commercial/industrial/office/property: mobile retail food establishments may operate on a private commercial, industrial or office property that is located within PD, B-1, B-2, B-3 and I zones in the Borough under the following terms, conditions and requirements:
  - (a) The mobile retail food establishment must be situated at least 100 feet away from the main entrance of any licensed restaurant, luncheonette or tavern that serves food.
  - (b) Prior to allowing a mobile retail food establishment to operate on a private commercial, industrial or office property, that property must be approved for a zoning permit from the Borough Zoning Officer. The zoning permit applicant must be the property owner, or an authorized agent of the property owner. As part of the application for this zoning permit, the applicant shall submit notarized documentation that the property owner, or an authorized agent of the property owner, has authorized the mobile retail food establishment to operate on the property and further consents to allowing Borough officials onto the property to enforce the provisions of

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this section. This documentation shall include a phone number and email address for at least one representative of the property owner who may be contacted by the Borough during the period when the zoning permit is in effect, and is empowered to address any concerns that may arise. The zoning permit shall be valid for a period of up to 90 days and shall be renewable for an unlimited number of times. The fee for each zoning permit (including renewals) is \$50.

- (c) A maximum of one mobile retail food establishment shall be allowed to operate on a private commercial, industrial or office property at any particular time. However, the zoning permit does not restrict the property from hosting different mobile retail food establishments over the entirety of the ninety-day period the zoning permit is valid, so long as only one mobile retail food establishment is operating on the property at any one time.
- (d) Any mobile retail food establishment who receives approval from the Borough Administrator to operate at a special event open to the general public, such as a fair, festival or carnival is exempt from the provisions of this Section; however, the Borough and its officials retain the right to perform all inspections set forth in this Section, and all insurance requirements remain in effect. In the case of a one-day event, the Borough Administrator has the authority to expand the number of mobile retail food establishments as needed.
- (e) Mobile retail food establishments may not operate on any private commercial, industrial or office property outside of the PD, B-1, B-2, B-3 and I zones, except as authorized by the Borough Administrator and only in connection with a special event open to the general public, such as a fair, festival or carnival, not to exceed five days in length.
- (2) Public property/parks. No mobile retail food establishment may operate on public property, including a Borough park, field or parking area adjacent thereto, except as authorized by the Borough Administrator and only in connection with a special event open to the general public, such as a fair, festival or carnival, not to exceed five days in length.

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(3) Residential property. Mobile retail food establishments are not allowed to operate on residential property. Exceptions are for 1) an approved residential block party or 2) an approved private catering arrangement. In either circumstance, the mobile retail food establishment and residential property must be in compliance with all other applicable Borough code requirements. An application to operate on a residential property shall be made to the Borough Administrator at least 10 business days in advance of the event, and authorization shall be granted for no greater than a two-day period.

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- (4) Public streets and sidewalks. Mobile retail food establishment are prohibited from serving food or beverages along any public street, including from any metered or nonmetered parking space along any public street, or any public sidewalk or right-of-way. The Borough Administrator may grant limited exceptions from this requirement on a case-by-case basis when the public interest requires.
- (5) Other property within the Borough. Mobile retail food establishments may not operate on any other property within the Borough, except as authorized by the Borough Administrator and only in connection with a special event open to the general public, such as a fair, festival or carnival.

#### 4-17.6. Dates, hours and other conditions of operation.

(1) At least five business days prior to operating on any private commercial, industrial or office property within the Borough, a mobile retail food establishment shall file with the Board of Health a schedule of the dates and times it will be serving food and beverages for the ninety-day period at each location where a zoning permit has been granted. Any changes to that schedule shall be filed with the Board of Health at least three business days in advance. Provided all of the requirements of this section are met, the Board of Health shall issue an operating permit authorizing the mobile retail food establishment to serve food and beverages on that specific private commercial, industrial or office property. A separate operating permit shall be required for every property on which a mobile retail food establishment will be conducting operations. There is no charge for an operating permit.

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(2) It shall be a violation of this section for a mobile retail food establishment to serve food and beverages at any other time than as set forth on the schedule it has filed with the Board of Health for a specific private commercial, industrial or office property.

**DATE:** May 16, 2024

- (3) Maximum operating hours for any mobile retail food establishment are 10:00 a.m. until 7:00 p.m., seven days per week.
- (4) Mobile retail food establishments shall make every effort to minimize noise and odors while in operation and shall ensure that customers have trash receptacles readily available on site, or some other adequate means to ensure the proper disposal of any food or other waste generated.
- (5) Mobile retail food establishments utilizing motorized vehicles are prohibited from parking any such vehicle on any property where the mobile retail food establishment has been authorized to serve food and beverage between the hours of 11:30 p.m. and 6:00 a.m. the following morning. This provision shall not apply if the motorized vehicle is stored in a garage located on the property. Exceptions may be granted by the Borough Administrator for no more than five nights and only in connection with a special event open to the general public, such as a fair, festival or carnival.
- (6) A mobile retail food establishment shall not provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, or standup counters, in connection with its operations. The foregoing shall not apply to already existing facilities located on the property where the mobile food vendor is operating.

#### 4-17.7. Inspections and enforcement.

The Board of Health, Building Department, Fire Department, Police Department and Borough Administrator are empowered to conduct inspections of any mobile retail food establishment to ensure compliance with the provisions of this section that are within their respective areas of jurisdiction, along with any other applicable provisions of the Borough Code or New Jersey laws or regulations. These officers are further authorized to enforce this section and all of its provisions.

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#### 4-17.8. Water Requirements.

Water meeting the requirements specified under this section shall be made available for a mobile retail food establishment using one of the following means:

**DATE:** May 16, 2024

- 1. A supply of containers of commercially bottled drinking water;
- 2. One or more closed portable water containers;
- 3. An enclosed vehicular water tank;
- 4. An on-premises water storage tank; or
- 5. Piping, tubing, or hoses connected to an adjacent approved source.

#### 4-17.9. Sewage and Other Liquid Wastes.

Sewage and other liquid wastes shall be removed from a mobile retail food establishment at an approved waste servicing area or by a sewage transport vehicle in such a way that a public health hazard or nuisance is not created. A tank for liquid waste retention shall be thoroughly flushed and drained in a sanitary manner during the servicing operation.

#### 4-17.10. Indoor Surface Characteristics.

Indoor surface characteristics shall include the following:

- 1. Except as specified in (a)2 below, materials for indoor floor, wall, and ceiling surfaces under conditions of normal use shall be:
  - i. Smooth, durable, and easily cleanable for areas where retail food establishment operations are conducted;
  - ii. Closely woven and easily cleanable carpet for carpeted areas; and 8:24–6.1(a)1(ii) 42
  - iii. Non-absorbent for areas subject to moisture such as food preparation areas, walk-in refrigerators, ware washing areas, toilet rooms, mobile retail food establishment servicing areas, and areas subject to flushing or spray cleaning methods.
- 2. Exterior surfaces of buildings and mobile retail food establishments shall be of weather resistant materials and shall comply with law.

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**DATE:** May 16, 2024

#### 4-17.11. Violations and penalties.

Any person who violates any of the provisions of this section shall be subject to the penalties established by §3-1 of the Borough Code. Additionally, any vehicle, whether motorized or nonmotorized, such as a truck, van, trailer or pushcart, used in a mobile food vending operation without all applicable licenses and permits as required by this section shall be deemed a public safety hazard and may be impounded.

#### 4-17.12. License revocation or suspension.

Failure to comply with any of the provisions of this section may result in having any license or permit issued under the provisions of this section revoked or suspended for a specified period of no greater than 90 days, by the licensing authority, Borough officer responsible for enforcement or by the Borough Council. The foregoing is in addition to the penalties established by §3-1 of the Borough Code.

#### **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.

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#### **RESOLUTION # 2024-118**

**DATE: 05-16-2024** 

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

## AMENDING BY-LAWS OF THE MAYOR AND COUNCIL OF THE BOROUGH OF BOGOTA

**WHEREAS**, the Bogota Mayor and Council discussed various changes to the Borough's bylaws at its regularly scheduled Work Session meeting of May 2, 2024; and,

**WHEREAS**, the Mayor and Council recognized the importance of providing additional opportunities for citizen input during Council meetings; and,

**WHEREAS**, several Borough residents have expressed their concerns regarding their ability to address the Council both before and after decisions are made or approvals are granted; and,

**WHEREAS**, it is in the best interest of the Borough to enhance opportunities for citizen engagement in the decision-making process; and,

**WHEREAS**, it was therefore decided that the by-laws should be amended to provide for a second Citizen's Remarks period at the Borough's Work Session meetings, so that the format is the same as the Borough's Regular Mayor and Council meetings; and,

**WHEREAS**, the proposed revisions to the Borough's by-laws are attached as an exhibit to this resolution and can be found on page five (5); and,

WHEREAS, the Council wishes to amend the by-laws, as reflected in the attached Exhibit.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Bogota, that the by-laws of the Borough are hereby amended in accordance with the language set forth in the Exhibit attached hereto; and,

**BE IT FURTHER RESOLVED**, that the proposed revisions shall take effect immediately.

#### **CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a regular meeting held on 05-16-2024.

Yenlys Flores-Bolivard, Municipal Clerk

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# BY-LAWS OF THE COUNCIL OF THE BOROUGH OF BOGOTA



2024

#### AMENDMENT DATE

January 17, 2019 Resolution no. 19-040

January 7, 2021 Resolution no. 21-022

March 2, 2023 Resolution no. 2023-76

March 21, 2024 Resolution no. 2024-98

May 16, 2024 - PENDING Resolution no. 2024-118

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Adoption and Term	

#### **ARTICLE I**

The deliberation of the Council shall be governed by Robert's Rules of Order, except when the same are in conflict with the laws of the State of New Jersey or these By-Laws, in which event, said Robert's Rules of Order shall be inapplicable.

#### ARTICLE II Mayor

#### Section 1

The Mayor shall preside over the deliberations of the Council and shall conduct the meetings thereof. He/She shall also participate in the determination of Borough affairs to the extent permitted by statute.

#### Section 2

The Mayor shall, on all occasions, preserve order and decorum, and he/she shall cause the removal of all persons who interrupt the orderly proceedings of the Council.

#### Section 3

When two or more Councilmembers shall request recognition at the same time, the Mayor shall name the one entitled to the floor.

#### Section 4

The Mayor shall decide all questions of order without debate, subject to an appeal by the Borough Attorney whose determination shall be binding, and the Mayor may call upon the Borough Attorney for his/her opinion upon any question of order.

#### Section 5

The Mayor shall be an ex-officio member of all committees, both standing and special, and shall be informed in advance of all meetings of such committees.

#### **Section 6**

In the absence of the Mayor, or if he/she is unable to perform his/her duties; the Council President or, in his/her inability to act, the Councilmember, having the longest, continuous and uninterrupted term of service, shall act as Presiding Officer, as provided by statute.

#### **Section 7**

The Mayor shall not vote except to give the deciding vote in case of a tie, or as otherwise provided by the laws of the State of New Jersey.

## **ARTICLE III Borough Clerk**

#### Section 1

The Borough Clerk shall attend all meetings of the Council, keep a record of its proceedings and perform such other duties enjoined upon that office by the laws of the State of NJ and these By-Laws.

#### Section 2

The Borough Clerk shall keep the minutes and ordinance books properly and fully indexed and up-to-date, and shall perform all the duties evolving upon such office and such special services as the Mayor, and Council may require.

#### **Section 3**

It shall not be necessary for the Borough Clerk to read the minutes of the previous meeting, if the said Borough Clerk shall have submitted an electronic draft copy to each of the Councilmembers, as soon as practicable.

#### **Section 4**

Mayor and Council may submit edits to the draft meeting minutes in writing or verbally to the Clerk prior to the approval of the minutes.

#### Section 5

The Borough Clerk shall make available the final agenda and all supporting documents, including resolutions, of the Mayor and Council meeting by noon on the Tuesday prior to the meeting. Any items added after 5:00 p.m. on that date shall be added to the next meeting agenda, unless it is an emergency where action is required.

Items may be added to the agenda by the Borough Clerk, Borough CFO or Borough \*\*\*\*
Administrator, in addition to the Mayor and two Councilmembers or three Councilmembers.

Items may be removed from the agenda by the Mayor and two Councilmembers, or by three Councilmembers, prior to the meeting that the agenda relates to.

#### **ARTICLE IV**

#### **Work Session and Regular Meetings**

#### **Section 1**

The Council shall hold an annual re-organization meeting during the first seven (7) days of January of any year, which meeting shall be the first meeting of the year and will be held within the Borough at such time and place as the Council may direct.

All regular meetings of the Borough shall take place at 7:30p.m. on the first and third Thursdays of each month. Special or emergency meetings may be called from time to time by the Mayor or by any four members of the Council upon consultation with the Borough Clerk, Borough Attorney and/or Borough Administrator.

#### **Section 2**

The Council, at its annual reorganization meeting shall, by the vote of a majority, of said Council, elect from their members, a President of the Council. He/She shall hold office for one (1) year and until the next annual reorganization meeting. If the Council, at its annual reorganization meeting, fails to elect a President from the Council, the Mayor may appoint the President from the Council, and in such case no confirmation by the Council shall be necessary.

#### **Section 3**

If the Mayor is absent from the Borough for a period of three (3) days or, for any reason is unable to act, the President of the Council shall perform all the duties of the Mayor during such absence or inability. The Mayor, in case of his/her intended absence from the Borough for more than three (3) days at any time shall notify the President in writing of such intended absence, whereupon the President shall be acting Mayor, upon the receipt of such notice and continue to act in that capacity until the Mayor's return,

#### **Section 4**

If a Councilmember shall be absent from the Borough for more than three (3) days, he/she shall so notify the Mayor and Council President.

#### **Section 5**

At the annual reorganization meeting, the Council shall fix the time and place for holding regular meetings during the ensuing year, which time and place, shall not be changed; except by proper notification in accordance with the Open Public Meetings Law and amendment of the Bylaws.

#### **Section 6**

It shall be the duty of the Mayor, when necessary, to call special meetings of the Council. In case of his/her neglect or refusal, any four (4) members of the Council may call such meetings at such time and place in such Borough as they may designate. In all cases except those of urgency and importance, at least forty-eight (48) hour notice shall be given to the Mayor and Councilmembers by the Borough Clerk in advance of a special meeting, which shall be conducted in accordance of the New Jersey Open Public Meetings Act. Said notice shall include the time, date, and place of the special meeting and shall include the purpose of the meeting.

#### **Section 7**

Three (3) Councilmembers and the Mayor, or in the absence of the Mayor, four (4) Councilmembers shall constitute a quorum.

#### **Section 8**

If no quorum is present at any meeting within fifteen minutes of the advertised start time, those assembled shall have power and are authorized to set a new meeting date; and then adjourn.

The following order of business shall be observed:

#### **Regular Mayor & Council Meeting**

Regular Mayor and Council meetings shall be held on the <u>3<sup>rd</sup></u> Thursday of the Month.

Salute to the flag

Roll call (Clerk shall also note the attendance of the Borough Attorney, Borough Administrator, and any other Borough official who may be present at the meeting)

Notice of public hearing

Citizen Remarks

Council Response to Citizen Remarks

Ceremonies (if any)

Discussion

Introduction of ordinances

Public hearing of ordinances

Consent agenda including all various approvals, minutes and payment of claims

Other agenda items – Old Business

Correspondence/petitions (read by Clerk)

Citizen Remarks

Reports including Committee Liaisons, Borough Administrator, Borough Clerk, Borough

Attorney and Engineer

**Closed Session** 

Adjournment

#### **Work Session**

Work Sessions shall be held on the 1<sup>st</sup> Thursday of the month.

The same meeting format for a Regular Mayor & Council Meeting shall be conducted at a Work Session, except that no reports shall be presented, and no official action shall be taken unless the matter is time sensitive.

No Work Session shall be held in the months of July, August, and November

Regular meetings of the Mayor and Council shall be called to order at 7:30 pm. Special meetings shall be called to order at the designated date and time.

Meetings shall end at 10:30 pm, with a voice vote being taken at 10:30pm to extend the meeting by thirty minutes increments with the majority vote of the Council.

#### **Section 10**

The regular order of business may be suspended at any meeting by a majority vote of Council present or by the Mayor with the consent of Council.

#### Section 11

All actions of the Council shall be by a majority vote of those present, except as otherwise required by NJ statutes.

#### Section 12

Rules of Order

- a) Every member, when speaking, shall address himself/herself to the Chair unless directed otherwise.
- b) While a member is speaking, no other member shall entertain any private discourse. No member of Council shall leave his/her seat without permission of the Chair.
- c) Every member who shall be present, when a question is put, shall vote for or against it, unless he/she shall abstain for any reason.
- d) No person, not a member of the governing body, shall be given the privilege of the floor except by permission of the Mayor or upon the demand of a member of the Council, if supported by the votes of a majority of the Councilmembers present.
- e) A member called to order by the Mayor or Presiding Officer, shall cease speaking immediately unless permitted to explain. He/She may, if he/she wishes, appeal to the Borough Attorney for permission to continue his/her remarks, whose determination shall be binding. If there is no appeal, the decision of the Chair shall stand and be final.
- f) No resolution or motion shall be put for a vote unless seconded.
- g) When a motion is made and seconded, there must be a call for discussion on the resolution prior to the roll call vote.
- h) A motion to lay on the table shall be decided without amendment or debate; and such motion, until it is decided, shall preclude all amendments or debate of the main question.
- i) A motion to adjourn shall be decided without debate and shall always be in order, except when the Council is voting or when a Council person is addressing the Council, or immediately after the question of adjournment has been decided in the negative.
- i) A consent agenda may be used by unanimous agreement of Council.
- k) Items on the consent agenda can be pulled for discussion at any time at the request of the Mayor or a Council Member.
- l) The Mayor and Council Members are prohibited from sending or receiving text messages with other members on the dais until the meeting is adjourned.

#### **Section 13**

The Council may, in its discretion, hold their public meetings in-person and remote (i.e. hybrid) format, provided the Open Public Meetings Act, N.J.S.A. 10:4-1, *et seq* and other applicable laws are followed. Remote meetings shall only be mandatory in the event of a public health or other declared emergency that requires meetings to be held remotely, because the emergency reasonably prevents the local public body from safely conducting public business at a physical location with members of the public present.

A. When a meeting is conducted in a hybrid manner, the public accessing the meeting remotely shall have similar access to participate in the meeting as members of the public who are present, and shall be limited to speaking during public comments and other public hearings for no more than 5 minutes per person.

B. The option of hybrid meetings is a convenience to the public. Therefore, unless a declared emergency makes conducting a remote meeting mandatory, Council members, the Borough

Attorney, Borough Administrator and Borough Clerk are required to attend all public meetings in person unless their absence is excused.

- C. Any agendas or presentation documents that would be viewed or made available to members of the public who physically attend a public meeting shall also be made visible on a video broadcast or be made available for download on the Borough's website ahead of the meeting.
- D. The electronic communication technology used for a hybrid or remote public meetings must have a function that allows the Borough to mute the audio of all members of the public, as well as allow members on the dais to mute themselves.

If a member of the public accessing the meeting remotely becomes disruptive, including during any period for public comment, the person charged with running the remote component of the public meeting shall mute or continue muting the disruptive person, at the direction of the Mayor or a majority vote of the Council, after the person is warned that continued disruption may result in their being prevented from speaking. Disruptive conduct includes sustained inappropriate behaviors such as, but not necessarily limited to, shouting, interruption and use of profanity.

- E. All public notices to a hybrid meeting must include the instructions to access the meeting remotely, and indicate where meeting documents, such as agendas, will be made available for download. Connection instructions shall also be posted on the Borough's webpage ahead of the meeting. If the Borough Council intends to conduct hybrid meetings for a series of regularly scheduled meetings, then the annual meeting notice shall be revised at least seven (7) days prior to the next regularly scheduled hybrid meeting in accordance with this sub-part. If a declared emergency requires public meetings to be conducted remotely, then a copy of the public notice shall also be posted on the door of the Municipal Building. The notice must be viewable from the outside.
- F. If members of the public who are remotely accessing the meeting become unable to gain access due to a technical or equipment issue experienced by the Borough, then no official action should be taken at the meeting until the connection for remote users is restored. If the technical issues are not resolved within fifteen (15) minutes, then the meeting shall be adjourned.

#### **ARTICLE V**

#### Committees/Liaisons

#### **Section 1**

There shall be the following standing committees, with 2 Council liaisons appointed to each by the Mayor under the consent of the Council;

- 1. Administration/Personnel
- 2. Finance and Tax/Grant Writing
- 3. Board of Education
- 4. BACSA
- 5. Buildings & Grounds/Property Maintenance
- 6. Construction/Planning and Zoning
- 7. Department of Public Works
- 8. Environmental/Shade Tree

- 9. Fire Department
- 10. Health and Insurance Board of Health
- 11. Library
- 12. Liaison to the County/State
- 13. Police/Auxiliary Police/Court/ Office of Emergency Management
- 14. Recreation
- 15. Rescue
- 16. Senior Citizens
- 17. Transportation (Airport Noise Abatement, Train Issues, etc.)
- 18. Veterans' Affairs

Notwithstanding the foregoing, there shall be a police committee consisting of three council liaisons whose members and chairperson shall be appointed by the Mayor.

#### Section 2

Liaisons may meet with various departments, boards and commissions and report back to and/or make recommendations to the full Council, but may not make any financial commitments nor act outside of any statutory limitations established by the State of New Jersey.

#### **Section 3**

The Mayor may appoint Special Committees with Council consent for purposes other than those embraced in the Standing Committees, designated in Section 1.

#### **Section 4**

The Chairperson of each Standing or Special committee shall be prepared to report to the Mayor and Council at each regular meeting on principal activities and, achievements of their respective committee.

#### **ARTICLE VI**

#### **Ordinances**

All ordinances shall be submitted in writing, with approval as to form by Borough Attorney at a meeting of the Council. The procedure for passage of all ordinances shall conform to the procedure under the Laws of the State of New Jersey. After final passage or adoption of any ordinance, it shall be published as provided by law, together with date of passage.

## **ARTICLE VII Payment of Claims**

#### Section 1

All bills or claims against the Borough shall be in writing, fully itemized, sworn to as required by statute, and presented on such forms as the Borough shall provide for such purpose. No bills or claims shall be approved by the Borough Council for final payments unless the same shall have been reviewed by the appropriate Council members prior to the regular meeting at which payment is approved. The bill list will be provided to all Council members with the Agenda by noon of the Tuesday preceding the Council meeting.

#### Section 2

All bills and claims must be supported by a certification that the goods were received in good order, or that the services were satisfactorily rendered, and that the same are in accordance with the agreed specifications and price. Such certification shall be made by the responsible person accepting the same on behalf of the Borough, and who may be held accountable. Each such bill or claim shall then be carefully reviewed, checked, and approved for budget change and classification by or under direction of the Borough official or department head responsible for the budget item affected.

All checked Purchase Orders, with supporting papers attached, shall then be presented to the Finance Committee for examination and audit.

All Purchase Orders, so approved, shall be referred back to the Borough Clerk to be presented at a regular meeting of the Mayor and Council for approval. (Payment of Claims)

Authorization to pay amounts of the approved PO shall be by resolution of the Council.

All bills, Purchase Orders and Bank Statements shall be filed in a safe place and be made available for public inspection.

## ARTICLE VIII Borough Seal

#### Section 1

The seal of the Borough shall be as hereinafter impressed.

#### Section 2

The seal shall be Circular in form and contain the following; "The Borough of Bogota, Bergen County, New Jersey", including thereinafter year of incorporation.

#### **Section 3**

The seal shall be in the custody of the Borough. Clerk and shall be impressed on all appropriate documents or papers.

#### ARTICLE IX Amendments

#### **Section 1**

The Mayor or any member of the Council may propose amendments to these By-Laws at any regular meeting.

#### Section 2

These By-Laws shall be altered or amended only by a majority vote of the entire Council on a roll call vote.

## ARTICLE X Adoption and Term

#### **Section 1**

The By-Laws shall be adopted by a resolution of Council concurred in by a majority of Council.

#### **Section 2**

The By-Laws shall become effective immediately after adoption and shall remain in effect until Council amends same.



#### **RESOLUTION # 2024-119**

**DATE: 05-16-2024** 

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

#### PUBLIC HEALTH SERVICES FOR 2024 HARP

**WHEREAS**, The Health Department is required to establish and maintain a program of recognized standards of performance as set forth in the New Jersey Administrative Code, Title 8, Chapter 52, effective as of February 18, 2003; and

**WHEREAS**, The AGENCY, hereinafter referred to as "CONTRACTOR," is willing to provide public health services as specified in the aforementioned standards of performance; and

**WHEREAS**, it is necessary to define the scope of services and obligations of both parties under this agreement;

#### NOW, THEREFORE, BE IT RESOLVED that:

#### Article I: Services Provided

- 1. Scope of Services: The AGENCY, hereinafter referred to as "CONTRACTOR," shall provide public health services as specified in the New Jersey Administrative Code, Title 8, Chapter 52, effective as of February 18, 2003, to the Health Department, hereinafter referred to as "HEALTH DEPARTMENT," in accordance with the terms of this agreement.
- 2. Public Health Services: Public health services shall include:
  - a. Administrative services as set forth in N.J.A.C. 8:52-5,
  - b. Health education services as set forth in N.J.A.C. 8:52-6,
  - c. Public health nursing services as set forth in N.J.A.C. 8:52-7, and
  - d. The ten essential public health services as outlined in N.J.A.C. 8:52-8.

#### Article II: Obligations

1. HEALTH DEPARTMENT Obligations: The HEALTH DEPARTMENT shall establish and maintain a program of recognized standards of performance as set forth in the New Jersey Administrative Code, Title 8, Chapter 52, effective as of February 18, 2003.

2024-119 Page **1** of **2** 



#### **RESOLUTION # 2024-119**

**DATE: 05-16-2024** 

2. CONTRACTOR Obligations: The CONTRACTOR shall provide the specified public health services to meet the standards of performance outlined by the HEALTH DEPARTMENT.

#### Article III: Term of Agreement

- 1. Effective Date: This agreement shall become effective on [Effective Date].
- 2. Duration: This agreement shall remain in effect for a period of [Duration] unless terminated earlier in accordance with the provisions outlined herein.

#### Article IV: Compensation

- 1. Payment Terms: The HEALTH DEPARTMENT agrees to compensate the CONTRACTOR for the services rendered in accordance with the terms outlined in Schedule A, attached hereto and made a part of this agreement.
- 2. Billing and Invoicing: The CONTRACTOR shall submit invoices to the HEALTH DEPARTMENT for payment in accordance with the billing and invoicing procedures outlined in Schedule A.

#### Article V: Termination

- 1.Termination for Convenience: Either party may terminate this agreement at any time, with or without cause, by providing written notice to the other party [number of days] days prior to the intended termination date.
- 2. Termination for Cause: Either party may terminate this agreement immediately upon written notice if the other party fails to perform its obligations under this agreement and such failure is not cured within [number of days] days of receiving written notice of the breach.

#### Article VI: Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

#### Article VII: Entire Agreement

This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

#### **CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a regular meeting held on 05-16-2024.

Yenlys Flores-Bolivard, Municipal Clerk

2024-119 Page 2 of 2

#### THIS IS A CONTRACT

Between

HEALTH AWARENESS REGIONAL PROGRAM HACKENSACK MERIDIAN HEALTH HACKENSACK UNIVERSITY MEDICAL CENTER HACKENSACK, NEW JERSEY 07601

hereinafter referred to as AGENCY

And

#### **BOROUGH OF BOGOTA**

hereinafter referred to as "HEALTH DEPARTMENT"

Witnesseth:

That for and in consideration of the mutual promises herein contained it is understood and agreed by the parties that:

Article I

The Health Department is required to establish and maintain a program of recognized standards of performance as set forth in the New Jersey Administrative Code, Title 8-Chapter 52, effective as of February 18, 2003. The AGENCY will provide the Public Health services as specified in these standards of performance.

Article II

Public health services shall include administrative services as set forth at N.J.A.C. 8:52-5, health education services as set forth at N.J.A.C. 8:52-6, public health nursing services as set forth at N.J.A.C. 8:52-7, and the three core functions of public health which have been expanded to become the "10 essential public health services" in (a) 1 through 10.

#### A. Public health services shall:

- 1. Monitor health status to identify community health problems as set forth at N.J.A.C. 8:52-10.
- 2. Diagnose and investigate health problems in the community as set forth at N.J.A.C. 8:52-12
- 3. Inform, educate and empower people regarding health issues as set forth at N.J.A.C. 8:52-6.
- 4. Mobilize community partnerships to identify and solve health problems as set forth at N.J.A.C. 8:52-9.
- 5. Develop policies and plans which support individual and community health efforts as set forth at N.J.A.C. 8:52-11.
- 6. Enforce the laws and regulations that protect health and ensure safety as set forth at N.J.A.C. 8:52-14.
- 7. Link people to needed personal health services and assure health care when it is otherwise unavailable as set forth at N.J.A.C. 8:52-13.

- 8. Ensure a competent local public health system and assure a competent personal health care workforce as set forth at N.J.A.C. 8:52-8.
- 9. Evaluate the effectiveness, accessibility, quality of personal and population-based health services as set forth at N.J.A.C. 8:52-16.
- 10. Research for innovative solutions to health problems as set forth at N.J.A.C. 8:52-15.

#### Article III TERM OF CONTRACT

- A. This Agreement shall be effective <u>January 1st</u>, 2024 and shall be reviewed biennially. Specific points to be considered will include:
  - 1. Review of hours, fees, costs and charges
  - 2. Review of both parties compliance with all aspects of the contract.

#### Article IV SPECIALIZED REGIONAL EXPERTISE AND CAPACITY

- A. Each local health agency shall have access to the following regional expertise and capacities to meet standards of performance:
  - 1. Administrative leadership and planning and coordination to implement all "10 essential public health services" set forth at N.J.A.C. 8:52-3.3 (a) 1 through 10;
  - 2. Public health community planning and coordination of population-based preventive health services;
  - 3. Coordinated public health nursing services and the administration thereof;
  - 4. Coordinated public health education and health promotion services and the administration thereof:
  - 5. Coordinated prevention and control of communicable disease.

#### Article V EMERGENCY RESPONSE CAPACITY

- A. 8:52-12.2 Each local health agency shall ensure its capacity to immediately respond to a public health emergency in accordance with applicable State and Federal requirements. Each local health agency shall also:
  - 1. Maintain a mechanism which allows for emergency communication 24 hours per day, seven days per week, including weekends and holidays;
  - 2. Develop a preparedness plan with the local public health system to address public health emergencies. The plan shall be consistent with and be integrated with the Health Alert Network; and
  - 3. Orient and train staff (through exercises) to their roles and responsibilities under the plan at least annually.

B. Each local health agency shall work with their Municipal and County Office of Emergency Management to ensure the coordination and integration of public health and emergency management planning and response activities.

#### Article VI PUBLIC HEALTH NURSING SERVICES

- Each local health agency shall provide comprehensive public health nursing Α. services that provide integrated support to the daily operation of the local health agency.
- B. Each local health agency shall ensure that public health nursing practice provides the core public health functions and the delivery of the "10 essential public health services" as set forth at N.J.A.C. 8:52-3.2 (a) 1 through 10.

#### **OUALIFICATIONS OF PUBLIC HEALTH NURSING** Article VII

- Hold a baccalaureate degree in nursing from an accredited college or A. university or graduation from a School of Nursing approved by the New Jersey State Board of Nursing.
- Current license to practice as a registered nurse by the New Jersey State B. Board of Nursing.
- C. Have a minimum of one-year experience in public health or working with a preceptor.
- Complete a course in population-based public health nursing within one D. year of employment.
- Complete fifteen (15) continuing education contact hours of public health E. related instruction annually.

#### Article VIII **DUTIES OF A PUBLIC HEALTH NURSE**

Each local health agency shall ensure that public health nursing practice A. provides the core public health functions and the delivery of the "10 essential public health services" as set forth at N.J.A.C. 8:52-3.2(a) 1 through 10. These services shall be developed and overseen by a public health nurse.

#### В. **COMMUNICABLE DISEASE**

- The local board of health shall conduct a program for the 1. surveillance, investigation and control of reportable disease and shall:
  - Document episodes of reportable disease including a. occupational diseases and/or incidents and transmit the information of the State and other agencies as required by Chapter Two, Reportable Diseases (N.J.A.C. 8:57-1) of the State Sanitary Code and N.J.S.A. 26:4;

- b. Collaborate with supervisor, health officer, and local board of health designee to disseminate and exchange information relative to outbreaks of disease with physicians, hospitals, boards of education, and other responsible health agencies as appropriate; and,
- c. Analyze reported data to provide a basis upon which to plan and evaluate an effective program for the prevention and control of infectious diseases.
- 2. Assist all schools/childcare centers to implement and enforce the immunization requirements of Chapter 14, of the State Sanitary Code, by conducting periodic surveys and record audits.

## C. ADULT/OLDER ADULT CHRONIC DISEASE HEALTH SCREENING SERVICES

- 1. To provide adult/older adult health consultation and chronic disease screening services which identifies but is not limited to the health needs of adults age 65 and older for the residents of the municipality.
  - a. To plan for and administer regularly scheduled Adult/Older Adult Health and Chronic Disease Consultation Clinics.
  - b. To plan for and administer other health consultation and health promotion activities as indicated and requested, based on an identified need.
  - c. These health consultation and promotion activities shall include:
    - 1) Hypertension screening
    - 2) Cardiovascular risk factor assessment, counseling and education
    - 3) Diabetes risk factor, assessment, counseling and education
    - 4) Cancer risk factor, assessment and counseling
    - 5) General health needs assessment
    - 6) Provide follow-up and referral as appropriate, for all non-negative screening results or for individual needs as identified in assessment
    - 7) Place an emphasis on prevention through the education of life-style modification to reduce negative health risks
  - b. Provide for an annual flu immunization program.

c. To maintain confidential individual client records and other records as required by the Municipality.

# Article IX <u>SERVICE LIMITATIONS</u>

All services performed by the Agency pursuant to this Agreement shall be done in conformity with the medical and other policies of the Agency.

# Article X AGENCY RESPONSIBILITIES

- A. Develop, Provide and Maintain: patient care records, screening, surveys, consents, and other documents in accordance with acceptable professional standards. If this agreement is terminated or not renewed for any reason, all patient care records shall be provided to the Bogota Health Department at no charge. The Agency shall comply with the provisions of HIPAA and any corresponding laws of the State of New Jersey as amended from time to time in the maintenance, use, and disclosure of all protected health information.
- B. All new documents developed by HARP will remain the property of the Health Awareness Regional Program (HARP) of Hackensack Meridian Health, Hackensack University Medical Center.
- C. Maintain such insurance as will protect it from claims under Worker's Compensation and public liability in the performance of any of its services under this Agreement.
- D. Comply with the Civil Rights Act of 1964 (Public Law 88-352) and the Presidential Executive Order 11246 to the end that no person shall on the grounds of race, color, or national origin, be excluded from participation in or denied benefits of or be otherwise subjected to discrimination under any program or activity.

#### Article XI PAYMENT FOR SERVICE

In consideration of the faithful performance by the Agency of its Agreement herein, the Health Department covenants and agrees to pay the Agency during the term of this contract, for professional nursing services at the rate as defined in the Contract Addendum.

#### Article XII TERMS OF AGREEMENT AND TERMINATION

- A. This Agreement shall be effective January 1, 2024 and shall be reviewed annually during the month of November.
- B. This contract shall be deemed to be renewed following the agreement between both parties regarding the conditions. An Addendum attesting to this agreement shall be signed by both parties biennially and attached to this contract.

- C. This Agreement may be terminated in part of the whole on written notice by either party of its intentions to do so, at least 60 days in advance of the desired date of termination.
- D. Failure to comply with the conditions, agreements and terms of this Contract may be interpreted as cause for immediate termination of this Contract.
- E. All written notices affecting the Agreement termination must be delivered by Certified or Registered Mail. The date of deposit of any notice in a United States Post Office with all postage pre-paid shall be deemed the date of delivery thereof.

#### Article XII

## TERMS OF AGREEMENT AND TERMINATION - Cont'd.

F. This Agreement shall not be assigned by the Agency without the written consent of the Municipality.

ROPOLICH OF ROCOTA

It is understood that this Agreement and attached Addendum(s) constitute the entire contract between the BOROUGH OF BOGOTA and the HEALTH AWARENESS REGIONAL PROGRAM, HACKENSACK MERIDIAN HEALTH, HACKENSACK UNIVERSITY MEDICAL CENTER.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

	bond out of bodo in
ATTEST	By:
Ву:	Title:
Date:	Date:
	HEALTH AWARENESS REGIONAL PROGRAM HACKENSACK UNIVERSITY MEDICAL CENTER HACKENSACK MERIDIAN HEALTH
ATTEST	By:
Ву:	Title: President & Chief Hospital Executive Hackensack University Medical Center President North Region Hackensack Meridian Health
Date:	Date:

# ADDENDUM TO BE ATTACHED TO THE AGREEMENT DATED: January 1, 2024

Between

HEALTH AWARENESS REGIONAL PROGRAM (HARP) OF HACKENSACK UNIVERSITY MEDICAL CENTER HACKENSACK MERIDIAN HEALTH

And

**BOROUGH OF BOGOTA** 

Topic of this Addendum Charge for Services

Public Health Nursing (\$53.50 X 110 hours)

\$5,885.00

# PAYMENT FOR SERVICE

Payment to the Health Awareness Regional Program of Hackensack Meridian Health, Hackensack University Medical Center in the amount of \$1471.25 each quarter.

**BOROUGH OF BOGOTA** 

ATTEST	By:
By:	Title:
Date:	Date:
	HEALTH AWARENESS REGIONAL PROGRAM HACKENSACK UNIVERSITY MEDICAL CENTER HACKENSACK MERIDIAN HEALTH
ATTEST	By:
By:	Title: President & Chief Hospital Executive Hackensack University Medical Center President North Region Hackensack Meridian Health
Date:	Date:

# **INVOICE**

Invoice Number: B-102024

October 1, 2024

# **SERVICES RENDERED TO:**

Bogota Health Department 375 Larch Avenue Bogota, New Jersey 07603

Registrar of Vital Statistics

# **PLEASE REMIT PAYMENT TO:**

Health Awareness Regional Program (HARP)
Hackensack Meridian Health
Hackensack University Medical Center
87 Route 17 North, Room 194 Maywood, NJ 07607
Attention: Joanne Wendolowski MS, RN
PHN Supervisor

#### DATE (S) OF SERVICE

#### PROFESSIONAL SERVICES

COST

October 1, 2024 to

December 31, 2024

Public Health Nursing Services

TOTAL AMOUNT DUE

\$1471.25



# **INVOICE**

Invoice Number: B-072024 July 1, 2024

## **SERVICES RENDERED TO:**

Bogota Health Department 375 Larch Avenue Bogota, New Jersey 07603

## **PLEASE REMIT PAYMENT TO:**

Health Awareness Regional Program (HARP)
Hackensack Meridian Health
Hackensack University Medical Center
87 Route 17 North, Room 194 Maywood, NJ 07607

Registrar of Vital Statistics

Attention: Joanne Wendolowski MS, RN PHN Supervisor

# **DATE (S) OF SERVICE**

# **PROFESSIONAL SERVICES**

COST

July 1, 2024 to September 30, 2024 Public Health Nursing Services

TOTAL AMOUNT DUE

\$1471.25



# **INVOICE**

Invoice Number: B-042024

April 1, 2024

# **SERVICES RENDERED TO:**

Bogota Health Department 375 Larch Avenue Bogota, New Jersey 07603

# **PLEASE REMIT PAYMENT TO:**

Health Awareness Regional Program (HARP)
Hackensack Meridian Health
Hackensack University Medical Center
87 Route 17 North, Room 194 Maywood, NJ 07607

Registrar of Vital Statistics

Attention: Joanne Wendolowski MS, RN PHN Supervisor

#### DATE (S) OF SERVICE

#### PROFESSIONAL SERVICES

COST

April 1, 2024

to

June 30, 2024

Public Health Nursing Services

TOTAL AMOUNT DUE

<u>\$1471.25</u>



# **INVOICE**

Invoice Number: B-01022024 March 1, 2024

## **SERVICES RENDERED TO:**

Bogota Health Department 375 Larch Avenue Bogota, New Jersey 07603

# **PLEASE REMIT PAYMENT TO:**

Health Awareness Regional Program (HARP)
Hackensack Meridian Health
Hackensack University Medical Center
87 Route 17 North, Room 194 Maywood, NJ 07607

Registrar of Vital Statistics

Attention: Joanne Wendolowski MS, RN

**PHN Supervisor** 

#### DATE (S) OF SERVICE

#### **PROFESSIONAL SERVICES**

**COST** 

January 1, 2024 to March 31, 2024

Public Health Nursing Services

TOTAL AMOUNT DUE

<u>\$1471.25</u>

# Health Awareness Regional Program Bogota 2023

Date	1/3	2/7	3/7	4/4	5/2	6/6	7/4 closed	8/1	9/5	10/3	11/14	Total
Admission		2		1	2			2	2	1		10
1st visit of year	7	1	2	2	1			1				14
Revisit		2	4	7	9	6		7	9	8	1	55
18-34 yr												
35-64 yr											1	4
65-85 yr	5	2	3	6	7	4		5	7	5		44
86 +	2	3	3	4	5	2		5	4	4		32
ВР												
Normal	3		2	2	1	1		4	6	2		21
Elevated	1	1		4	2	3		3	3	2		18
Stage 1		1		2	4	1		2	1	2		12
Stage 2	3	3	4	2	5	1		1	1	3	1	24
Referral	1	1	1		1			1		1		6
Out of range	1	0	1	0	0	0		0	0	0	0	2

# **Communicable Disease**

	Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	YT
Communicable disease													
reports- non COVID-19	9	6	9	0	2	2	4	6	4	3	2	4	51
COVID-19 School													
Consultations	1	2	0						2				5
Vaccines: Influenza											10		10

# **Health Promotion Events**

			Atten			
Date	Program	Presenter	dees	Population	Site	Classes
		M. Chu CHES & S.			Bogota Jr/ Sr	
1/13/2023	Don't Get Vaped In	Guerrero CHES	80	Teens	High School	5
					Bogota Jr/ Sr	
1/24/2023	Don't Get Vaped In	M. Chu CHES	80	Teens	High School	5
3/7/2023	Understanding Heart Failure	L. Lupetti RN	12	Older Adults	Senior Center	1
8/24/2023	Sun Safety with Dermascan	S.Guerrero CHES	0	Adults	Swim Club	1
8/30/2023	Sun Safety with Dermascan	S.Guerrero CHES	40	Adults	Swim Club	1
11/7/2023	Influenza Clinic	L. Lupetti	10	Older Adults	Senior center	1

# **Annual Immunization Audits 2023**

Facility Address	School Code	Date of Audit	Initial Complianc e	Re-Audit	Final%
E. Roy Bixby 25 Fischer St. 201-441-4833	PBC-12	01/30/23	100%	: +	:-
Trinity Lutheran Pre 1167 Palisade Ave 201-487-3580	RBC-12	02/09/23	100%	. <del>*</del>	-
Bogart Memorial Preschool 263 Larch Ave. 201-342-2093	RBC-11	02/09/23	100%	÷	-
Bogota Middle School 131 E. Fort Lee Road 201-487-8641	NBC-11	11/30/22	96%	1/12/23	100%
Lillian M. Steen School 152 W.Main St. 201-342-6446 x 3002	PBC-13	11/21/22	87%	1/26/23	100%
Bogota Jr. Sr. High School 2 Henry Luthin Pl. 201-441-4808 ext. 215	PBC-11	11/30/22	98%	1/9/23	100%



**DATE: 05-16-2024** 

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

# NJ CLEAN ENERGY PROGRAM COMMUNITY ENERGY PLANNING GRANT PROGRAM

**WHEREAS**, a sustainable community seeks to ensure that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Borough of Bogota strives to assure clean land, air and water for current and future generations; and

**WHEREAS**, New Jersey's Energy Master Plan: Pathway to 2050 ("EMP") established that community-level action is necessary to achieve the state's goal of 100% clean energy by 2050; and

**WHEREAS**, the New Jersey Board of Public Utilities has created a Community Energy Plan Grant program for municipalities to develop a community energy plan to meet the goals of the state's Energy Master Plan; and

**WHEREAS**, the Borough of Bogota is invested in developing a community energy plan to help the state achieve the goal of 100% clean energy by 2050; and

**WHEREAS**, the Community Energy Plan Grant program will help the Borough of Bogota to plan for and invest in renewable energy and to work towards a better environment for all residents by using the state's Energy Master Plan (EMP) as a guide to develop sustainable strategies that increase clean energy production, reduce energy use, and cut emissions.

**THEREFORE,** the Mayor and Borough Council of Bogota has determined that the Borough of Bogota should apply for the aforementioned Community Energy Planning Grant program; and

**THEREFORE**, the Borough of Bogota will commit to providing staff support for the duration of the Community Energy Planning process, including for gathering of relevant data and for convening at least one public meeting.

2024-120 Page **1** of **2** 



DATE: 05-16-2024

**THEREFORE**, **BE IT RESOLVED**, that the Mayor and Borough Council of Bogota, state of New Jersey, authorizes the submission of the aforementioned application to the NJBPU Community Energy Planning Grant program.

Signature Approved Date **CERTIFICATION** I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a regular meeting held on 05-16-2024. Yenlys Flores-Bolivard, Municipal Clerk

2024-120 Page 2 of 2



DATE: 05-16-2024

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

# COUNTY OF BERGEN - SHARED SERVICES AGREEMENT SNOW PLOWING/SALTING

WHEREAS, This Agreement ("Agreement") made on the May 1,2024 by and between:

**THE COUNTY OF BERGEN,\*\*** a body politic and corporate of the State of New Jersey, acting by and through the Director of Public Works, hereinafter referred to as "COUNTY" and

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

Article VIII: Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

#### **CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a regular meeting held on 05-16-2024.

Yenlys Flores-Bolivard, Municipal Clerk

2024-121 Page **1** of **1** 

#### COUNTY OF BERGEN - SHARED SERVICES AGREEMENT - SNOW PLOWING/SALTING

THIS AGREEMENT ("Agreement") made on theth day of 2024 by and between:
THE COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, acting by and through the Director of Public Works, hereinafter referred to as "COUNTY" and
THEOF, a municipal corporation of the State of New Jersey, herein referred to as "LOCAL UNIT."
WITNESSETH
<b>WHEREAS</b> , the Board of County Commissioners of the County of Bergen, has been authorized under N.J.S.A. 27:16-33, to cause snow to be plowed from COUNTY owned or controlled roads; and
WHEREAS, it is COUNTY's desired plan to employ the services of LOCAL UNIT for snowplow operations and salting on COUNTY owned or controlled roads located within LOCAL UNIT for a period of two snow seasons.
NOW, THEREFORE BE IT AGREED, for the consideration hereinafter stated, the Parties hereto agree as follows:
(1) LOCAL UNIT agrees that it will furnish the necessary equipment and personnel required to perform snow plowing operations on COUNTY owned or controlled roads located within LOCAL UNIT for the two (2) winter seasons commencing October 1, 2024 and ending April 30, 2026.
(2) LOCAL UNIT, through its Superintendent of Public Works or other designated official, will have complete supervision of snowplow operations. LOCAL UNIT agrees it will commence plowing of COUNTY owned or controlled roads, simultaneously with operation on municipal streets, once snow reaches a minimum depth of two (2) inches, and it appears that snowfall will continue. LOCAL UNIT agrees to keep County Snow Control informed of the progress of its snow plowing operations.

(3) LOCAL UNIT agrees that it shall defend COUNTY and hold it harmless form any and all claims that may be filed in equity or law, arising from the performance of this Agreement, and that it shall secure and maintain throughout the duration of this Agreement, comprehensive Automobile Liability insurance in an amount not less than \$1,000,000 CSL (Combined Single Limit) and General Liability Insurance in an amount not less than \$1,000,000 per occurrence and Umbrella

Excess Liability Insurance in an amount not less than \$4,000,000 per occurrence. LOCAL UNIT further agrees that COUNTY shall be provided a Certificate of Insurance naming "The County of Bergen" as an additional insured with respect to services performed under this Agreement, and evidencing the minimum limits of insurance coverage set forth in this Agreement

- (4) COUNTY will compensate LOCAL UNIT for conducting said snow plow operations at a rate of one hundred and fifteen dollars (\$115) per hour of active plowing. COUNTY will not be required to pay for standby time. To receive prompt payment, LOCAL UNIT agrees to submit County of Bergen Direct Vouchers and/or invoice on municipal letterhead within five (5) days after completion of snow plowing of each storm. LOCAL UNIT understands and agrees that COUNTY will not pay vouchers submitted more than thirty days after such storm. COUNTY may audit LOCAL UNIT's records to confirm the information set forth in the Voucher and the payment due to LOCAL UNIT for each storm.
- (5) COUNTY will, during the term of this Agreement, continue to provide LOCAL UNIT with road salt, consistent with past practice, and sufficient to allow LOCAL UNIT to salt COUNTY owned or controlled roads, in the same manner whenever weather conditions are such that LOCAL UNIT salts its own streets.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Agreement in the manner provided by on law, the day and year after written herein.

ATTEST:	COUNTY OF BERGEN
	Ву:
	James J. Tedesco, III, County Executive, or Thomas J. Duch, Esq., County Counsel/ County Administrator
ATTEST:	LOCAL UNIT
	Ву:
	Printed:
	Title:



# COUNTY OF BERGEN DEPARTMENT OF PUBLIC WORKS

One Bergen County Plaza Hackensack, N.J. 07601-7076 (201) 336-6800 · Fax (201) 336-6845

James J. Tedesco III County Executive **Tom Connolly** County Road Supervisor

April 25, 2024

Attention: Municipalities' DPW Superintendent/Administrator

Re: 2024-2026 Snow Plowing Agreement

Dear Superintendent and/or Administrator,

Attached is a copy of our Municipal Snowplow Agreement for the 2024-2026 snow plowing seasons. Please be advised that this contract will run for two consecutive snow seasons. The operating rate is \$115.00 per hour. Control of the plowing of county roads in your municipality would come under the supervision of your Superintendent of Public Works.

Please print out one (1) copy of the agreement and have your mayor sign it along with your governing body's authorizing resolution. Return it to Craig Scandone via email <a href="mailto:cscandone@co.bergen.nj.us">cscandone@co.bergen.nj.us</a> or send via certified mail as soon as possible to:

Tom Connolly/Craig Scandone
Bergen County DPW Operations Division
220 E. Ridgewood Ave., Suite 205
Paramus, NJ 07652

One (1) completed copy will be emailed to you for your records after the County Executive or the County Administrator signs the agreements.

If you have any questions regarding the agreement, please call me at 201-336-7676 or email <a href="mailto:tconnolly@co.bergen.nj.us">tconnolly@co.bergen.nj.us</a> or Craig Scandone at 201-249-7079 or email <a href="mailto:cscandone@co.bergen.nj.us">cscandone@co.bergen.nj.us</a>.

Sincerely,

Tom Connolly



**DATE: 05-16-2024** 

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

# CALLING FOR THE MODERNAZATION OF THE OPEN PUBLIC RECORDS ACT (OPRA) AND THE SWIFT PASSAGE OF S-2930/A-4045

**WHEREAS**, in the 2002 "lame duck" session the Open Public Records Act (OPRA) was approved to make government records, "readily accessible for inspection, copying, or examination by the citizens of this State, with certain exceptions, for the protection of the public interest" while protecting "a citizen's right to a reasonable expectation of privacy"; and

**WHEREAS**, as local leaders we reaffirm our support and commitment to open and transparent government and public access to records, at the same time, we strongly support necessary reforms; and

**WHEREAS**, in the twenty years since the enactment of OPRA and with the advent of new technologies, we have witnessed unintended consequences and, in some cases, abuses of OPRA that place an unfair burden on local governments and taxpayers; and

**WHEREAS**, municipal staff and budgets are increasingly utilized to accommodate the requestors and commercial entities who inundate municipalities with public records requests to the extent that in some instances, additional personnel are hired primarily to handle such requests; and

**WHEREAS, OPRA** has become broadly construed in favor of access and the requestor who prevails in any proceeding in appealing a denial of access of records is permitted to collect exorbitant attorney's fees, which impacts the taxpayers and municipalities who must pay these fees; and

**WHEREAS**, municipalities have seen outside businesses and interests who abuse OPRA for marketing and commercial gains while utilizing municipal employees paid by the taxpayers for this benefit; and

**WHEREAS**, due to court decisions over the years, reasonable expectations of privacy have been diminished when it comes to the balance of transparency and OPRA perpetuates for-profit datamining, unsolicited marketing, and uncontrolled publications of records on internet search engines specifically designed to circumvent and bypass what few protective measures currently

2024-122 Page **1** of **2** 



DATE: 05-16-2024

exist under OPRA, all while allowing the requestor to remain cloaked in anonymity, should they choose to exercise that option; and

**WHEREAS**, when commercial entities are constantly emailing OPRA requests looking for the latest lists of dogs licensed that month, inground pool permits issued, solar roof permits issued, etc., it causes our residents to not want to license their dogs, comply with permits, or interact with the municipality because they don't want to lose their privacy and/or have their information tracked and monetized for commercial purposes; and

**WHEREAS**, reforms to modernize OPRA are long overdue, among them: the need to address requests by commercial entities that utilize public records and the services of local government employees to generate profits, mandatory prevailing attorney fees, which created a cottage industry, and to add language so that such fees are based on facts and circumstances and not an automatic granting; and

WHEREAS, Senators Sarlo and Bucco and Assemblyman Danielsen and Assemblywoman Flynn have introduced S-2930/A-4045, which makes commonsense reforms that do not hinder residents or journalists from using OPRA to access public records, but will protect citizens' personal information from disclosure, addresses the burdensome commercial requests and provide discretion when awarding prevailing attorney fees;

**NOW, THEREFORE, BE IT RESOLVED**, the governing body of the Borough of Bogota in the County of Bergen County respectfully request the adoption of much-needed reforms to modernize and strengthen the legislative intent of the Open Public Records Act (OPRA) and urges the swift passage of S-2930/A-4045; and

**BE IT FURTHER RESOLVED,** as local leaders, we reaffirm our support and commitment to open and transparent government and public access to records but at the same time, we strongly support necessary reforms; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to Senate President Scutari, Assembly Speaker Coughlin, *Gordon Johson of State Senator*, *Assemblywoman Shama Haider*, *Assemblywoman Ellen Park representatives*, Governor Murphy, and the New Jersey League of Municipalities.

#### **CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a regular meeting held on 05-16-2024.

Yenlys Flores-Bolivard, Municipal Clerk

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**DATE: 05-16-2024** 

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

# APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOROUGH OF BOGOTA AND THE BOGOTA BOARD OF EDUCATION

**WHEREAS**, the Borough of Bogota is the owner of property located on West Main Street, which is designated as Block 1 Lot 30 on the tax map of the Borough (hereinafter the "Subject Property"); and,

**WHEREAS**, the Bogota Board of Education (hereinafter the "Board" or the "BOE") seeks to perform field upgrades and various construction to the Subject Property, in accordance with plans that the Board presented to the Mayor and Council at a public meeting held on September 21, 2023; and,

**WHEREAS**, a copy of the aforementioned plans were also submitted to the Bogota Planning/Zoning Board on or about November 28, 2023 for review; and,

**WHEREAS**, the aforementioned upgrades are part of a referendum project that was approved by the public on March 14, 2023; and,

**WHEREAS**, the Council and the BOE agree that an interlocal agreement must be executed delineating the Board's use of the Subject Property during construction and in the foreseeable future thereafter, and;

**WHEREAS**, the Governing Body adopted Resolution #2023-183 on or about September 21, 2023 to authorize the Borough Attorney to negotiate the terms of an interlocal agreement between the Borough and the BOE; and

**WHEREAS**, a draft agreement was prepared following a meeting on April 16, 2024, which consisted of representatives from the Borough and the Board; and,

WHEREAS, a copy of the Interlocal Agreement is attached as an exhibit to this Resolution; and,

**WHEREAS**, the proposed Interlocal Agreement has been approved by the Bogota Board of Education at its meeting of May 14, 2024; and,

**WHEREAS**, the Mayor and Council wish to approve the Interlocal Agreement so that construction of the improvements on the Subject Property can proceed.

2024-123 Page **1** of **2** 



**DATE: 05-16-2024** 

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Bogota, that the Interlocal Agreement between the Borough of Bogota and the Bogota Board of Education, a copy of which is attached as an exhibit herein, is hereby approved; and,

**BE IT FURTHER RESOLVED**, that the Mayor, Borough Administrator, Borough Clerk, Borough Attorney and any other necessary Borough Officials are hereby authorized to sign the Interlocal Agreement and take the necessary steps to carry out its terms; and,

**BE IT FURTHER RESOLVED**, that the Borough Clerk is hereby directed to deliver a fully executed copy of the Interlocal Agreement to the Bogota Board of Education.

#### **CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a regular meeting held on 05-16-2024.

Yenlys Flores-Bolivard, Municipal Clerk

2024-123 Page 2 of 2

# SHARED SERVICES, ACCESS, USE & MAINTENANCE AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE BOROUGH OF BOGOTA AND THE BOROUGH OF BOGOTA

This Agreement is made as of May 10, 2024 by and between the Borough of Bogota, a municipality of the State of New Jersey, whose principal business address is 375 Larch Avenue, Bogota, New Jersey 07603 (the "Borough") and the Board of Education of the Borough of Bogota, a Board of Education in the State of New Jersey, whose principal business address is 1 Henry C. Luthin Place, Bogota, New Jersey 07603 (the "Board").

In consideration of the mutual covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between the parties as follows:

## 1. Background

- A. The Borough and Board own adjacent properties within the Borough of Bogota, which properties are designated Block 1, Lots 30 & 30.01. The Borough is the owner of Block 1, Lot 30 (the "Borough Property"), and the Board is the owner of Block 1, Lot 30.01 (the "Board Property"). The Borough Property is part of Oscar E. Olsen Park, and the Board Property includes Feigel Field. The properties have been historically used by both the Borough for its residents' recreational use, and by the Board for its students during school sports activities. In 2023, the Board undertook a successful referendum requesting that Bogota's residents authorize various improvements to the referenced properties owned by the Borough and the Board (the "Referendum Project"). The Borough and Board wish to enter this Agreement memorializing the parties' rights to access, use and maintain each other's property, both during construction of the Referendum Project improvements, and subsequently.
- B. This Agreement is authorized pursuant to N.J.S.A. 18A:20-22, N.J.S.A. 40:61-1, et seq., and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

## 2. Obligations of the Parties

A. The Board will use its good faith efforts to effectuate the improvements to the Borough fields contemplated by the Referendum Project (hereinafter the "Referendum Project Improvements") as set forth in the submission previously reviewed by the Borough Planning Board on November 28, 2023 for the Referendum Project, which submission is incorporated herein by reference. The design intent of the Referendum Project

2024-123

Improvements to be installed on the Borough Property is reflected in the plans attached hereto as Exhibit A, which were part of the Planning Board submission.

- B. The Board and its agents, contractors, subcontractors and employees shall have access through, under, in and across the Borough Property to install the Referendum Project Improvements. The Board shall use good faith efforts to enforce all its contractual rights so that the improvements are installed in a good and workmanlike manner and in accordance with the design intent reflected in Exhibit A.
- C. If changes to the project improvements on the Borough property result in a change to the design intent reflected in Exhibit A, the Board will provide the Borough with 30 days' written notice of said changes before any such change will be installed. If the Borough reasonably objects to said change within said 30 days, the Board shall return to the Borough for an approval of the change. Changes to design intent shall mean a change from the plans depicted in Exhibit A that impacts the functionality or purpose of the fields or other improvements on the Borough Property, or which materially changes the appearance of the fields or other improvements. The field lighting on the Borough Property, however, may or may not be installed based on bidding costs for the overall project as determined by the Board.
- D. Following installation of the improvements on the Borough Property, the Board will (1) use good faith efforts to enforce any contractual repair and maintenance obligations of the suppliers, contractors, subcontractors and sureties performing the improvements, supplying materials, or acting as surety for same; or (2) the Board may, in its discretion, assign these contractual rights to the Borough.
- E. After repair and maintenance obligations of the contractors, subcontractors and suppliers have expired as to the Borough Property, the repair and maintenance obligations as to the Borough property shall be as follows:
- (1) The Board will provide for the routine maintenance of the fields on the Borough Property, so that they are fit for their intended purposes, normal wear and tear excepted. The Borough and the Board will share evenly, on a 50/50 basis, the maintenance costs related to the fields on the Borough Property, including personnel and materials costs allocable to said fields. The Board will issue invoices to the Borough at regular intervals not less than semiannually, with payment from the Borough due within 45 days thereafter.
- (2) The Borough will, at its own cost, provide for any repairs necessary on their own property in order to keep the fields and improvements in a condition fit for their intended purpose, normal wear and tear excepted.
- F. After completion of the Referendum Project, consistent with historical use, the Board shall have priority use of the Borough Property during the school year for school events, including but not limited to sports practices and games, and any school field days.

2024-123

The Board will provide the Borough with a schedule of planned use of the Borough fields reasonably in advance of the intended use.

- G. The Board shall promptly restore any portions of the Borough's Property that is damaged during the Board's use of the Borough Property, with such restoration being substantially to the same condition that existed before any such damages occurred, normal wear and tear excepted.
- H. The Borough shall promptly restore any portions of the Board's Property that is damaged during the Borough's use of the Board Property, with such restoration being substantially to the same condition that existed before any such damages occurred, normal wear and tear excepted.
- I. If either party sells its property, it shall require the buyer to be bound by the terms of this Agreement.

## 3. Term

This Agreement shall commence as of the date of this Agreement, and shall continue to remain in full force and effect for 30 years.

## 4. Indemnities & Insurance

- A. To the fullest extent permitted by law, the Board, shall, at its own expense, defend, indemnify, and hold harmless the Borough, its officials, officers and employees from and against any and all claims, damages, penalties, losses, expenses (including reasonable attorney's fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from any act or omission of the Board, its officials, officers, agents, contractors, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of the Borough, its officials, officers, agents, contractors, subcontractors or employees. The Board will, at its own cost and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be brought against Borough, its officials, officers, agents, and employees, or in which it or they may be impleaded with others.
- B. To the fullest extent permitted by law, the Borough, shall, at its own expense, defend, indemnify, and hold harmless the Board, its officials, officers, and employees, from and against any and all claims, damages, penalties, losses, expenses (including reasonable attorney's fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from any act or omission of the Borough, its officials, officers, agents, contractors, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of the Board, its officials, officers, agents, contractors, subcontractors or employees. The Borough will, at its own cost and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be

brought against the Board, its officers, agents, and employees, or in which it or they may be impleaded with others.

C. The parties will each maintain in full force and effect during the entire term of this Agreement occurrence based insurance coverage, general liability insurance with a limit of not less than \$1,000,000 per occurrence, automobile liability insurance with a limit of not less than \$1,000,000 per accident, worker's compensation coverage with limits in accordance with New Jersey Statutes, employer's liability with a limit of not less than \$1,000,000 and umbrella or excess insurance coverage in excess of all underlying primary policies described in this section with a limit of not less than \$5,000,000 per occurrence. Any future reductions in coverage amounts shall be consistent with the prevailing level of coverage maintained by municipalities or boards of education within Bergen County, New Jersey.

The Parties will each name the other party and its officials, officers, and employees as additional insureds on the above listed policies (except Worker Compensation / Employer Liability). A Waiver of Subrogation (except Worker Compensation) shall apply to all policies A Certificate of Insurance evidencing the insurance coverage provided for herein will be issued by each party.

The Board will contractually require the contractor providing the Referendum Project improvements to have the Borough of Bogota, and its officials, officers, and employees be named as an additional insured on the contractor's general liability, auto and umbrella policies. Worker Compensation / Employer Liability will also be provided. The contractor will carry during the entire term of this Agreement occurrence based insurance coverage, general liability insurance with a limit of not less than \$1,000,000 per occurrence, automobile liability insurance with a limit of not less than \$1,000,000 per accident, worker's compensation coverage with limits in accordance with New Jersey Statutes, employer's liability with a limit of not less than \$1,000,000 and umbrella or excess insurance coverage in excess of all underlying primary policies described in this section with a limit of not less than \$4,000,000 per occurrence. All policies will be on a primary basis with a Waiver of Subrogation applicable (Except Worker Compensation/ Employer Liability) policies. Any and all subcontractors retained must fully comply with the same insurance requirements as mentioned above.

# 5. Dispute Resolution

In the event a dispute arises concerning the terms and conditions of this Agreement, the parties agree that it is not in their best interest to submit the matter for litigation. Rather, the parties agree:

A. A contact person for each involved party shall attempt to resolve the dispute, and if that is unsuccessful;

2024-123

- B. The Borough Administrator and one Councilperson and the Superintendent and one Board Member shall attempt to resolve the dispute, and if that is unsuccessful;
- C. The parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The parties agree that the decision rendered by the independent arbitrator shall be binding and final.

By agreeing to arbitration, the parties agree to waive their right to a trial by jury to resolve disputes that may arise concerning the terms and conditions of this Agreement.

# 6. Notices

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement, shall be in writing and shall be deemed given when said notice is mailed by certified mail to the addresses as follows:

If to Borough: Borough of Bogota

Borough Clerk 375 Larch Avenue

Bogota, New Jersey 07603

If to Board: Bogota Board of Education

**Board Secretary** 

1 Henry C. Luthin Place Bogota, New Jersey 07603

# 7. <u>Successors and Assignees</u>

Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

## 8. Force Majeure

In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party, whether such occurrence be an act of God such as lightening, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction

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or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.

# 9. <u>Execution</u>

This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by its duly authorized officers, all as of the date specified above.

ATTEST:	BOROUGH OF BOGOTA
Yenlys Flores-Bolivard Borough Clerk	By: Daniele Fede Mayor
ATTEST:	BOGOTA BOARD OF EDUCATION
Irfan Evcil Business Administrator/Board Secretary	By: Frank Miranda Board President

# Exhibit A

Plans Submitted to Planning Board on November 28, 2023



**DATE: 05-16-2024** 

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

# HIRE PART-TIME DPW EMPLOYEE Daniel Doran

**WHEREAS**, the Department of Public Works of the Borough of Bogota is in need of a part-time Laborer; and

**WHEREAS**, the Mayor and Council of the Borough seek to hire Daniel Doran to the position of part-time Laborer effective May 13, 2024 an hourly rate of \$20.00; and

WHEREAS, the Borough Administrator and Superintendent of the Department of Public Works have reviewed this matter and recommend that Daniel Doran be hired to the position of part-time Laborer for the Department of Public Works effective May 13, 2024 at an hourly rate of \$20.00.

**NOW THEREFORE BE IT RESOLVED,** by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey, that Daniel Doran be and is hereby hired to the position of part-time Laborer for the Bogota Department of Public Works effective May 13, 2024 at an hourly rate of \$20.00; and

**BE IT FURTHER RESOLVED,** that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Daniel Doran and the Department of Public Works upon its passage.

#### **CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New
Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by
the Mayor and Council at a regular meeting held on 05-16-2024.

Yenlys Flores-Bolivard, Municipal Clerk

2024-124 Page **1** of **1** 



DATE: 05-02-2024

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

# AWARD OF CONTRACT

Be it resolved by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey upon the recommendation of Neglia Group that the Contract for:

# NJDOT LTPF FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS BASE BID (NJDOT LTPF FUNDED)

be awarded to DLS Contracting Inc, 36 Montesano Road, Fairfield, NJ 07004 for the bid amount of Seven Hundred Two Thousand Four Hundred Fifty-One Dollars and Thirty-Five Cents (\$702,451.35) which represents the Base Bid and being the lowest responsible bid submitted. This Resolution to take effect upon certification of this Resolution by the Borough Treasurer that sufficient funds are available.

Dated:	Certified:	
	Treasurer	
Dated:	Approved:Mayor	
	CERTIFICATION	
	Clerk of the Borough of Bogota, Bergen County, New Jersey do he Resolution was adopted by the Mayor and Council at a regular med	•
Dated:		
	Clerk	

2024-125 Page 1 of 1



negliagroup.com

April 11, 2024

Via E-mail & Hand Delivery

Ms. Yenlys Flores-Bolevard

Borough Clerk

Borough of Bogota

375 Larch Avenue

Bogota, New Jersey 07603

**Re:** Recommendation Letter

NJDOT LTPF Fairview Avenue Roadway Improvements

Borough of Bogota, Bergen County, New Jersey

Neglia Project #: BOGOMUN23.012

Dear Ms. Flores-Bolivard:

Please be advised that on April 2, 2024, the Borough of Bogota accepted bids for the above referenced project. The lowest responsible bid was from DLS Contracting Inc, 36 Montesano Road, Fairfield, NJ 07004. Our office has performed an engineering review of the bid packages, but a legal review of the packages is required.

We recommend that the Base Bid (NJDOT LTPF Funded) and Alternate Bids 1 thru 4 (Municipal Funded) be awarded pending available funds and attorney review to DLS Contracting Inc. The bid submitted for the Base Bid was in the amount of \$702,451.35 and the bid for the overall project, Base Bid plus Alternate Bids 1 thru 4 was in the amount of \$1,462,351.35.

Enclosed you will find a copy of the draft Award of Contract Resolutions for review and selection by the Borough, Executive Summary, and the Bid Tabulation Sheet. We have emailed the bid packages for review by the Borough Attorney. We trust you will find the above in order. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

**Neglia Engineering Associates** 

Anthony Kurus, P.E. P.P., C.M.E., C.P.W.M.

For the Borough Engineer

Borough of Bogota

cc: Conall O'Mally, Borough Administrator (via E-mail)

Greg Bock, Chief Financial Officer (via E-mail)

William Betesh, Borough Attorney (via E-mail & Hand Delivery with Enclosures)

# **EXECUTIVE SUMMARY**

# NJDOT LTPF FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS BOROUGH OF BOGOTA



# TUESDAY, APRIL 2, 2024

CONTRACTOR	Base Bid	Alternate Bid 1	Alternate Bid 2	Alternate Bid 3	Alternate Bid 4	Base Bid +Alt Bod 1 +Alt Bid 2 + Alt Bid 3 + Alt Bid 4
DLS Contracting, Inc.						
36 Montesano Road, Fairfield, NJ 07004	\$702,451.35	\$169,300.00	\$201,750.00	\$195,150.00	\$193,700.00	\$1,462,351.35
Phone: 973-661-4188 Fax: 973-661-4199	<del>\$667,801.35</del>	\$169,050.00	\$ <del>370,800.00</del>	\$ <del>565,950.00</del>	<del>\$759,650.00</del>	\$ <del>2,533,251.35</del>

Red Strikethrough represents bidders' error

PROJECT:

FOR: BIDS RECEIVED:



# NJDOT LTPF FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS

BOROUGH OF BOGOTA TUESDAY, APRIL 2, 2024 BOGOMUN23.012

	PROJECT NUMBER: BOGOMUN23.012									
	BASE BID FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS			36 Monte	racting, Inc, esano Road , NJ 07004					
Item #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST					
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00					
2	Clearing Site	LS	1	\$ 29,429.00	\$ 29,429.00					
3	Breakaway Barricade	UNIT	160	\$ 0.01	\$ 1.60					
4	Drum	UNIT	160	\$ 0.01	\$ 1.60					
5	Traffic Cone	UNIT	160	\$ 0.01	\$ 1.60					
6	Construction Signs	SF	180	\$ 0.01	\$ 1.80					
7	Traffic Director, Flagger	HOUR	180	\$ 83.28	\$ 14,990.40					
8	Inlet Filter, Type 1	SF	160	\$ 0.01	\$ 1.60					
9	15" Ductile Iron Pipe	LF	110	\$ 200.00	\$ 22,000.00					
10	18" RCP Pipe, Class V	LF	30	\$ 160.00	\$ 4,800.00					
11	24" RCP Pipe, Class V	LF	645	\$ 185.00	\$ 119,325.00					
12	36" RCP Pipe, Class V	LF	105	\$ 300.00	\$ 31,500.00					
13	Storm Manhole, 5' Diameter	UNIT	2	\$ 7,500.00	\$ 15,000.00					
14	Field Construct 4'x7' Oversized MH Junction Box	UNIT	2	\$ 7,500.00	\$ 15,000.00					
15	Storm Manhole Cover	UNIT	4	\$ 400.00	\$ 1,600.00					
16	Inlet, Type B	UNIT	10	\$ 4,200.00	\$ 42,000.00					
17	Double Inlet, Type B	UNIT	1	\$ 6,000.00	\$ 6,000.00					
18	Curb Piece (Type N-Eco)	UNIT	12	\$ 300.00	\$ 3,600.00					
19	Bicycle Safe Grate	UNIT	12	\$ 300.00	\$ 3,600.00					
20	Field Reconstruct Storm Manhole	UNIT	2	\$ 500.00	\$ 1,000.00					
21	CIPP Lining of Existing Sanitary Sewer	LF	780	\$ 75.00	\$ 58,500.00					
22	12" PVC SDR 35 Sanitary Sewer (If and Where Directed)	LF	110	\$ 350.00	\$ 38,500.00					
23	Reconstructed Manhole, Sanitary Sewer, Using New Casting	UNIT	6	\$ 1,250.00	\$ 7,500.00					
24	9" x 18" Concrete Vertical Curb	LF	190	\$ 38.00	\$ 7,220.00					
25	Belgian Block Curb (Header Curb)	LF	45	\$ 40.00	\$ 1,800.00					
26	Concrete Sidewalk, 4" Thick	SY	130	\$ 89.00	\$ 11,570.00					
27	Concrete Sidewalk, Reinforced, 6" Thick	SY	25	\$ 95.00						
28	Detectable Warning Surface	UNIT	4	\$ 200.00	\$ 800.00					
29	Hot Mix Asphalt Driveway, 6" Thick	SY	30	\$ 40.00	\$ 1,200.00					
30	HMA Milling, 3" or Less	SY	3,625	\$ 4.75	\$ 17,218.75					
31	Hot Mix Asphalt 9.5 M 64 Surface Course (" Thick)	TONS	420	\$ 95.00						
32	Geotextile Fabric and Tack Coat (If and Where Directed)	SY	3,625	\$ 4.00	\$ 14,500.00					
33	Hot Mix Asphalt 19 M 64 Base Course (4" Thick) (If and Where Directed)	TONS	175	\$ 90.00	\$ 15,750.00					
34	Dense-Graded Aggregate Base Course, 6" Thick (If and Where Directed)	SY	730	\$ 8.00	\$ 5,840.00					
35	Excavation, Unclassified (If and Where Directed)	CY	205	\$ 25.00						
36	3/4" Clean Stone (if and Where Directed)	CY	300	\$ 30.00	\$ 9,000.00					
37	Reset Gas Valve Box	UNIT	1	\$ 20.00	\$ 20.00					
38	Reset Water Valve Box	UNIT	5	\$ 20.00	\$ 100.00					
39	Reset Existing Casting	UNIT	2	\$ 100.00	\$ 200.00					
40	Relocate Signage	UNIT	1	\$ 150.00	\$ 150.00					
41	Traffic Stripes, 4" Thick	LF	40	\$ 4.50	\$ 180.00					
42	Traffic Stripes, 8" Thick	LF	100	\$ 9.00	\$ 900.00					
43	Traffic Marking Lines, 24"	LF	25	\$ 30.00						
44	Traffic Markings Symbols	SF	20	\$ 15.00						
45	Solid PVC Vinyl Fence, 6" High	LF	50	\$ 50.00						
46	Tree Removal, Over 6" to 12" Diameter	UNIT	1	\$ 600.00						
47	Tree Removal, Over 12" to 18" Diameter	UNIT	1	\$ 1,000.00						
48	Topsoil Spreading, 4" Thick	SY	250	\$ 4.00						
49	Fertilizing and Seeding, Type A-3	SY	250	\$ 1.00						
50	Straw Mulching	SY	250	\$ 1.00						
51	Fuel Price Adjustment	DOLL	1	\$ 100.00						
52	Final Cleanup	LS	1	\$ 5,000.00						
53	Allowance for Soil Sampling and Analysis, Regulated Material	ALL	1	\$ 7,500.00						
54	Allowance for Disposal of Regulated Material	ALL	1	\$ 50,000.00						
55	Allowance for Maintenance & Protection of Traffic	ALL	1	\$ 20,000.00						
56	Allowance for Clean and Televise Stormwater System	ALL	1	\$ 10,000.00						
57	Allowance for Utility Relocation	ALL	1	\$ 50,000.00						
	BASE BID FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS		_		\$ 702,451.35					
		1	ı							

## **NEGLIA GROUP - BID TABULATION**

PROJECT:

FOR:

**BIDS RECEIVED:** 

PROJECT NUMBER:



# NJDOT LTPF FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS

BOROUGH OF BOGOTA TUESDAY, APRIL 2, 2024 BOGOMUN23.012

	ALT BID 1 FISCHER AVENUE SEWER IMPROVEMENTS	DLS Contracting, Inc, 36 Montesano Road Fairfield, NJ 07004					
Item #	DESCRIPTION	UNIT	QTY				TOTAL COST
1	Mobilization	LS	1	\$	5,000.00	\$	5,000.00
2	Construction Layout	LS	1	\$	7,500.00	\$	7,500.00
3	CIPP of Existing Sanitary Sewer	LF	890	\$	70.00	\$	62,300.00
4	12" PVC SDR 35 Sanitary Sewer (If and Where Directed)	LF	135	\$	350.00	\$	47,250.00
5	Reconstructed Manhole, Sanitary Sewer, Using New Casting	UNIT	3	\$	750.00	\$	2,250.00
6	Final Cleanup	LS	1	\$	2,500.00	\$	2,500.00
7	Allowance for Disposal of Regulated Material	ALL	1	\$	7,500.00	\$	7,500.00
8	Allowance for Maintenance & Protection of Traffic	ALL	1	\$	15,000.00	\$	15,000.00
9	Contract Allowance for Unforeseen Conditions	ALL	1	\$	20,000.00	\$	20,000.00
	ALT BID 1 FISCHER AVENUE SEWER IMPROVEMENTS					\$	169,300.00

Red strikethrough represents bidders' error

<del>\$169,050.00</del>

## **NEGLIA GROUP - BID TABULATION**

PROJECT:

FOR:

BIDS RECEIVED:

NJDOT LTPF FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS

**BOROUGH OF BOGOTA** TUESDAY, APRIL 2, 2024

	PROJECT NUMBER:	DJECT NUMBER: BOGOMUN23.012								
	ALT BID 2 CYPRESS AVENUE SEWER IMPROVEMENTS	ALT BID 2 CYPRESS AVENUE SEWER IMPROVEMENTS								
Item #	DESCRIPTION	UNIT	QTY		UNIT PRICE	•	TOTAL COST			
1	Mobilization	LS	1	\$	5,000.00	\$	5,000.00			
2	Construction Layout	LS	1	\$	7,500.00	\$	7,500.00			
3	CIPP of Existing Sanitary Sewer	LF	1,275	\$	60.00	\$	76,500.00			
4	12" PVC SDR 35 Sanitary Sewer (If and Where Directed)	LF	175	\$	350.00	\$	61,250.00			
5	Reconstructed Manhole, Sanitary Sewer, Using New Casting	UNIT	4	\$	1,000.00	\$	4,000.00			
6	Final Cleanup	LS	1	\$	5,000.00	\$	5,000.00			
7	Allowance for Disposal of Regulated Material	ALL	1	\$	7,500.00	\$	7,500.00			
8	Allowance for Maintenance & Protection of Traffic	ALL	1	\$	15,000.00	\$	15,000.00			
9	Contract Allowance for Unforeseen Conditions	ALL	1	\$	20,000.00	\$	20,000.00			
	ALT BID 2 CYPRESS AVENUE SEWER IMPROVEMENTS					\$	201,750.00			

Red strikethrough represents bidders' error

<del>\$307,800</del>

## **NEGLIA GROUP - BID TABULATION**

PROJECT:

FOR:

BIDS RECEIVED:



**BOROUGH OF BOGOTA** TUESDAY, APRIL 2, 2024

	PROJECT NUMBER:	BOGOMU	JN23.012				
	ALT BID 3: CHESTNUT AVENUE SEWER IMPROVEMENTS				DLS Conti 36 Monte Fairfield	esano	Road
Item #	DESCRIPTION	UNIT	QTY	-	UNIT PRICE	•	TOTAL COST
1	Mobilization	LS	1	\$	5,000.00	\$	5,000.00
2	Construction Layout	LS	1	\$	7,500.00	\$	7,500.00
3	CIPP of Existing Sanitary Sewer	LF	1,200	\$	60.00	\$	72,000.00
4	12" PVC SDR 35 Sanitary Sewer (If and Where Directed)	LF	165	\$	350.00	\$	57,750.00
5	Reconstructed Manhole, Sanitary Sewer, Using New Casting	UNIT	6	\$	900.00	\$	5,400.00
6	Final Cleanup	LS	1	\$	5,000.00	\$	5,000.00
7	Allowance for Disposal of Regulated Material	ALL	1	\$	7,500.00	\$	7,500.00
8	Allowance for Maintenance & Protection of Traffic	ALL	1	\$	15,000.00	\$	15,000.00
9	Contract Allowance for Unforeseen Conditions	ALL	1	\$	20,000.00	\$	20,000.00
	Alt BID 3: CHESTNUT AVENUE SEWER IMPROVEMENTS		· ·			\$	195,150.00

Red strikethrough represents bidders' error

\$565,950.00

PROJECT:

FOR:

BIDS RECEIVED:

PROJECT NUMBER:

NJDOT LTPF FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS

BOROUGH OF BOGOTA TUESDAY, APRIL 2, 2024 BOGOMUN23.012

	ALT BID 4: MAPLEWOOD AVENUE SEWER IMPROVEMENTS					DLS Contracting, Inc, 36 Montesano Road Fairfield, NJ 07004		
Item #	DESCRIPTION UNIT QTY		QTY		UNIT PRICE		TOTAL COST	
1	Mobilization		1	\$	5,000.00	\$	5,000.00	
2	Construction Layout		1	\$	7,500.00	\$	7,500.00	
3	CIPP of Existing Sanitary Sewer		1,200	\$	60.00	\$	72,000.00	
4	12" PVC SDR 35 Sanitary Sewer (If and Where Directed)		175	\$	350.00	\$	61,250.00	
5	Reconstructed Manhole, Sanitary Sewer, Using New Casting		5	\$	90.00	\$	450.00	
6	Final Cleanup	LS	1	\$	5,000.00	\$	5,000.00	
7	Allowance for Disposal of Regulated Material	ALL	1	\$	7,500.00	\$	7,500.00	
8	Allowance for Maintenance & Protection of Traffic		1	\$	15,000.00	\$	15,000.00	
9	Contract Allowance for Unforeseen Conditions		1	\$	20,000.00	\$	20,000.00	
	ALT BID 4: MAPLEWOOD AVENUE SEWER IMPROVEMENTS					\$	193,700.00	

Red strikethrough represents bidders' error

<del>\$759,650.00</del>

# EXTRACT FROM THE MINUTES OF A MEETING OF THE BOGOTA BOARD OF EDUCATION OF THE BOROUGH OF BOGOTA BERGEN COUNTY, NEW JERSEY AS RECORDED IN THE OFFICIAL MINUTES BOOK

The Board of Education of the Borough of Bogota, in the County of Bergen, New Jersey, convened at Bogota Jr./Sr. High School, 2 Henry C. Luthin Place, Bogota, NJ 07603 and in Virtual Public Meeting on May 14, 2024.

The following members of the Board of Education were present: Adriana Alcalde, Idalia Alvarez, Susan Cruz, Marco Navarro, Trina Olivo and Bisi Rucket.

Absent: Robert Alvarez, Jose Chavez and Frank Miranda.

Motion by: Marco Navarro Seconded by: Susan Cruz

10.10 Authorizing and Approving a Shared Services Agreement between the Board of Education and the Borough of Bogota related Oscar E. Olsen Park fields.

WHEREAS, as part of the Bogota Board of Education referendum approved March 14, 2023, the Board has undertaken an Athletic Complex Site and Field Improvements Project, which involves both Oscar E. Olsen Park, and Feigel Field; and

WHEREAS, in order to effectuate the project, the Borough of Bogota and Board need to enter an agreement providing for the parties' rights to access, use and maintain each other's property, both during construction of the Referendum Project improvements, and subsequently; and

WHEREAS, a Shared Services, Access, Use & Maintenance Agreement Between the Board of Education of the Borough of Bogota and the Borough of Bogota, dated as of May 10, 2024 ("Shared Services Agreement"), is on file in the Board Secretary's office; and

WHEREAS, the Shared Services Agreement provides that the Board will install the referendum project improvements on the fields, that the Board will maintain the Borough fields and equally share those costs with the Borough, that the Board will have priority use of the Borough fields during the school year, and that the term of the agreement is for 30 years.

# NOW, THEREFORE, UPON THE RECOMMENDATION OF THE SUPERINTENDENT, BE IT RESOLVED by the Board that:

- 1. The aforesaid recitals are incorporated herein as though fully set forth at length.
- 2. The Shared Services Agreement is hereby authorized and approved, with such changes as the Board President, Superintendent, Business Administrator and Board Counsel deem necessary to effectuate the purposes of this Resolution.
- 3. The Board President, Superintendent, Business Administrator/Board Secretary, Board Architect & Board Counsel and any other necessary official, officer or employee of the Board be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the purposes of this Resolution, including the execution of the final Shared Services Agreement.

AYES: Adriana Alcalde, Idalia Alvarez, Susan Cruz, Marco Navarro, Trina Olivo and Bisi Ruckett.

NAYES: None.

#### State of New Jersey, County of Bergen

I, Irfan Evcil, Board Secretary of the Bogota Board of Education, of the Borough of Bogota, in the County of Bergen, State of New Jersey, hereby certify that the foregoing extract from the minutes of the Meeting of the Board of Education of said District, duly called and held on May 14, 2024, has been compared by me with the original minutes as officially recorded in my office of said Board of Education as a true, complete copy thereof and of the whole of said original minutes, so far as they relate to the subject matter referred to in said extract, in witness I have hereunto set my hand and affixed the Corporate Seal of said Board of Education on this 14<sup>th</sup> day of May 2024.

Irfan Evcil

Business Administrator/Board Secretary

# SHARED SERVICES, ACCESS, USE & MAINTENANCE AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE BOROUGH OF BOGOTA AND THE BOROUGH OF BOGOTA

This Agreement is made as of May 10, 2024 by and between the Borough of Bogota, a municipality of the State of New Jersey, whose principal business address is 375 Larch Avenue, Bogota, New Jersey 07603 (the "Borough") and the Board of Education of the Borough of Bogota, a Board of Education in the State of New Jersey, whose principal business address is 1 Henry C. Luthin Place, Bogota, New Jersey 07603 (the "Board").

In consideration of the mutual covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between the parties as follows:

#### 1. Background

- A. The Borough and Board own adjacent properties within the Borough of Bogota, which properties are designated Block 1, Lots 30 & 30.01. The Borough is the owner of Block 1, Lot 30 (the "Borough Property"), and the Board is the owner of Block 1, Lot 30.01 (the "Board Property"). The Borough Property is part of Oscar E. Olsen Park, and the Board Property includes Feigel Field. The properties have been historically used by both the Borough for its residents' recreational use, and by the Board for its students during school sports activities. In 2023, the Board undertook a successful referendum requesting that Bogota's residents authorize various improvements to the referenced properties owned by the Borough and the Board (the "Referendum Project"). The Borough and Board wish to enter this Agreement memorializing the parties' rights to access, use and maintain each other's property, both during construction of the Referendum Project improvements, and subsequently.
- B. This Agreement is authorized pursuant to <u>N.J.S.A.</u> 18A:20-22, <u>N.J.S.A.</u> 40:61-1, et seq., and the Uniform Shared Services and Consolidation Act, <u>N.J.S.A.</u> 40A:65-1, et seq.

#### 2. Obligations of the Parties

A. The Board will use its good faith efforts to effectuate the improvements to the Borough fields contemplated by the Referendum Project (hereinafter the "Referendum Project Improvements") as set forth in the submission previously reviewed by the Borough Planning Board on November 28, 2023 for the Referendum Project, which submission is incorporated herein by reference. The design intent of the Referendum Project

Improvements to be installed on the Borough Property is reflected in the plans attached hereto as Exhibit A, which were part of the Planning Board submission.

- B. The Board and its agents, contractors, subcontractors and employees shall have access through, under, in and across the Borough Property to install the Referendum Project Improvements. The Board shall use good faith efforts to enforce all its contractual rights so that the improvements are installed in a good and workmanlike manner and in accordance with the design intent reflected in Exhibit A.
- C. If changes to the project improvements on the Borough property result in a change to the design intent reflected in Exhibit A, the Board will provide the Borough with 30 days' written notice of said changes before any such change will be installed. If the Borough reasonably objects to said change within said 30 days, the Board shall return to the Borough for an approval of the change. Changes to design intent shall mean a change from the plans depicted in Exhibit A that impacts the functionality or purpose of the fields or other improvements on the Borough Property, or which materially changes the appearance of the fields or other improvements. The field lighting on the Borough Property, however, may or may not be installed based on bidding costs for the overall project as determined by the Board.
- D. Following installation of the improvements on the Borough Property, the Board will (1) use good faith efforts to enforce any contractual repair and maintenance obligations of the suppliers, contractors, subcontractors and sureties performing the improvements, supplying materials, or acting as surety for same; or (2) the Board may, in its discretion, assign these contractual rights to the Borough.
- E. After repair and maintenance obligations of the contractors, subcontractors and suppliers have expired as to the Borough Property, the repair and maintenance obligations as to the Borough property shall be as follows:
- (1) The Board will provide for the routine maintenance of the fields on the Borough Property, so that they are fit for their intended purposes, normal wear and tear excepted. The Borough and the Board will share evenly, on a 50/50 basis, the maintenance costs related to the fields on the Borough Property, including personnel and materials costs allocable to said fields. The Board will issue invoices to the Borough at regular intervals not less than semiannually, with payment from the Borough due within 45 days thereafter.
- (2) The Borough will, at its own cost, provide for any repairs necessary on their own property in order to keep the fields and improvements in a condition fit for their intended purpose, normal wear and tear excepted.
- F. After completion of the Referendum Project, consistent with historical use, the Board shall have priority use of the Borough Property during the school year for school events, including but not limited to sports practices and games, and any school field days.

The Board will provide the Borough with a schedule of planned use of the Borough fields reasonably in advance of the intended use.

- G. The Board shall promptly restore any portions of the Borough's Property that is damaged during the Board's use of the Borough Property, with such restoration being substantially to the same condition that existed before any such damages occurred, normal wear and tear excepted.
- H. The Borough shall promptly restore any portions of the Board's Property that is damaged during the Borough's use of the Board Property, with such restoration being substantially to the same condition that existed before any such damages occurred, normal wear and tear excepted.
- I. If either party sells its property, it shall require the buyer to be bound by the terms of this Agreement.

#### 3. Term

This Agreement shall commence as of the date of this Agreement, and shall continue to remain in full force and effect for 30 years.

#### 4. Indemnities & Insurance

- A. To the fullest extent permitted by law, the Board, shall, at its own expense, defend, indemnify, and hold harmless the Borough, its officials, officers and employees from and against any and all claims, damages, penalties, losses, expenses (including reasonable attorney's fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from any act or omission of the Board, its officials, officers, agents, contractors, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of the Borough, its officials, officers, agents, contractors, subcontractors or employees. The Board will, at its own cost and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be brought against Borough, its officials, officers, agents, and employees, or in which it or they may be impleaded with others.
- B. To the fullest extent permitted by law, the Borough, shall, at its own expense, defend, indemnify, and hold harmless the Board, its officials, officers, and employees, from and against any and all claims, damages, penalties, losses, expenses (including reasonable attorney's fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from any act or omission of the Borough, its officials, officers, agents, contractors, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of the Board, its officials, officers, agents, contractors, subcontractors or employees. The Borough will, at its own cost and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be

brought against the Board, its officers, agents, and employees, or in which it or they may be impleaded with others.

C. The parties will each maintain in full force and effect during the entire term of this Agreement occurrence based insurance coverage, general liability insurance with a limit of not less than \$1,000,000 per occurrence, automobile liability insurance with a limit of not less than \$1,000,000 per accident, worker's compensation coverage with limits in accordance with New Jersey Statutes, employer's liability with a limit of not less than \$1,000,000 and umbrella or excess insurance coverage in excess of all underlying primary policies described in this section with a limit of not less than \$5,000,000 per occurrence. Any future reductions in coverage amounts shall be consistent with the prevailing level of coverage maintained by municipalities or boards of education within Bergen County, New Jersey.

The Parties will each name the other party and its officials, officers, and employees as additional insureds on the above listed policies (except Worker Compensation / Employer Liability). A Waiver of Subrogation (except Worker Compensation) shall apply to all policies A Certificate of Insurance evidencing the insurance coverage provided for herein will be issued by each party.

The Board will contractually require the contractor providing the Referendum Project improvements to have the Borough of Bogota, and its officials, officers, and employees be named as an additional insured on the contractor's general liability, auto and umbrella policies. Worker Compensation / Employer Liability will also be provided. The contractor will carry during the entire term of this Agreement occurrence based insurance coverage, general liability insurance with a limit of not less than \$1,000,000 per occurrence, automobile liability insurance with a limit of not less than \$1,000,000 per accident, worker's compensation coverage with limits in accordance with New Jersey Statutes, employer's liability with a limit of not less than \$1,000,000 and umbrella or excess insurance coverage in excess of all underlying primary policies described in this section with a limit of not less than \$4,000,000 per occurrence. All policies will be on a primary basis with a Waiver of Subrogation applicable (Except Worker Compensation/ Employer Liability) policies. Any and all subcontractors retained must fully comply with the same insurance requirements as mentioned above.

#### 5. Dispute Resolution

In the event a dispute arises concerning the terms and conditions of this Agreement, the parties agree that it is not in their best interest to submit the matter for litigation. Rather, the parties agree:

A. A contact person for each involved party shall attempt to resolve the dispute, and if that is unsuccessful;

- B. The Borough Administrator and one Councilperson and the Superintendent and one Board Member shall attempt to resolve the dispute, and if that is unsuccessful;
- C. The parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The parties agree that the decision rendered by the independent arbitrator shall be binding and final.

By agreeing to arbitration, the parties agree to waive their right to a trial by jury to resolve disputes that may arise concerning the terms and conditions of this Agreement.

#### 6. Notices

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement, shall be in writing and shall be deemed given when said notice is mailed by certified mail to the addresses as follows:

If to Borough:

Borough of Bogota Borough Clerk 375 Larch Avenue

Bogota, New Jersey 07603

If to Board:

Bogota Board of Education

**Board Secretary** 

1 Henry C. Luthin Place Bogota, New Jersey 07603

# 7. <u>Successors and Assignees</u>

Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

#### 8. Force Majeure

In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party, whether such occurrence be an act of God such as lightening, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction

or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.

#### 9. Execution

Business Administrator/Board Secretary

This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

Agreement to be executed by its duly authorized officers, all as of the date specified

IN WITNESS WHEREOF, each of the parties hereto have caused this

ATTEST:

BOROUGH OF BOGOTA

By:

Daniele Fede
Mayor

ATTEST:

BOGOTA BOARD OF EDUCATION

By Erank Miranda

BY Daniele Fede
Mayor

**Board President** 

VICE PRESIDENT

# Exhibit A

Plans Submitted to Planning Board on November 28, 2023









# **RESOLUTION # 2024-126**

**DATE: 05-16-2024** 

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

#### **ADVERTISE FOR BIDS**

(NJDOT Sidewalk Project around Bixby School – Palisade Avenue, Chestnut Avenue, Fischer Avenue and Maplewood Avenue)

Be it resolved by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey upon the recommendation of Neglia Group that the plans and specifications for:

# PALISADE AVENUE, CHESTNUT AVENUE, FISCHER AVENUE AND MAPLEWOOD AVENUE CONCRETE/ PEDESTRIAN SAFETY IMPROVEMENTS (NJDOT FUNDED)

Are hereby approved and the Borough Clerk is hereby authorized to advertise for bids. This Resolution to take effect immediately.

Dated:	Approved:	Mayor
	CERTIFICATION	
I, Yenlys Flores-Bolivard, Municipal G Jersey, do hereby certify that the foreg the Mayor and Council at a regular me	going is a correct and	true copy of a resolution adopted by
Yenlys Flores-Bolivard, Municipal Cl	_ erk	

2024-126 Page **1** of **1** 



# **RESOLUTION # 2024-127**

**DATE: 05-16-2024** 

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
L. Kohles						
P. McHale						
J. Mitchell						
R. Robbins						
D. Vergara						
Mayor D. Fede						
(Tie Vote Only)						

#### SUMMER CAMP COUNSELORS

**WHEREAS**, a need arose in the Borough of Bogota Recreation Department to hire Summer Camp Employees from July 1, 2024 – August 23, 2024 – Monday – Friday;

**WHEREAS**, the Recreation Director conducted interviews and has recommended the following candidates to fill positions:

Last	First	Title	Hourly Rate
Ducato	Jacqueline	Director	\$ 20.00
Gonzalez	Danay	Director	\$ 20.00
Jones	Kelly	Director	\$ 20.00
Bandelt	Dianne	Counselor	\$ 15.00
Craddock	Emily	Counselor	\$ 15.00
Pozo	Marcus	Counselor	\$ 15.00
Vassallo	Connie	Counselor	\$ 15.00
Bueno	Adrian	Counselor	\$ 14.00
Celis	Alexa	Counselor	\$ 14.00
Contino	Emma	Counselor	\$ 14.00
Dabros	Jade	Counselor	\$ 14.00
Dabros	Julian	Counselor	\$ 14.00
Douglas	Makayla	Counselor	\$ 14.00
Harty	Logann	Counselor	\$ 14.00
Mejia	Lucas	Counselor	\$ 14.00
Singh	Kingston	Counselor	\$ 14.00
Villada	Carolina	Counselor	\$ 14.00

#### **CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a regular meeting held on 05-16-2024.

Yenlys Flores-Bolivard, Municipal Clerk

2024-127 Page **1** of **1** 

#### RESOLUTION

COUNCIL	YES	NO	RE- CUSE	AB- SENT
R. ROBBINS				
P. MCHALE				
J. MITCHELL				
C. CARPENTER				
L. KOHLES				
D.VERGARA				
MAYOR (Tie Vote Only) D.FEDE				



Meeting: 5-16-24 PC24-08 Payment of Claims

DATE May	14, 24	
MOTION		
SECOND		
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	2,097,167.13
Total fund 04 General Capital Fund	19,601.93
Total fund 13 Recreation Trust Fund	2,190.66
Total fund 14 Trust Fund - Other	40,170.00
Total fund 16 ACCUTRACK ACCOUNT	4,500.00
Total fund 19 COAH	200.00
GRAND TOTAL:	2,163,829.72

# **BOROUGH OF BOGOTA**

05/14/24 05:19:13 PM				
PO# Date	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	Paid Date
01-2010-20-1001-0	00 Appropriation Co	ontrol General Administration -	S&W	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	9,027.77	05/13/24
Total for		l General Administration -	9,027.77	
Department Total:	Appropriation Control	General Administration -	9,027.77	
01-2010-20-1002-0	02 Appropriation Co	ontrol General Administration -	O/E	
240572 05/08/24	NJLM	POSTINGS; SR	505.00	05/14/24
Total for		l General Administration -	505.00	
Department Total:	Appropriation Control	General Administration -	505.00	
01-2010-20-1101-0	00 Appropriation Co	ontrol Mayor & Council - S&W Sa	lary &	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	1,541.65	05/13/24
Total for	Appropriation Control	Mayor & Council - S&W	1,541.65	
Department Total:	Appropriation Control	Mayor & Council - S&W	1,541.65	
01-2010-20-1201-0	00 Appropriation Co	ontrol Municipal Clerk - S&W Sa	lary &	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	6,890.65	05/13/24
Total for	Appropriation Control	Municipal Clerk - S&W	6,890.65	
Department Total:	Appropriation Control	Municipal Clerk - S&W	6,890.65	
01-2010-20-1202-0	00 Appropriation Co	ontrol Municipal Clerk - O/E Ot	her	
240573 05/08/24	MAZZWAY PHOTOS	INV# 2024-003; VARIOUS	300.00	05/14/24
Total for	Appropriation Control	Municipal Clerk - O/E	300.00	
Department Total:	Appropriation Control	Municipal Clerk - O/E	300.00	
01-2010-20-1301-0	00 Appropriation Co	ontrol Financial Administration	- S&W	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	768.47	05/13/24
Total for	Appropriation Control	Financial Administration	768.47	
Department Total:	Appropriation Control	Financial Administration	768.47	
01-2010-20-1302-0	00 Appropriation Co	ontrol Financial Administration	- O/E	
240479 04/18/24	LITHOTONE CO.	ENVELOPES FOR FINANCE & TAX	95.00	05/14/24
Total for	Appropriation Control	l Financial Administration	95.00	
01-2010-20-1302-0	02 Appropriation Co	ontrol Financial Administration	- O/E	
240566 05/03/24	ACTION DATA SERVICES	DEMAND DEBIT - 05/03/2024	1,020.00	05/03/24
240565 05/06/24	ACTION DATA SERVICES	DEMAND DEBIT - 05/06/2024	2,871.91	05/06/24
Total for		l Financial Administration	3,891.91	
Department Total:	Appropriation Control	Financial Administration	3,986.91	
01-2010-20-1402-0	01 Appropriation Co	ontrol Data Processing - O/E		
240610 05/13/24	GREAT AMERICAN	36449169; POSTAGE MACHINE	152.00	05/14/24
240618 05/14/24	T&G INDUSTRIES INC.	INV#4384910; CONTRACT OC	1,332.71	05/14/24
240558 04/30/24	T&G INDUSTRIES INC.	INV# 82475447; COPY/PRINTER	-735.00	05/07/24
240558 04/30/24	T&G INDUSTRIES INC.	INV# 82475447; COPY/PRINTER	0.00	05/07/24
Total for	Appropriation Control	l Data Processing - O/E	749.71	
01-2010-20-1402-0	02 Appropriation Co	ontrol Data Processing - O/E Co	py Machine	
240548 04/29/24	T&G INDUSTRIES INC.	INV#4093981; CONTRACT OVERAGE	-51.49	05/07/24
Total for		l Data Processing - O/E	-51.49	
Department Total:	Appropriation Control	Data Processing - O/E	698.22	

### **BOROUGH OF BOGOTA**

05/14/24 05:19:13 PM				
PO # Date	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	Paid Date
01-2010-20-1451-	000 Appropriation Co.	ntrol Revenue Administration	- S&W	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	454.33	05/13/24
Total for		Revenue Administration -	454.33	
Department Total:	Appropriation Control	Revenue Administration -	454.33	
01-2010-20-1501-	000 Appropriation Co	ntrol Tax Assessment - S&W Sa	alary &	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	726.17	05/13/24
Total for		Tax Assessment - S&W	726.17	
Department Total:	Appropriation Control	Tax Assessment - S&W	726.17	
01-2010-20-1502-	000 Appropriation Co.	ntrol Tax Assessment - O/E Of	ther	
240568 05/02/24	BERGEN COUNTY ASSO.OF	2024 B.C. ASSOCIATION OF	130.00	05/14/24
Total for	Appropriation Control	Tax Assessment - O/E	130.00	
Department Total:	Appropriation Control	Tax Assessment - O/E	130.00	
01-2010-20-1552-	002 Appropriation Co	ntrol Legal Services - O/E O	ther Matters	
240561 05/07/24	TRENK, ISABEL, SIDDIQ	PROF SRVCS RENDERED THRU	252.00	05/14/24
Total for	Appropriation Control	Legal Services - O/E	252.00	
Department Total:	Appropriation Control	Legal Services - O/E	252.00	
01-2010-21-1801-	000 Appropriation Co.	ntrol Planning/Zoning Board ·	- S&W	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	166.67	05/13/24
Total for	Appropriation Control	Planning/Zoning Board -	166.67	
Department Total:	Appropriation Control	Planning/Zoning Board -	166.67	
01-2010-22-1951-	000 Appropriation Co	ntrol Construction Code - S&N	W Salary &	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	5,301.72	05/13/24
Total for	Appropriation Control	Construction Code - S&W	5,301.72	
Department Total:	Appropriation Control	Construction Code - S&W	5,301.72	
01-2010-22-2001-	000 Appropriation Co.	ntrol Property Maintenance -	S&W Salary	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	1,760.00	05/13/24
Total for	Appropriation Control	Property Maintenance -	1,760.00	
Department Total:	Appropriation Control	Property Maintenance -	1,760.00	
01-2010-23-2202-	092 Appropriation Co.	ntrol Group Insurance - O/E 1	Medical	
240562 05/07/24	SHBP - STATE PENSIONS	EE HEALTH BENEFITS MAY 2024	77,297.01	05/07/24
Total for	Appropriation Control	Group Insurance - O/E	77,297.01	
Department Total:	Appropriation Control	Group Insurance - O/E	77,297.01	
01-2010-25-2401-	000 Appropriation Co	ntrol Police - S&W Regular		
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	73,485.46	05/13/24
Total for		Police - S&W Regular	73,485.46	, ,
01-2010-25-2401-	002 Appropriation Co	ntrol Police - S&W Overtime		
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	9,508.96	05/13/24
Total for		Police - S&W Overtime	9,508.96	, _ 0 , _ 1
Department Total:	Appropriation Control		82,994.42	
01-2010-25-2402-	002 Appropriation Co	ntrol Police - O/E Equipment	Maintenance	
240509 04/26/24	COMPUTER SQUARE INC	INV# 01473; TICKETS FOR	1,539.00	05/14/24
240515 04/26/24	ESS, INC.	SERVICE AGREEMENT	4,884.00	
240010 04/20/24	DOO, INC.	OBIG TO MOREPHENT	7,004.00	00/14/24

# **BOROUGH OF BOGOTA**

05/14/24 05:19:13 PM				
PO # Date	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	Paid Date
240505 04/26/24	IDEMIA IDENTITY &	INV# 10/23-10/24; MAINT &	2,805.00	05/14/24
240478 04/17/24	INTRALOGIC SOLUTIONS	PANIC SYS MONIT	348.00	05/14/24
Total for		l Police - O/E Equipment	9,576.00	
01-2010-25-2402-	003 Appropriation Co	ontrol Police - O/E Office Sup	plies	
240284 03/04/24	SIRCHIE LABORATORIES	INV# 0627413-IN; BLD SPEC	98.47	05/14/24
240512 04/26/24	SIRCHIE LABORATORIES	INV# 0633966-IN	147.82	05/14/24
240499 04/26/24	STAPLES ADVANTAGE	VARIOUS INVOICES	474.20	05/14/24
240501 04/26/24	·	INV# 24395; 2x10 WALNUT	60.00	05/14/24
Total for		l Police - O/E Office	780.49	
01-2010-25-2402-	004 Appropriation Co	ontrol Police - O/E Computer /	IT	
240602 05/10/24	,	OR# 112-9572162-4859412;	119.00	05/14/24
Total for		l Police - O/E Computer /	119.00	
01-2010-25-2402-	005 Appropriation Co	ontrol Police - O/E Firearms /	Ammo	
240500 04/26/24		FIREARM RANGE; 4/23, 4/25,	400.00	05/14/24
Total for		l Police - O/E Firearms /	400.00	
01-2010-25-2402-	006 Appropriation Co	ontrol Police - O/E Uniforms		
240282 03/04/24	HOLY NAME MEDICAL	PHYS EXAM CC GRD; FARCO	172.00	05/14/24
240510 04/26/24		PHYSICAL EXAM; A MONTANO	172.00	05/14/24
Total for		l Police - O/E Uniforms	344.00	
01-2010-25-2402-	007 Appropriation Co	ontrol Police - O/E Vehicle Ma	intenance	
240604 05/13/24	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE MAY	3,095.25	05/14/24
240498 04/26/24	TOM'S SERVICE CENTER	VARIOUS INVOICES	2,275.92	05/14/24
Total for		l Police - O/E Vehicle	5,371.17	
01-2010-25-2402-	008 Appropriation Co	ontrol Police - O/E Special Se	rvices	
240294 03/05/24	BERGEN COUNTY	2024 MARS MAINTENANCE FEE	8,000.00	05/14/24
240281 03/04/24	INST.FOR FORENSIC	INV# 19978; PSY EVAL; A.	550.00	05/14/24
Total for		l Police - O/E Special	8,550.00	
Department Total:	Appropriation Contro	I Police - O/E	25,140.66	
01-2010-25-2421-	000 Appropriation Co	ontrol Crossing Guards - S&W S	Salary &	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	4,138.91	05/13/24
Total for		l Crossing Guards - S&W	4,138.91	
Department Total:	Appropriation Contro	l Crossing Guards - S&W	4,138.91	
01-2010-25-2501-	000 Appropriation Co	ontrol Police Dispatching/911	- S&W	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	9,073.54	05/13/24
Total for	Appropriation Control	l Police Dispatching/911 -	9,073.54	
Department Total:	Appropriation Contro	l Police Dispatching/911 -	9,073.54	
01-2010-25-2552-	004 Appropriation Co	ontrol Fire - O/E Enterprise		
240604 05/13/24	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE MAY	3,801.06	05/14/24
Total for		l Fire - O/E Enterprise	3,801.06	
Department Total:	Appropriation Contro	l Fire - O/E	3,801.06	
01-2010-25-2602-	001 Appropriation Co	ontrol Rescue Squad - O/E Othe	r Expenses	
240433 04/10/24	TOM'S SERVICE CENTER	INV# 26021	77.43	05/14/24
Total for	Appropriation Control	l Rescue Squad - O/E Other	77.43	

# **BOROUGH OF BOGOTA**

05/14/24 05:19:13 PM			
PO# Date Department Total:	VendorDescriptionAppropriation Control Rescue Squad - 0/E	<u>Amount</u> 77.43	Paid Date
01-2010-25-2651-0	00 Appropriation Control Uniform Fire Safety - S	&W Salary &	
240615 05/13/24 Total for Department Total:	BOROUGH OF BOGOTA 2024-05-15 PR  Appropriation Control Uniform Fire Safety -  Appropriation Control Uniform Fire Safety -	3,433.69 3,433.69 3,433.69	05/13/24
01-2010-25-2652-0	01 Appropriation Control Uniform Fire Safety - O	/E Other	
240559 05/07/24 Total for <pre>Department Total:</pre>	A.M. TERESI AUTO INV# 5437, 5432, 5433, 5434  Appropriation Control Uniform Fire Safety -  Appropriation Control Uniform Fire Safety -	328.13 328.13 328.13	05/14/24
01-2010-26-2901-0 240615 05/13/24 Total for Department Total:	00 Appropriation Control DPW - S&W Regular  BOROUGH OF BOGOTA 2024-05-15 PR  Appropriation Control DPW - S&W Regular  Appropriation Control DPW - S&W	29,825.95 29,825.95 29,825.95	05/13/24
01-2010-26-2902-0	02 Appropriation Control DPW - O/E Miscellaneous		
240380 04/01/24  Total for  01-2010-26-2902-0	ROGO FASTENER CO, QT # 346471;  Appropriation Control DPW - O/E Miscellaneous  03 Appropriation Control DPW - O/E Vehicle Repair	180.50 <b>180.50</b>	05/14/24
240523 04/29/24	AERIAL RISE, LLC QUOTE; INSPEC & SERVICE ON	957.00	05/14/24
240523 04/23/24	SUPERIOR DISTRIBUTORS INV# 241170205 & 241170217	610.27	05/14/24
240528 04/29/24	UNITED MOTOR PARTS INV# 2600333; BATTERIES FOR	314.40	05/14/24
Total for	Appropriation Control DPW - O/E Vehicle	1,881.67	
01-2010-26-2902-0	05 Appropriation Control DPW - O/E Dues & Subscr	iptions	
240268 03/04/24	BERGEN COUNTY PUBLIC '24 DUES FOR MEMBERSHIP	100.00	05/14/24
240267 03/04/24	PWANJ '24 DUES FOR MEMBERSHIP	75.00	05/14/24
Total for	Appropriation Control DPW - O/E Dues &  O6 Appropriation Control DPW - O/E NJDEP Assessm	175.00	
240587 05/08/24 <b>Total for</b>	GORDON J KOHLES REIMBURSE TITLE FOR NEW FIRE  Appropriation Control DPW - O/E NJDEP	60.00 <b>60.00</b>	05/14/24
01-2010-26-2902-0			
240533 04/29/24 <b>Total for</b>	DIAMOND ROCK SPRING INV# 254410; 5 GALLON WATER  Appropriation Control DPW - O/E Office	35.00 <b>35.00</b>	05/14/24
01-2010-26-2902-0	08 Appropriation Control DPW - O/E Tools & Equip	ment	
240597 05/08/24	AGL WELDING SUPPLY CO, INV# 0010139003; APRIL RENT	55.80	05/14/24
240605 05/13/24	GOOSETOWN INV# 163673; RADIO CONTRACT	69.98	05/14/24
Total for <pre>Department Total:</pre>	Appropriation Control DPW - O/E Tools &  Appropriation Control DPW - O/E	125.78 2,457.95	
01-2010-26-3001-0	00 Appropriation Control Shade Tree - S&W Salary	& Wages	
240615 05/13/24	BOROUGH OF BOGOTA 2024-05-15 PR	160.98	05/13/24
Total for Department Total:	Appropriation Control Shade Tree - S&W Salary Appropriation Control Shade Tree - S&W	160.98 160.98	
01-2010-26-3002-0	00 Appropriation Control Shade Tree - O/E Other	Expenses	
240588 05/08/24	HARDWOOD TREE SERVICE INV# 36496, 37034, 37005	7,965.00	05/14/24
Total for	Appropriation Control Shade Tree - O/E Other	7,965.00	

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PO # Date Department Total:	Vendor Appropriation Control	Description Shade Tree - O/E	<u>Amount</u> 7, 965.00	Paid Date
01-2010-26-3052-	001 Appropriation Co	ontrol Solid Waste Collection	- O/E	
240171 02/15/24	SUBURBAN DISPOSAL INC	CAPRIL 2024 GARBAGE	48,333.33	05/14/24
Total for	Appropriation Control	Solid Waste Collection -	48,333.33	
Department Total:	Appropriation Control	Solid Waste Collection -	48,333.33	
01-2010-26-3102-	003 Appropriation Co	ontrol Buildings & Grounds - O	/E Other	
240598 05/08/24	A & M ALARM SYSTEMS	INV# 19394 & 19393	669.40	05/14/24
240592 05/08/24	ANZO, INC	INV# 79168 & 73172; OLSEN	1,810.00	05/14/24
240586 05/08/24	COOPER ELECTRIC	INV# S036694186.010; BHALL	558.19	05/14/24
240531 04/29/24	COOPER PEST SOLUTIONS	S INV# 2042512; TREAT WASP	409.43	05/14/24
240542 04/29/24	COOPER PEST SOLUTIONS	SINV# 2041444, 2041443,	59.36	05/14/24
240583 05/08/24	EDI	INV# 585444-00; FUSES FOR	132.50	05/14/24
240593 05/08/24	LAYNE ROOFING INC.	INV# 13037; RPR ROOF BRD ST	0.00	05/14/24
240593 05/08/24	LAYNE ROOFING INC.	INV# 13037; RPR ROOF BRD ST	375.00	05/14/24
240530 04/29/24	MAIN LOCK SHOP	INV# 0192110-IN; KEYS FOR	9.00	05/14/24
240582 05/08/24	MAIN LOCK SHOP	INV# 0019569-IN; KEYS	5.00	05/14/24
240596 05/08/24	MAIN LOCK SHOP	INV# 0192215-IN; OPEN FIRE	205.00	05/14/24
240584 05/08/24	MATERA'S NURSERY	INV# 367556;	329.65	05/14/24
240581 05/08/24	RIEDEL SIGN CO.	INV# 16221; TEMP SIGN FOR	480.00	05/14/24
240590 05/08/24	SHERWIN-WILLIAMS	INV# 5692-6; 5 GALL YELLOW	377.60	05/14/24
240595 05/08/24	TRAFFIC SAFETY &	INV# 239218; STR SIGNS FOR	1,594.20	05/14/24
240527 04/29/24	TRI-STATE RENTALS,	INV# w2715; KUBOTA Z700 SRS	1,195.69	05/14/24
Total for		Buildings & Grounds -	8,210.02	
Department Total:	Appropriation Control	Buildings & Grounds -	8,210.02	
01-2010-28-3701-	002 Appropriation Co	ontrol Recreation Services - Se	W2	
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	4,726.67	05/13/24
Total for		Recreation Services -	4,726.67	
Department Total:	Appropriation Control	Recreation Services -	4,726.67	
01-2010-28-3702-	001 Appropriation Co	ontrol Recreation Services - O	/E Other	
240542 04/29/24	COOPER PEST SOLUTIONS	SINV# 2041444, 2041443,	464.02	05/14/24
240606 05/13/24	COSTCO BUSINESS CENTE	EBUSINESS MEMBERSHIP ANNUAL	194.63	05/14/24
240577 05/08/24	INSERRA SUPERMARKETS	INV# 45170500060; TBL	19.92	05/14/24
240574 05/08/24	JAMES MOORE	REIMBURSEMENT FOR WATER FOR	26.36	05/14/24
240578 05/08/24	UNITED SITE SERVICES	INV# 4466418	452.00	05/14/24
Total for	Appropriation Control	Recreation Services -	1,156.93	
01-2010-28-3702-	002 Appropriation Co	ontrol Recreation Services - O	/E Senior	
240576 05/08/24	INSERRA SUPERMARKETS	INV# 01340222985; SR MEETING	32.55	05/14/24
240575 05/08/24	QUILL CORPORATION	INV# 38127965; NAME TAGS	35.99	05/14/24
Total for		Recreation Services -	68.54	
Department Total:	Appropriation Control	Recreation Services -	1,225.47	
01-2010-28-3703-	001 Appropriation Co	ontrol Celebration of Public E	vents	
040500 04/00/04		ATTACH TAR TAR TAR TAR TAR	4 500 00	0= /4 4 /04

1,500.00 05/14/24

240520 04/29/24 BOROUGH OF EDGEWATER SHOWMOBILE FOR BOGOTA

# **BOROUGH OF BOGOTA**

PO # Date Total for Department Total:	Vendor         Description           Appropriation Control         Celebration of Public           Appropriation Control         Celebration of Public	Amount Paid Date 1,500.00 1,500.00
01-2010-29-3901-00	00 Appropriation Control Free Public Library -	1/3 mil S&W
240615 05/13/24 Total for Department Total:	BOROUGH OF BOGOTA 2024-05-15 PR  Appropriation Control Free Public Library -  Appropriation Control Free Public Library -	10,594.73 05/13/24 10,594.73 10,594.73
01-2010-31-4402-00	O6 Appropriation Control Telephone Internet -	Verizon
240609 05/13/24 <b>Total for</b>	VERIZON WIRELESS ACCT# 282164140-00001; Appropriation Control Telephone Internet -	1,270.44 05/14/24 1,270.44
240612 05/13/24 Total for	12 Appropriation Control Telephone CABLEVISION OPTIMUM MAY 2024 CABLE/ISP CHARGES Appropriation Control Telephone CABLEVISION -	172.95 05/14/24 <b>172.95</b>
240612 05/13/24 Total for	OPTIMUM MAY 2024 CABLE/ISP CHARGES  Appropriation Control Telephone CABLE TV & ISP	269.51 05/14/24 <b>269.51</b>
240612 05/13/24  Total for	16 Appropriation Control Telephone 07870-06159 OPTIMUM MAY 2024 CABLE/ISP CHARGES Appropriation Control Telephone	236.87 05/14/24 236.87
240612 05/13/24 Total for	OPTIMUM MAY 2024 CABLE TV & Appropriation Control Telephone CABLE TV & ISP  Appropriation Control Telephone CABLE TV & ISP	97.86 05/14/24 <b>97.86</b>
240612 05/13/24 Total for	OPTIMUM MAY 2024 CABLE/ISP CHARGES  Appropriation Control Telephone CABLE TV & ISP  20 Appropriation Control Telephone CABLE TV &	99.40 05/14/24 <b>99.40</b>
240612 05/13/24 240616 05/14/24 Total for	OPTIMUM MAY 2024 CABLE/ISP CHARGES  VERIZON ACCOUNT# 350-668-739-0001-31  Appropriation Control Telephone CABLE TV & ISP	222.95 05/14/24
01-2010-31-4402-02	21 Appropriation Control Telephone 07870-49509	
240612 05/13/24  Total for  01-2010-31-4402-03	OPTIMUM MAY 2024 CABLE/ISP CHARGES  Appropriation Control Telephone  22 Appropriation Control Telephone VERIZON - E	273.59 05/14/24 273.59
240611 05/13/24 Total for	VERIZON MAY 2024 ELEVATOR LINE  Appropriation Control Telephone VERIZON -	63.45 05/14/24 <b>63.45</b>
240612 05/13/24  Total for	OPTIMUM MAY 2024 CABLEVISION  Appropriation Control Telephone CABLEVISION -	119.45 05/14/24 119.45
01-2010-31-4402-02 240612 05/13/24 Total for Department Total:	28 Appropriation Control Telephone OPTIMUM - 3 OPTIMUM MAY 2024 CABLE/ISP CHARGES Appropriation Control Telephone OPTIMUM - 31 Appropriation Control Telephone	687.38 05/14/24 687.38 3,533.76
01-2010-31-4602-00 240580 05/08/24	O1 Appropriation Control Gasoline DPW  VILLAGE OF RIDGEFIELD .APRIL '24 FUEL CHARGES BORO	3,304.41 05/14/24

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PO # Date	<u>Vendor</u> <u>Description</u>	<u>Amount</u>	Paid Date	
Total for	Appropriation Control Gasoline DPW	3,304.41		
01-2010-31-4602-0	002 Appropriation Control Gasoline Police			
240580 05/08/24	VILLAGE OF RIDGEFIELD .APRIL '24 FUEL CHARGES BORO	2,408.58	05/14/24	
Total for	Appropriation Control Gasoline Police	2,408.58		
01-2010-31-4602-0	003 Appropriation Control Gasoline Recreation			
240580 05/08/24	VILLAGE OF RIDGEFIELD .APRIL '24 FUEL CHARGES BORO	44.05	05/14/24	
Total for	Appropriation Control Gasoline Recreation	44.05		
01-2010-31-4602-0	004 Appropriation Control Gasoline Rescue			
240580 05/08/24	VILLAGE OF RIDGEFIELD .APRIL '24 FUEL CHARGES BORO	63.62	05/14/24	
Total for	Appropriation Control Gasoline Rescue	63.62		
01-2010-31-4602-0	005 Appropriation Control Gasoline Fire Department			
240580 05/08/24	VILLAGE OF RIDGEFIELD .APRIL '24 FUEL CHARGES BORO	593.58	05/14/24	
Total for	Appropriation Control Gasoline Fire Department	593.58		
01-2010-31-4602-0	006 Appropriation Control Gasoline Surcharge			
240580 05/08/24	VILLAGE OF RIDGEFIELD .APRIL '24 FUEL CHARGES BORO	962.14	05/14/24	
Total for	Appropriation Control Gasoline Surcharge	962.14		
Department Total:	Appropriation Control Gasoline	7,376.38		
01-2010-32-4652-0	002 Appropriation Control Solid Waste Disposal Misc	ellaneous		
240525 04/29/24	ATLANTIC COAST INV# 125768; MARCH MX CMD	2,376.86	05/14/24	
240585 05/08/24	ENVIRONMENTAL RENEWAL, INV# 330035	1,015.58	05/14/24	
240591 05/08/24	ENVIRONMENTAL RENEWAL, INV# 329871	1,344.15	05/14/24	
Total for	Appropriation Control Solid Waste Disposal	4,736.59		
Department Total:	Appropriation Control Solid Waste Disposal	4,736.59		
01-2010-36-4722-0	000 Appropriation Control Social Security System			
240615 05/13/24	BOROUGH OF BOGOTA 2024-05-15 PR	9,167.80	05/13/24	
Total for	Appropriation Control Social Security System	9,167.80		
Department Total:	Appropriation Control Social Security System	9,167.80		
01-2010-36-4730-0	000 Appropriation Control DCRP			
240615 05/13/24	BOROUGH OF BOGOTA 2024-05-15 PR	0.00	05/13/24	
240615 05/13/24	BOROUGH OF BOGOTA 2024-05-15 PR	133.20	05/13/24	
Total for	Appropriation Control DCRP	133.20		
Department Total:	Appropriation Control DCRP	133.20		
01-2010-42-1190-0	001 Appropriation Control Bogota BOE - SLEO S&W		_	
240615 05/13/24	BOROUGH OF BOGOTA 2024-05-15 PR	8,478.75	05/13/24	
Total for	Appropriation Control Bogota BOE - SLEO S&W	8,478.75		
Department Total:	Appropriation Control Bogota BOE - SLEO S&W	8,478.75		
01-2010-42-4901-0	000 Appropriation Control Municipal Court - S&W			
240615 05/13/24	BOROUGH OF BOGOTA 2024-05-15 PR	1,378.72	05/13/24	
Total for	Appropriation Control Municipal Court - S&W	1,378.72	/ -	
Department Total:	Appropriation Control Municipal Court - S&W	1,378.72		
01-2010-45-9202-003 Appropriation Control Serial Bond - Principal 2012 12-01				
240563 05/01/24	DEPOSITORY TRUST 2024 BOND PRINCIPAL DUE	300,000.00	05/01/24	
Total for	Appropriation Control Serial Bond - Principal	300,000.00	00,01/21	
IOCAI IOI	Appropriation control Serial Bond Filmcipal	500,000.00		

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PO # Date Department Total:	VendorDescriptionAppropriation ControlSerial Box		<u>Amount</u> 300,000.00	Paid Date
01-2010-45-9302-0	03 Appropriation Control Ser	ial Bond - Interes	st 2012 12-01	
240564 05/01/24 Total for Department Total:	DEPOSITORY TRUST 2024 BOND Appropriation Control Serial Box Appropriation Control Serial Box		60,937.50 60,937.50 60,937.50	05/01/24
01-2030-25-2402-0	08 APPROPRIATION RESERVES Po	lice - O/E Special	l Services	
240013 01/23/24 Total for Department Total:	D & E UNIFORMS QUOTE BPD 4 APPROPRIATION RESERVES Police - APPROPRIATION RESERVES Police -	-	742.00 <b>742.00</b> <b>742.00</b>	05/14/24
01-2070-55-0000-0	00 Local School Taxes Payable	e Local School Tax	kes Payable	
240620 05/14/24 Total for Department Total:	BOGOTA BOARD OF MAY 2024 S  Local School Taxes Payable Local  Local School Taxes Payable Local		1,346,465.50 1,346,465.50 1,346,465.50	05/14/24
01-2800	RESERVE FOR CREDIT CARD FI	EES RESERVE FOR C	REDIT CARD	
240567 05/02/24 Total for Department Total:	MERCHANT SERVICE FEES DEMAND DEE RESERVE FOR CREDIT CARD FEES RESERVE FOR CREDIT CARD FEES RESERVE	SERVE FOR	422.42 <b>422.42</b> <b>422.42</b>	05/02/24
04-2150-55-1532-0	01 Improvment Authorizations	1532 - Rec/Commun	nity Center	
240440 04/11/24	BILOW GARRETT GROUP, REC CENTER		10,210.00	
240560 05/07/24  Total for  Department Total:	TREASURER, STATE OF TREATMENT  Improvment Authorizations 1532  Improvment Authorizations 1532	- Rec/Community	5,581.93 15,791.93 15,791.93	05/07/24
04-2150-55-1598-0	10 Improvment Authorizations	1598 - Var. Cap.	Impvts	
240589 05/08/24 <b>Total for</b>	CARRATURA CONSTRUCTIONINV# 3418; Improvment Authorizations 1598		1,800.00 1,800.00	05/14/24
04-2150-55-1598-0	11 Improvment Authorizations	1598 - Var. Cap.	Impvts Road	
240619 05/14/24 Total for Department Total:	KEY TECH LABORATORIES 58553; COR Improvment Authorizations 1598 - Improvment Authorizations 1598 -	- Var. Cap.	2,010.00 2,010.00 3,810.00	05/14/24
13-2880-00-0000-0	00 Summer Day Camp			
240497 04/26/24 Total for Department Total:	GO AHEAD AND JUMP 2 CAMP TRIP; Summer Day Camp Summer Day Camp	JUMP/SOCKS/PIZZA	1,813.16 1,813.16 1,813.16	05/14/24
13-2930-00-0000-0	00 Twirling			
240579 05/08/24 Total for Department Total:	VERONICA SPORTS LLC INV# 3012; Twirling Twirling	TWIRLING SHIRTS	137.50 137.50 137.50	05/14/24
13-3050	Dance Workout			
240571 05/07/24	ANENLY CEBALLOS REFUND DAN	CE WORKOUT; CLASS	80.00	05/14/24
240570 05/07/24 240569 05/02/24		CE WORKOUT; CLASS	80.00 80.00	05/14/24 05/14/24
Total for	Dance Workout		240.00	

# **BOROUGH OF BOGOTA**

RESERVE FOR EXPENDITURES INTEREST ON

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Department Total:

PO# Date Department Total:	Vendor  Dance Workout	<u>Description</u>	<u>Amount</u> 240.00	Paid Date
14-0005-00-0005-0	62 Outside Police	Employment Fees		
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	0.00	05/13/24
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	39,420.00	05/13/24
Total for	Outside Police Empl	<del>-</del>	39,420.00	
Department Total:	Outside Police Empl	oyment Fees	39,420.00	
14-2860	POAA			
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	0.00	05/13/24
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	0.00	05/13/24
240615 05/13/24	BOROUGH OF BOGOTA	2024-05-15 PR	750.00	05/13/24
Total for	POAA		750.00	
Department Total:	POAA		750.00	
16-2000-22-0010-	ACCUTRACK ACCOU	NT 30 CROSS ST INVESTORS, LLC		
240484 04/23/24	COSTA ENGINEERING	22756; 30 CROSS ST	2,925.00	05/14/24
Total for	ACCUTRACK ACCOUNT 3	0 CROSS ST INVESTORS, LLC	2,925.00	
Department Total:	ACCUTRACK ACCOUNT		2,925.00	
16-2000-22-0016-	ACCUTRACK ACCOU	NT WENESCO BOGOTA REALTY, LLC		
240483 04/23/24	COSTA ENGINEERING	22747; WENESCO BOGOTA REALTY	1,575.00	05/14/24
Total for	ACCUTRACK ACCOUNT W	ENESCO BOGOTA REALTY, LLC	1,575.00	
Department Total:	ACCUTRACK ACCOUNT		1,575.00	
19-2000	RESERVE FOR EXP	ENDITURES INTEREST ON INVESTMENTS	5	
240126 02/01/24	PIAZZA & ASSOCIATES,	MAY 2024 MONTHLY COMPLIANCE	200.00	05/14/24
Total for	RESERVE FOR EXPENDIT	URES INTEREST ON	200.00	

200.00