



In God We Trust

Agenda
Open Session

September 21, 2023
7:00pm

**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. The Borough of Bogota will hold a Public Meeting at 7:00 p.m. on Thursday September 21, 2023 to address such matters of business as may be brought before the Mayor and Council. This meeting will be held at Borough Hall Council Chamber, 375 Larch Ave, Bogota, NJ 07603 and will also be held remotely. Please click the link below to Join Zoom Meeting:

<https://us02web.zoom.us/j/88397477141>

Meeting ID: 883 9747 7141

One tap mobile

+13052241968,,88397477141# US

+13092053325,,88397477141# US

Dial by your location

+1 929 205 6099 US (New York)

Salute to the Flag

ROLL CALL OF 2023 COUNCIL

Mayor Kelemen

Council President Carpenter

Councilwoman Granquist

Councilman McHale

Councilman Mitchell

Councilwoman Murphy

Councilman Robbins

Also Attending:

Borough Administrator Hynes

Borough Attorney Betesh

Borough Clerk Yenlys Flores-Bolivard

CITIZEN REMARKS

One five (5) minute time limit per person

DISCUSSION

1. Board of Education presentation - proposed Fields.
2. Recreation Center

Introduction Ordinance

1605 - 2023 Salary Ordinance

1606 - Salary Range Ordinance

PUBLIC HEARING AND ADOPTION OF ORDINANCE

1604 - An Ordinance Amending Chapter 9 entitled “Building and Housing” – (Revision of Ordinance #1589 Registration of Business and Multifamily residences for liability insurance certificates)

CONSENT AGENDA

Resolutions

2023- 169 Tax Appel Settlement Resolution

2023-170 Chapter 159 Mid-Bergen Regional Enhancing Grant

2023-171 Recognizing the month of September as Hunger Action Month

2023- 172 Agreement for Professional Services - Stormwater Pollution Prevention Plan project for Neglia Engineering Associates

2023-173 Appoint Nicholas Arciuolo as Full-Time Dispatcher

2023-174 Correction Action Plan

2023-175 Group Affidavit Form

2023-176 Resolution to Advertise - West End Avenue (CDBG)

Resolution to be Voted on Separately

PC23-16 Payment of Claims

2023-177 Approval of Recreation Center Access Agreement between Bogota and the Bogota Board of Education

APPROVALS

1. Minutes Regular and Closed Session Meeting Sept 7, 2023
2. Proposed resolution regarding approval of the MOU between the Borough and the FOP

2ND CITIZEN REMARKS

One five (5) minute time limit per person

REPORTS

Five (5) minute time limit

- Mayor Kelemen
- Council President Carpenter
- Councilwoman Granquist
- Councilman McHale
- Councilman Mitchell
- Councilwoman Murphy
- Councilman Robbins
- Administrator Hynes
- Borough Attorney Betesh
- Borough Clerk Flores-Bolivard

CLOSED SESSION

- 1. Personnel

ADJOURNMENT

Agenda is subject to change

NEXT COUNCIL MEETINGS

Thursday beginning at 7:00 pm in the Council Chambers of 375 Larch Ave, Bogota NJ 07055 and in Zoom unless otherwise noted and /or advertised:

<i>Work Session</i>	<i>Regular Mayor and Council Meeting</i>
<i>October 5, 2023</i>	<i>October 19, 2023</i>
<i>None</i>	<i>**November 9, 2023</i>
<i>December 7, 2023</i>	<i>December 21, 2023</i>

Council meeting dates are subject to change

GENERAL INFORMATION:

September 23

- Commencement of Mailing Vote-By-Mail Ballots for the November General Election
- First Day of Fall

September 24

Deadline to apply in Person at the Bergen County Clerk’s Office for a Vote-By-Mail Ballot for the September Special School Election by 3 PM

September 24-25

Yom Kippur

September 26

September Special School Election Day

October 17

Voter Registration Deadline for General Election (21 days before election)

October 17

Mandated Evening Voter Registration Available for General Election in Offices of County Commissioners of Registration (optional for Municipal Clerks) (21 days before election)



BOROUGH OF BOGOTA

ORDINANCE NO. 1605

2023 SALARY ORDINANCE

AN ORDINANCE DETERMINING 2023 ANNUAL SALARIES, WAGES, AND COMPENSATION OF EMPLOYEES OF THE BOROUGH OF BOGOTA

Be it ordained by the Borough Council of the Borough of Bogota, County of Bergen, State of New Jersey as follows:

Section I

That the following are schedules of annual salaries, wages, or compensation to be paid to elected officials, professionals, officers and employees of the Borough of Bogota to be paid at the rate indicated commencing January 1, 2023.

			2023
<u>GENERAL ADMINISTRATION</u>			
Mayor	Part-Time	Salaried	\$ 3,403.33
Council	Part-Time	Salaried	\$ 2,552.50
<u>MUNICIPAL CLERK</u>			
Borough Clerk	Full-Time	Salaried	\$ 77,626.00
Deputy Clerk	Full-Time	Salaried	\$ 59,081.25
Clerical Assistant	Part-Time	Salaried	\$ 11,544.00
Assistant to the Borough Clerk	Part-Time	Hourly	\$16.56-\$35.00
<u>FINANCIAL ADMINISTRATION</u>			
Chief Financial Officer	Part-Time	Salaried	\$ 15,720.75
Qualified Purchasing Agent	Part-Time	Salaried	\$ 2,722.66
<u>REVENUE ADMINISTRATION</u>			
Tax Collector	Part-Time	Salaried	\$ 10,903.91
<u>TAX ASSESSMENT ADMINISTRATION</u>			
Tax Assessor	Part-Time	Salaried	\$ 17,428.16
<u>PLANNING/ZONING BOARD</u>			
Secretary	Part-Time	Salaried	\$ 4,000.00



UNIFORM CONSTRUCTION CODE ENFORCEMENT

Technical Assistant to Construction Official	Full-Time	Salaried	\$	52,402.50
Technical Assistant to Construction Official	Part-Time	Hourly	\$	20.96
Construction Official, Zoning Code Official	Part-Time	Salaried	\$	29,238.60
Sub-Code Official - Electrical	Part-Time	Salaried	\$	9,800.00
Sub-Code Official - Plumbing	Part-Time	Salaried	\$	9,800.00
Sub-Code Official - Fire	Part-Time	Salaried	\$	8,000.00
CCO Inspector	Part-Time	Salaried	\$	8,000.00
Special Project Stipend			\$	5,000.00
Property Maintenance Official			\$	27.50

POLICE DEPARTMENT

POLICE CLERICAL

Secretary	Full - Time	Salaried	\$	39,795.30
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POLICE DISPATCHING

Dispatcher:

Year1	Full-Time	Salaried	\$	31,719.92
Year2	Full-Time	Salaried	\$	33,166.89
Year3	Full-Time	Salaried	\$	43,567.06
Year 4 and Thereafter; 2% Increase	Full-Time	Salaried	\$	44,437.91

Dispatcher - Part Time

	Part-Time	Hourly		
Year 1			\$	17.03
Year 2			\$	19.86
Year 3			\$	22.69
Year 4			\$	25.53
Year 5 and Thereafter; 2% Increase			\$	28.36

CROSSING GUARDS

Crossing Guards	Part-Time	Hourly		
Year 1			\$	16.69
Year 2			\$	18.08
Year 3			\$	19.47
Year 4			\$	20.87
Year 5 and Thereafter; 2% Increase			\$	22.26

OEM

Coordinator	Part-Time	Stipend	\$	2,180.78
Deputy Coordinator	Part-Time	Stipend	\$	1,090.39



UNIFORM FIRE SAFETY

Fire Official	Part-Time	Salaried	\$ 13,613.32
Inspector	Part-Time	Hourly	\$ 26.73
Secretary	Part-Time	Hourly	\$14.00-\$20.00

PUBLIC WORKS

Assistant Superintendent	Full-Time	Salaried	\$ 8,202.00
Sewer Operator	Part-Time	Salaried	\$ 4,276.04
Shade Tree - Secretary	Part-Time	Stipend	\$ 3,863.61
Part-Time/Summer Help	Part-Time	Hourly	\$13.00-\$27.06

HEALTH AND HUMAN SERVICES

Registrar of Vital Statistics	Part-Time	Salaried	\$ 5,104.99
Board of Health Secretary	Part-Time	Salaried	\$ 2,706.00

RECREATION SERVICES AND PROGRAMS

Recreation Director	Full-Time	Salaried	\$ 60,000.00
Senior Citizen Bus Driver	Part-Time	Hourly	\$ 25.00
Counselors Part-Time	Part-Time	Hourly	\$11.90-\$16.58

MUNICIPAL COURT

Judge	Part-Time	Salaried	\$ 21,050.59
Prosecutor	Part-Time	Salaried	\$ 8,589.51
Public Defender	Part-Time	Salaried	\$ 3,448.93



Introduction Approved: _____

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Council President Carpenter						
Councilwoman Granquist						
Councilman McHale						
Councilman Mitchell						
Councilwoman Murphy						
Councilman Robbins						

✓

ATTEST:

APPROVED:

Borough Clerk

Mayor

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 Introduced by the Borough of Bogota, Bergen County in the New Jersey.



BOROUGH OF BOGOTA

INTRODUCTION OF ORDINANCE NO. 1606

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, 2022 - December 31, 2024 amended, are hereby established as follows:

		Range	Minimum	Maximum
<u>GENERAL ADMINISTRATION</u>				
Mayor	Part-Time	Salaried	\$ 3,000.00	\$ 7,000.00
Council	Part-Time	Salaried	\$ 2,500.00	\$ 5,000.00
Business Administrator	Full-Time	Salaried	\$115,000.00	\$135,000
<u>MUNICIPAL CLERK</u>				
Borough Clerk	Full-Time	Salaried	\$ 65,000.00	\$ 85,000.00
Deputy Clerk	Full-Time	Salaried	\$ 55,000.00	\$ 70,000.00
Clerical Assisat	Part-Time	Salaried	\$ 10,000.00	\$ 15,000.00
Assistant to the Borough Clerk	Part-Time	Hourly	\$ 16.00	\$ 35.00
<u>FINANCIAL ADMINISTRATION</u>				
Chief Financial Officer	Part-Time	Salaried	\$ 15,000.00	\$ 25,000.00
Qualified Purchasing Agent	Part-Time	Salaried	\$ 2,500.00	\$ 3,500.00
<u>REVENUE ADMINISTRATION</u>				
Tax Collector	Full-Time	Salaried	\$ 10,000.00	\$ 15,000.00
<u>TAX ASSESSMENT ADMINISTRATION</u>				
Tax Assessor	Part-Time	Salaried	\$ 15,000.00	\$ 25,000.00
<u>PLANNING/ZONING BOARD</u>				
Secretary	Part-Time	Salaried	\$ 2,500.00	\$ 6,000.00
<u>UNIFORM CONSTRUCTION CODE ENFORCEMENT</u>				
Technical Assistant to Construction Official	Full-Time	Salaried	\$ 45,000.00	\$ 60,000.00
Technical Assistant to Construction Official	Part-Time	Hourly	\$ 20.00	\$ 25.00
Construction Official, Zoning Code Official	Part-Time	Salaried	\$ 25,000.00	\$ 40,000.00
Sub-Code Official - Electrical	Part-Time	Salaried	\$ 8,000.00	\$ 15,000.00
Sub-Code Official - Plumbing	Part-Time	Salaried	\$ 7,000.00	\$ 15,000.00
Sub-Code Official - Fire	Part-Time	Salaried	\$ 6,000.00	\$ 10,000.00
CCO Inspector	Part-Time	Salaried	\$ 6,000.00	\$ 10,000.00
Special Project Stipend			\$ 5,000.00	\$ 5,000.00
Property Maintenance Official			\$ 22.00	\$ 35.00



POLICE DEPARTMENT

Police Chief	Full - Time	Salaried	\$	165,000.00	\$	190,000.00
Captain	Full - Time	Salaried	\$	155,000.00	\$	185,000.00
Secretary	Full - Time	Salaried	\$	39,000.00	\$	44,000.00

POLICE DISPATCHING

Dispatcher - Full Time	Full - Time	Salaried	\$	40,000.00	\$	60,000.00
Dispatcher - Part Time	Part-Time	Hourly	\$	16.00	\$	30.00

CROSSING GUARDS

Crossing Guards	Part-Time	Hourly	\$	15.00	\$	28.00
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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	\$	15,000.00
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	\$	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	\$	4,800.00	\$	7,000.00
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	\$	70,000.00
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

Specific salaries shall be set within the above ranges by Resolution of the Mayor and Council.

Section 2. Repealer

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.



Section 3. Effective Date

This ordinance shall take effect as provided by law.

Introduction Approved: _____

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Council President Carpenter						
Councilwoman Granquist						
Councilman McHale						
Councilman Mitchell						
Councilwoman Murphy						
Councilman Robbins						

✓

ATTEST:

APPROVED:

Borough Clerk

Mayor

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 Introduced by the Borough of Bogota, Bergen County in the New Jersey.



BOROUGH OF BOGOTA

PUBLIC HEARING OF ORDINANCE NO. 1604

**AN ORDINANCE AMENDING CHAPTER 9 OF THE
BOGOTA CODE, ENTITLED "BUILDING AND HOUSING"**

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

WHEREAS, on or about November 10, 2022, the Mayor and Council adopted Ordinance #1589, which amended the aforementioned Chapter to create a new Section 14, which established an insurance registry in accordance with the provisions of N.J.S.A. 40A:10A-1 and 2; and,

WHEREAS, the aforesaid legislation requires business owners and owners of residential rental properties to, *inter alia*, annually register their certificate of insurance with the municipality where the business or rental units are located; and,

WHEREAS, after the adoption of Ordinance #1589, a decision was made to transfer the responsibilities of carrying out Section 9-14 from the Bogota Clerk's Office to the Borough's Bureau of Fire Prevention.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Section 14.1(C) of Chapter 9 of the Bogota Code, entitled "Registration of Insurance Certificates", be amended, revised and supplemented as follows:

SECTION 1: AMENDMENT TO SECTION 9-14.1, ENTITLED "LIABILITY INSURANCE AND ANNUAL REGISTRATION".

- C. All owners of property who fall within the categories set forth in sub-parts "a" and "b" herein shall annually register a certificate of insurance that meets the requirements of this Section with the Bogota *Bureau of*



Fire Prevention by no later than February 1st of each year, or within thirty (30) days of obtaining ownership of the property.

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.



Ordinance Adopted: _____

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Council President Carpenter						
Councilwoman Granquist						
Councilman McHale						
Councilman Mitchell						
Councilwoman Murphy						
Councilman Robbins						

✓

ATTEST:

APPROVED:

Borough Clerk

Mayor

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 Introduced by the Borough of Bogota, Bergen County in the New Jersey.



RESOLUTION # 2023-169

DATE: 09-21-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

TAX APPEAL SETTLEMENT

WHEREAS, the Mayor and Council of the Borough of Bogota have been advised of the proposed settlement of a property Tax Appeal filed by Queen Anna LLC by Lukoil North America, LLC Tenant-Taxpayer (hereinafter the “Tax Appeal”), under Docket Numbers 011650-2021 & 009686-2022; and,

WHEREAS, the aforesaid tax appeal involves a commercial property located at 51 Queen Anne Road and Route 35 Queen Anne Road, and is otherwise referred to as Block 95 Lots 1.01 and 1.02 on the tax assessment map of the Borough (hereinafter the “Subject Property”); and,

WHEREAS, the said Governing Body has been advised of the merits of the aforementioned Tax Appeal settlement by legal counsel and the Borough Tax Assessor; and,

WHEREAS, the proposed Tax Appeal settlement components are set forth in the Schedule “A” attached hereto and made a part hereof; and,

WHEREAS, it is in the best interest of the Borough to settle the subject Tax Appeal in accordance with the settlement proposal set forth hereinabove.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that the aforesaid Tax Appeal settlement is hereby approved, per the terms set forth in the attached Scheduled “A”; and,

BE IT FURTHER RESOLVED, that with respect to same, the Mayor, Borough Administrator, Tax Appeal Attorney and/or any other appropriate Borough officials are hereby authorized to perform any act necessary to effectuate the purposes set forth in this Resolution.



SCHEDULE "A"

The terms of the aforesaid tax appeal settlement shall consist as follows:

Block 1.01
2021 Appeal: Withdraw
2022 Appeal: \$645,000

Block 1.02
2021 Appeal: Withdraw

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 Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2023-170

DATE: 08-17-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

CHAPTER 159 MID-BERGEN REGIONAL ENHANCING GRANT
FORM OF RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND
APPROPRIATION
NJS 40A:4-87

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount,

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Bogota in the County of Bergen, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$12,444.00 which is now available from “Mid-Bergen Regional 2023 Enhancing Grant” in the amount of \$12,444.00

BE IT FURTHER RESOLVED, that the like sum of \$12,444.00 is hereby appropriated under the caption “Mid-Bergen Regional 2023 Enhancing Grant”; and

BE IT FURTHER RESOLVED that the above is the result of funds from Mid-Bergen Regional Health Commission in the amount of \$12,444.00

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 Borough of Bogota, Bergen County in the New Jersey.

 Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2023-171

DATE: 09-21-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

**RESOLUTION RECOGNIZING THE MONTH OF SEPTEMBER AS HUNGER
ACTION MONTH – BOGOTA**

WHEREAS, hunger and food insecurity are a reality for far too many of our neighbors; and

WHEREAS, those who are food insecure are without reliable access to an adequate amount of affordable, nutritious food. Food insecurity can affect anyone, whether they are recently unemployed, underemployed, or supporting a large family; and

WHEREAS, food insecurity is a symptom of broader challenges, such as unemployment, disability, retirement or unforeseen financial hardships; and

WHEREAS, those who do not have their basic needs met are further hampered in their path toward self-sufficiency; and

WHEREAS, ongoing economic instability has increased food insecurity amongst individuals and families throughout Bergen County and across the country; and

WHEREAS, food pantries in Bergen County have experienced an approximately 22% increase in need for food assistance compared to last year, and a 40% increase in need from the unprecedented levels seen in 2020 due to the COVID-19 pandemic; and

WHEREAS, there are residents in every municipality in Bergen County who receive SNAP benefits, illustrating that this is an issue impacting residents all across Bergen County; and

WHEREAS, the economic coattails of the pandemic are long, and despite the end of Federal and state emergency declarations, tremendous need still exists within our community; and

WHEREAS, the Bergen County Food Security Task Force was established to support food pantries in Bergen County by increasing the supply of healthy food options, connecting those in need to vital services, and investing in long term infrastructure to build a more resilient pantry network to ensure no one in Bergen County goes hungry; and



WHEREAS, the Bergen County Food Security Task Force has been incorporated into the Department of Human Services as the new Office of Food Security to reaffirm that the county’s commitment to fighting hunger continues past the pandemic; and

WHEREAS, the energy, philanthropy, and hands-on efforts of a multitude of volunteers throughout the county make a tremendous impact in combatting hunger in our community, and are vital in meeting the struggles of our neighbors with compassion; and

WHEREAS, the **BOROUGH OF BOGOTA** is fortunate to host **ST. JOSEPH** within our municipality; and

NOW, THEREFORE, BE IT RESOLVED that the **MAYOR/COUNCIL** hereby recognizes the month of September 2023 as “Hunger Action Month” in the

BOROUGH OF BOGOTA, and encourages all Bergen County residents to support their local food pantries.

BE IT FURTHER RESOLVED that this **MAYOR/COUNCIL** is committed to ending hunger in Bergen County and will spread awareness and increase engagement in our community to solve this problem

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 Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2023-172

DATE: 09-21-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

BOROUGH OF BOGOTA - COUNTY OF BERGEN

**STORMWATER POLLUTION PREVENTION PLAN
AGREEMENT FOR PROFESSIONAL SERVICES**

WHEREAS, Borough of Bogota is required to prepare a new Stormwater Pollution Prevention Plan as per its Year 2023 Tier A Stormwater Permit; and

WHEREAS, Neglia Engineering Associates has provided the Borough with an Agreement for Professional Services for this project; and

WHEREAS, the Agreement for Professional Services includes a cost to be invoiced on a lump sum basis for a cost of \$6,215.00 representing Engineering Services and on a material basis (schedule in contract) not to exceed \$350.00 representing Reimbursable Expenses; and

WHEREAS, the CFO has certified that these funds have been appropriately budgeted for; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute the agreement of services for the Stormwater Pollution Prevention Plan project for Neglia Engineering Associates, 34 Park Avenue, Lyndhurst, New Jersey.

Certified copy of a Resolution passed at the September 21, 2023 Mayor and Council meeting.

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 Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Municipal Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: August 18, 2023

TO: Mayor and Council
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603
Attn: Edward Hynes, Borough Administrator

FROM: Gregory J. Polyniak, P.E., P.P., C.M.E., C.P.W.M.

RE: Proposal for Engineering Services
Stormwater Pollution Prevention Plan
NJDEP Municipal Stormwater Management Program
Borough of Bogota, Bergen County, New Jersey

The NJDEP issued a new Year 2023 Tier A Stormwater Permit to each municipality in the State of New Jersey in early 2023. As part of the Permit requirements each municipality must prepare a new Stormwater Pollution Prevention Plan in accordance with the new Permit regulations and requirements. This Plan must be submitted electronically to the NJDEP and uploaded to the Borough's website by December 31, 2023. This proposal addresses engineering services to prepare this document and submit this document electronically to the NJDEP.

Description of Services - See attached Scope of Services.

Requested By: Borough of Bogota

Date of Request: August 2023

This agreement, when approved by **Borough of Bogota** will be completed as follows:

1. On a lump sum basis for a cost of **Six Thousand Two Hundred Fifteen Dollars (\$6,215.00)** representing Engineering Services.
2. On a material basis in accordance with our attached schedule of fees for a cost not to exceed **Three Hundred Fifty Dollars (\$350.00)** representing Reimbursable Expenses.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions.

LYNDHURST

34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

I. BACKGROUND

The NJDEP issued a new Year 2023 Tier A Stormwater Permit to each municipality in the State of New Jersey in early 2023. As part of the Permit requirements each municipality must prepare a new Stormwater Pollution Prevention Plan in accordance with the new Permit regulations and requirements. This Plan must be submitted electronically to the NJDEP and uploaded to the Borough's website by December 31, 2023. This proposal addresses engineering services to prepare this document and submit this document electronically to the NJDEP.

II. SCOPE OF SERVICES**A. Stormwater Pollution Prevention Plan**

Neglia Engineering Associates will aid in the preparation and submission of the Borough's Stormwater Pollution Prevention Plan. This will include the implementation of materials specifically listed within the NJDEP Permit and the additional documentation as required by the NJDEP's Nonpoint Source Pollution website. Once completed, our office will submit the document electronically to the NJDEP, provide a hard copy for your records, and provide an electronic copy to the Borough to upload to the Borough's website.

II. DELIVERABLES

We will provide with your assistance a hard copy of the Stormwater Pollution Prevention Plan and a PDF of the Plan to be uploaded to the Borough's website by the Borough's website manager. Mapping and surveying services are not included as part of this proposal.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to start the described services immediately, upon receipt of a signed copy of this agreement and the General Conditions. We anticipate completing the above scope of services within twenty business days excluding holidays after receipt of authorization

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. It shall be noted that these budgets do not include any regulatory, submission, etc. fees and material testing fees.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. Meeting time is portal to portal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are in addition to the lump sum illustrated on page one of this proposal. Should Neglia Engineering Associates not require this budget for reimbursable expenses we will not invoice the full budget amount. If additional reimbursable expenses are required, we will invoice your office on an as needed basis without further authorization required. Should any subconsultants be required for this project, Neglia Engineering Associates will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All filing, review, processing, and application fees will be provided by your office.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II - PROFESSIONAL RESPONSIBILITY: Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV - INDEMNIFICATION: If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V – INSURANCE: Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE: Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the

event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

ARTICLE VIII - REUSE OF DOCUMENTS: All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses, and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW: Any element of this Agreement held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION: All claims, counterclaims, disputes, and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00

(exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.


GENERAL TERMS

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agreed upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of the **Borough of Bogota**. Please sign one copy of this proposal and return same to this office.

Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Engineering Associates



Gregory J. Polyniak, P.E., P.P., C.M.E., C.P.W.M.
For the Borough Engineer
Borough of Bogota

Attachments: Municipal Rates

Accepted this _____ day of _____ 2023

By: _____

Title: _____

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EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

**NEGLIA GROUP
2023 MUNICIPAL
HOURLY BILLING RATES**

PRINCIPAL	\$199.00
SENIOR ENGINEER / SENIOR MANAGER/SR. PROF. PLANNER	\$195.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$190.00
SENIOR DESIGN ENGINEER	\$175.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$165.00
ENGINEERING ASSISTANT	\$105.00
PROFESSIONAL PLANNER	\$195.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$175.00
LANDSCAPE DESIGN	\$135.00
COMPUTER AIDED DESIGNER	\$135.00
CONSTRUCTION MANAGER	\$160.00
RESIDENT ENGINEER	\$190.00
TECHNICAL OBSERVER	\$135.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$180.00
SURVEY PROJECT MANAGER	\$165.00
3 MAN SURVEY CREW	\$255.00
2 MAN SURVEY CREW	\$215.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$195.00
CERTIFIED WETLAND DELINEATOR	\$195.00
LICENSED COLLECTION SYSTEM OPERATOR	\$180.00
DRONE PILOT AND VISUAL OBSERVER	\$230.00
DRONE EDITOR	\$165.00
GIS MANAGER	\$175.00
GIS SPECIALIST	\$155.00
GIS TECHNICIAN	\$105.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 4.00/sheet
MYLARS	\$30.00/sheet
COLOR PRINTS	\$65.00/sheet
PHOTOCOPIES (Black & White)	\$.25/page
PHOTOCOPIES (Color)	\$.40/page
MILEAGE (Federal Standard Milage Rate)	\$.6250/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

- Expert testimony for deposition or trial is billed at 1½ standard billing rate.
- Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems.
- After hour and Holiday Call Outs
 - 7:00pm to 5:00am – 1.5 times the hourly rate and a 4 hour minimum
 - Holidays – 2 times the hourly rate and a 4 hour minimum
- Reimbursable expenses are subject to change annually based on industry fluctuation.

LYNDHURST

34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249



RESOLUTION # 2023-173

DATE: 09-21-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

APPOINT NICHOLAS ARCIUOLO AS FULL-TIME POLICE DISPATCHER

WHEREAS, the Police Chief advised the need to appoint one full-time dispatcher.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota hereby appoint current part-time civilian police dispatcher, Nicholas Arciuolo to the position of full-time civilian police dispatcher effective September 21, 2023 and they shall be paid in accordance with the most recent Borough of Bogota Salary Ordinance.

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

Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2023-174

DATE: 09-21-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

**BOROUGH OF BOGOTA
CORRECTIVE ACTION PLAN FOR
COMMENTS AND RECOMMENDATIONS FROM
REPORT OF AUDIT FOR THE YEAR ENDED DECEMBER 31, 2022**

Finding/Condition #1:

Our audit indicated that a certain contract awarded during the year for the revaluation of property was not encumbered.

Recommendation:

All contracts be encumbered at the time of award.

Explanation and Corrective Action:

The resolution awarding this contract did not include a certification of available funds so the resolution was never forwarded to the finance office. The clerk’s office has been made aware of this finding and ensured that all awarded contracts will be given to the finance office to encumber the total cost of the contract.

Implementation Date: Ongoing

Finding/Condition #2:

Our audit indicated that certain purchases were made prior to issuance of purchase orders.

Recommendation:

It is recommended that purchase orders be issued prior to placing the orders for goods/services.

Explanation and Corrective Action:

The Borough will continue to make every effort to ensure that requisitions are submitted prior to the commitment of any goods or services.

Implementation Date: Ongoing

Finding/Condition #3:

Our audit revealed that Special Emergency appropriations for the revaluation of real property and the preparation of a tax map were not recorded in the Borough's financial records.



Recommendation:

It is recommended that approved Special Emergency appropriations be recorded and reflected in the Borough's financial records.

Explanation and Corrective Action:

There was a change in staff in the clerk's office and the special emergencies were not forwarded to the finance office once approved by the council. The clerk's office has been made aware of this and has ensured that all approved special emergencies will be forwarded to the chief financial officer so that they can be reflected in the Borough's financial records.

Implementation Date: August 2023

Finding/Condition #4:

Our audit of salaries revealed that one terminated employee was not removed from health benefits in a timely manner.

Recommendation:

It is recommended that in all instances, terminated employees be removed from health benefits in a timely manner.

Explanation and Corrective Action:

More care will be given so that when employees retire or resign, they will be removed from health benefits in a timely manner.

Implementation Date: August 2023

Finding/Condition #5:

Our audit of taxes revealed that in multiple instances, there were taxpayer checks that bounced, but were not posted to the taxpayer's history by the Tax Collector to reflect the delinquent balance. Additionally, interest was not charged upon the subsequent repayment of the delinquent balances.

Recommendation:

It is recommended that the Tax Collector adjust the taxpayer's history for all bounced checks and interest be charged on the applicable delinquent accounts.

Explanation and Corrective Action:

Since the finance software and tax software do not communicate with each other, the returned checks were posted into the finance software and were not updated in the respective tax accounts. Moving forward, all returned items will be posted immediately and reviewed on a weekly basis.

Implementation Date: August 2023

Finding/Condition #6:

With regards to the Municipal Court:

- a) Adjusted bank balances were not in agreement with adjusted book balances for the Regular and Bail account bank reconciliations.
- b) Uncleared reconciling items on the Regular account bank reconciliations.

Recommendation:

With regards to the Municipal Court:



- a) Old outstanding checks in the municipal court Bail account be cleared of record.
- b) Adjusted bank balances and book balances be reconciled and in agreement for both the Regular and Bail account bank reconciliations.
- c) Reconciling items on the Regular account bank reconciliations be reviewed and cleared of record.

Explanation and Corrective Action:

The Court Administrator has ensured that old outstanding checks and reconciling items in the Bail and Regular account have been cleared of record and that the adjusted bank balances were reconciled and were in agreement for both accounts bank reconciliations.

Implementation Date: August 2023

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 Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2023-175

DATE: 08-17-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF (*Bergen*)

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

1. We are duly elected (or appointed) members of the (*insert name of governing body*) of the (*name of local unit*) in the county of (*name of county*);
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year (*insert year*);
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled “Comments and Recommendations.”

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



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

Borough Clerk
Yenlys Flores-Bolivard

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

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

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 Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2023-176

DATE: 09-21-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

BOROUGH OF BOGOTA
Resolution to Advertise - West End Avenue (CDBG)

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

WEST END AVENUE ROADWAY IMPROVEMENTS (CDBG 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 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 Borough of Bogota, Bergen County, New Jersey at a meeting held on September 21, 2023.

 Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2023-177

DATE: 09-21-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

**RESOLUTION TO APPROVE RECREATION CENTER ACCESS AGREEMENT
BETWEEN THE BOROUGH OF BOGOTA AND THE BOGOTA
BOARD OF EDUCATION**

WHEREAS, the Borough of Bogota (hereinafter the “Borough”) owns the property located at 162 W. Main Street (hereinafter the “Property”); and,

WHEREAS, the aforementioned Property currently contains a recreation center building and parking lot; and,

WHEREAS, the Bogota Board of Education (hereinafter the “BOE”) has requested the Borough’s consent to utilize four (4) parking spaces in the aforementioned lot to park their buses; and,

WHEREAS, the BOE further requires the Borough’s consent to locate a portable electric vehicle (“EV”) charging station on the site for one of its buses, and to make modifications to the recreation center building to allow for the EV charging station to connect to the building’s power supply; and,

WHEREAS, Borough wishes to grant its consent to the BOE’s requests, and have memorialized its consent in an Access Agreement that was negotiated between the parties, whose terms shall be binding as to the BOE’s use of the Property; and,

WHEREAS, a copy of the Access Agreement is attached to this resolution as an Exhibit.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that the document entitled “Access Agreement-Bogota Recreation Center-Between the Bogota Board of Education & The Borough of Bogota” is hereby approved; and,

BE IT FURTHER RESOLVED, that the Mayor, Borough Clerk, Borough Administrator, Borough Attorney and any other necessary Borough officials are hereby



authorized and directed to take all steps necessary to execute and effectuate the purposes of this Agreement.

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 Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Municipal Clerk

**ACCESS AGREEMENT
BOGOTA RECREATION CENTER
BETWEEN BOGOTA BOARD OF EDUCATION &
THE BOROUGH OF BOGOTA**

This Access Agreement (“Agreement”), is made as of September 21, 2023, between the Borough of Bogota, having an address at 375 Larch Avenue, Bogota, New Jersey 07603 (“Borough”) and the Bogota Board of Education, having an address at 1 Henry C. Luthin Place, Bogota, New Jersey 07603 (“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

1.1 The Borough owns certain real property in the Borough of Bogota, commonly known as the Recreation Center, located at 162 W. Main Street, Bogota, New Jersey 07603, which has a parking lot, with said parking lot being referred to herein as the “Property”.

1.2 The Board requires space to park 4 buses, including 1 electric powered bus.

1.3 The Board has obtained grant funding to obtain an electric bus and install an electronic charging station.

1.4 The Borough is agreeable to temporarily allowing the Board to utilize the Property as set forth in this Agreement

2. Term and Termination

2.1 The term of this Agreement commences September 21, 2023, and terminates June 30, 2024. There shall be no automatic extensions or renewals of this Agreement.

2.2 In the event the Borough can no longer accommodate the buses being parked on the Property due to planned construction at the Recreation Center, the Borough may terminate this Agreement prior to the June 30, 2024 termination date on 30 days’ notice to the Board.

3. Use of Property

3.1 The Board is provided access to the Property to park four buses. The Board will have access to, ingress to and egress from the Property in order to park the buses and for the purposes set forth below.

3.2 The bus drivers are permitted to park their cars on the Property while they are driving the buses. No more than four parking spaces shall be occupied at any single time by buses and cars driven by the bus drivers.

3.3 The Board is permitted to install a portable electric vehicle charging station on the Property, or in close proximity thereto, for the purpose of charging its electric bus, which is one of the four buses to be parked on the Property. The installation of the charging station will include installation of a sub panel in the Recreation Center electric room, wired out for the outlet/box on the outside wall (on the right side of the Recreation Center building/garbage area) which the EV charger will be connected to. The charger will be portable and secured in a box, located on and secured to an existing concrete slab outside the Recreation Center building. The Board shall be responsible for all costs associated with the installation of the charger, shall obtain all necessary permits for its installation, and shall be responsible for ensuring that the charger is installed in accordance with all applicable codes.

4. Payments

4.1 Except as set forth below, the Board shall not be required to make payments to the Borough for use of the Property.

4.2 As reimbursement for the additional electric utility charges the Borough will incur, the Board agrees to make quarterly payments to the Borough of \$1,250. The first payment shall be due when the charging station is installed and ready for use. In the event this Agreement terminates during any three-month period for which a quarterly payment is due or paid, the payment will be adjusted on a prorated basis, and any overpayment will be refunded.

5. Restoration/Damages

In the event the Board, or any of its contractors, subcontractors, agents or employees cause any damage to any portion of the Property, either during installation or during the term of this Agreement, said damages shall be promptly repaired and restored to as near its condition immediately prior to being damaged as is reasonably possible, at the sole cost and expense of the Board. Any and all improvements made to the Property, including the charging station, shall be removed within 30 days of the termination of this Agreement, and the Board shall restore the Property to as near its condition immediately prior to the installation of the charging station.

6. Indemnification

The Board will defend and indemnify the Borough and hold the Borough, its officials, officers, agents, representatives, and employees harmless from any and all liabilities, claims, damages, costs (including attorney's fees and defense costs), of any kind arising out of or resulting from the Board, its officials, officers, contractors, agents or representatives' negligent acts or omissions arising out of the Board's use of the Property or this Agreement.

7. Insurance

The Board shall maintain in full force and effect during the entire term of this Agreement, 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 incident, 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 the underlying primary policies described in this section with a limit of not less than \$5,000,000. The Borough and its officials, officers, agents and employees shall be named as additional insureds on these policies. The Board shall provide the Borough with certificates of insurance evidencing the insurance coverage provided for herein if requested by the Borough. The Certificate shall state that all insurance policies are primary and non-contributory and a Waiver of Subrogation (except Worker Compensation) shall apply to all policies.

8. 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.
- d. 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.

9. Notice

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

If to Borough: Yenlys Flores-Bolivard, Clerk
375 Larch Avenue
Bogota, New Jersey 07603
Email: clerk@bogotaonline.org

If to Board: Irfan Evcil, Board Secretary
1 Henry C. Luthin Place
Bogota, New Jersey 07603
Email: ievcil@bogotaboe.com

The person, place and e-mail addresses to which notices are to be sent to either party may be changed from time to time by notice given in accordance with the provisions of this Section.

10. Modifications

This Agreement or any part thereof may not be modified, except by written agreement of the parties, signed by the duly authorized officers or agents of the parties.

11. No Waiver

No omissions or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

12. Applicable Law

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

13. Severability

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

14. Successors and Assignees

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

15. 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.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter of this Agreement.

17. Execution

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 party has caused its authorized official to sign and seal this Agreement the day and year first above written.

Attest:

Borough of Bogota

BY: _____
Yenlys Flores-Bolivard, Clerk

BY: _____
Christopher M. Kelemen, Mayor

Dated: _____

Attest:

Bogota Board of Education

BY: _____
Irfan Evcil, Board Secretary

BY: _____
Frank Miranda, Board President

Dated: _____

R E S O L U T I O N

COUNCIL	YES	NO	AB-STAIN	AB-SENT
R. ROBBINS				
P. MCHALE				
J. MITCHELL				
C. CARPENTER				
M. MURPHY				
J. GRANQUIST				
MAYOR (Tie Vote Only) C. KELEMEN				



DATE September 19, 23

MOTION _____

SECOND _____

Carried Defeated Tabled

Meeting: 09-21-2023
PC23-16 Payment of Claims

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	305,211.83
Total fund 04 General Capital Fund	6,522.00
Total fund 13 Recreation Trust Fund	5,034.00
Total fund 14 Trust Fund	14,475.00
Total fund 16 ACCUTRACK ACCOUNT	8,273.33
Total fund 19 COAH	200.00
GRAND TOTAL:	339,716.16

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 Borough of Bogota, Bergen County, New Jersey at a meeting held on September 21, 2023.

Yenlys Flores-Bolivard, Municipal Clerk

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1001-000 Appropriation Control General Administration - S&W					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	5,308.33	09/13/23
Total for		Appropriation Control General Administration -		5,308.33	
Department Total:		Appropriation Control General Administration -		5,308.33	
01-2010-20-1101-000 Appropriation Control Mayor & Council - S&W Salary &					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	759.07	09/13/23
Total for		Appropriation Control Mayor & Council - S&W		759.07	
Department Total:		Appropriation Control Mayor & Council - S&W		759.07	
01-2010-20-1201-000 Appropriation Control Municipal Clerk - S&W Salary &					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	6,946.90	09/13/23
Total for		Appropriation Control Municipal Clerk - S&W		6,946.90	
Department Total:		Appropriation Control Municipal Clerk - S&W		6,946.90	
01-2010-20-1202-000 Appropriation Control Municipal Clerk - O/E Other					
231181	09/13/23	NORTH JERSEY MEDIA	SERVICE FOR 9/1/23-3/31/24	192.42	09/19/23
Total for		Appropriation Control Municipal Clerk - O/E		192.42	
Department Total:		Appropriation Control Municipal Clerk - O/E		192.42	
01-2010-20-1301-000 Appropriation Control Financial Administration - S&W					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	747.91	09/13/23
Total for		Appropriation Control Financial Administration		747.91	
Department Total:		Appropriation Control Financial Administration		747.91	
01-2010-20-1302-000 Appropriation Control Financial Administration - O/E					
231117	08/23/23	LITHOTONE CO.	#10 BUSINESS WINDOW	90.00	09/19/23
Total for		Appropriation Control Financial Administration		90.00	
01-2010-20-1302-002 Appropriation Control Financial Administration - O/E					
231225	09/14/23	ACTION DATA SERVICES	DEMAND DEBIT - 09/14/2023	720.44	09/14/23
Total for		Appropriation Control Financial Administration		720.44	
Department Total:		Appropriation Control Financial Administration		810.44	
01-2010-20-1451-000 Appropriation Control Revenue Administration - S&W					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	442.17	09/13/23
Total for		Appropriation Control Revenue Administration -		442.17	
Department Total:		Appropriation Control Revenue Administration -		442.17	
01-2010-20-1501-000 Appropriation Control Tax Assessment - S&W Salary &					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	706.74	09/13/23
Total for		Appropriation Control Tax Assessment - S&W		706.74	
Department Total:		Appropriation Control Tax Assessment - S&W		706.74	
01-2010-20-1552-001 Appropriation Control Legal Services - O/E Retainer -					
230145	01/30/23	BOGGIA & BOGGIA, LLC	SEPTEMBER 2023 RETAINER	6,500.00	09/19/23
Total for		Appropriation Control Legal Services - O/E		6,500.00	
01-2010-20-1552-002 Appropriation Control Legal Services - O/E Other Matters					
231222	09/19/23	BOGGIA & BOGGIA, LLC	PROF SRVCS THROUGH 8/31/23	6,048.00	09/19/23
231147	08/28/23	WISS & BOUREGY, P.C.	PROF SRVCS RENDERED THRU	1,232.00	09/19/23
Total for		Appropriation Control Legal Services - O/E		7,280.00	

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Department Total:		Appropriation Control Legal Services - O/E		13,780.00	
<hr/>					
01-2010-21-1801-000 Appropriation Control Planning/Zoning Board - S&W					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	110.41	09/13/23
Total for		Appropriation Control Planning/Zoning Board -		110.41	
Department Total:		Appropriation Control Planning/Zoning Board -		110.41	
<hr/>					
01-2010-21-1802-001 Appropriation Control Planning/Zoning Board - O/E					
231131	08/29/23	PHILLIPS PREISS	INV#37963; ZONING & REDEV	400.00	09/19/23
231091	08/15/23	STAPLES ADVANTAGE	INV# 3544255785; OFFICE	80.61	09/19/23
Total for		Appropriation Control Planning/Zoning Board -		480.61	
Department Total:		Appropriation Control Planning/Zoning Board -		480.61	
<hr/>					
01-2010-22-1951-000 Appropriation Control Construction Code - S&W Salary &					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	4,943.13	09/13/23
Total for		Appropriation Control Construction Code - S&W		4,943.13	
Department Total:		Appropriation Control Construction Code - S&W		4,943.13	
<hr/>					
01-2010-22-2001-000 Appropriation Control Property Maintenance - S&W Salary					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	1,629.96	09/13/23
Total for		Appropriation Control Property Maintenance -		1,629.96	
Department Total:		Appropriation Control Property Maintenance -		1,629.96	
<hr/>					
01-2010-22-2002-001 Appropriation Control Property Maintenance - O/E Mileage					
231194	09/18/23	NICHOLAS A. BARESE	2023 Q3 MILEAGE	400.00	09/19/23
Total for		Appropriation Control Property Maintenance -		400.00	
Department Total:		Appropriation Control Property Maintenance -		400.00	
<hr/>					
01-2010-23-2202-003 Appropriation Control Group Insurance - O/E Dental					
231224	09/19/23	DELTA DENTAL PLAN OF	EMPLOYEE DENTAL COVERAGE	4,861.57	09/19/23
Total for		Appropriation Control Group Insurance - O/E		4,861.57	
<hr/>					
01-2010-23-2202-094 Appropriation Control Group Insurance - O/E Disability					
231223	09/19/23	UNUM LIFE INSURANCE	COSEPTEMBER 2023 DISABILITY	1,421.11	09/19/23
Total for		Appropriation Control Group Insurance - O/E		1,421.11	
Department Total:		Appropriation Control Group Insurance - O/E		6,282.68	
<hr/>					
01-2010-25-2401-000 Appropriation Control Police - S&W Regular					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	77,039.11	09/13/23
Total for		Appropriation Control Police - S&W Regular		77,039.11	
<hr/>					
01-2010-25-2401-002 Appropriation Control Police - S&W Overtime					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	18,992.94	09/13/23
Total for		Appropriation Control Police - S&W Overtime		18,992.94	
<hr/>					
01-2010-25-2401-005 Appropriation Control Police - S&W School Security					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	6,531.00	09/13/23
Total for		Appropriation Control Police - S&W School		6,531.00	
Department Total:		Appropriation Control Police - S&W		102,563.05	
<hr/>					
01-2010-25-2411-000 Appropriation Control Police Clerical - S&W Salary &					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	520.20	09/13/23
Total for		Appropriation Control Police Clerical - S&W		520.20	

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Department Total:		Appropriation Control Police Clerical - S&W		520.20	
01-2010-25-2421-000 Appropriation Control Crossing Guards - S&W Salary &					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	1,352.36	09/13/23
Total for		Appropriation Control Crossing Guards - S&W		1,352.36	
Department Total:		Appropriation Control Crossing Guards - S&W		1,352.36	
01-2010-25-2501-000 Appropriation Control Police Dispatching/911 - S&W					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	13,638.63	09/13/23
Total for		Appropriation Control Police Dispatching/911 -		13,638.63	
Department Total:		Appropriation Control Police Dispatching/911 -		13,638.63	
01-2010-25-2552-003 Appropriation Control Fire - O/E Contribution					
231170	09/07/23	BOGOTA ENGINE CO #3	AID TO VOLUNTEER FIRE	2,500.00	09/19/23
231172	09/07/23	BOGOTA ENGINE CO. #1	AID TO VOLUNTEER FIRE	2,500.00	09/19/23
231169	09/07/23	BOGOTA HOOK AND LADDER	AID TO VOLUNTEER FIRE	2,500.00	09/19/23
231171	09/07/23	BOGOTA HOSE CO. #2	AID TO VOLUNTEER FIRE	2,500.00	09/19/23
Total for		Appropriation Control Fire - O/E Contribution		10,000.00	
Department Total:		Appropriation Control Fire - O/E		10,000.00	
01-2010-25-2651-000 Appropriation Control Uniform Fire Safety - S&W Salary &					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	1,299.80	09/13/23
Total for		Appropriation Control Uniform Fire Safety -		1,299.80	
Department Total:		Appropriation Control Uniform Fire Safety -		1,299.80	
01-2010-25-2652-002 Appropriation Control Uniform Fire Safety - O/E Fire					
231177	09/12/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	5,895.40	09/12/23
Total for		Appropriation Control Uniform Fire Safety -		5,895.40	
Department Total:		Appropriation Control Uniform Fire Safety -		5,895.40	
01-2010-26-2901-000 Appropriation Control DPW - S&W Regular					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	29,824.26	09/13/23
Total for		Appropriation Control DPW - S&W Regular		29,824.26	
01-2010-26-2901-002 Appropriation Control DPW - S&W Overtime					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	687.93	09/13/23
Total for		Appropriation Control DPW - S&W Overtime		687.93	
Department Total:		Appropriation Control DPW - S&W		30,512.19	
01-2010-26-3001-000 Appropriation Control Shade Tree - S&W Salary & Wages					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	154.42	09/13/23
Total for		Appropriation Control Shade Tree - S&W Salary		154.42	
Department Total:		Appropriation Control Shade Tree - S&W		154.42	
01-2010-26-3052-001 Appropriation Control Solid Waste Collection - O/E					
230196	02/07/23	SUBURBAN DISPOSAL INC	AUGUST 2023 GARBAGE	48,333.33	09/19/23
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 Control Buildings & Grounds - O/E Other					
231176	09/12/23	VERIZON	SEPTEMBER 2023 DPW ALARM	43.06	09/12/23
Total for		Appropriation Control Buildings & Grounds -		43.06	

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Department Total:		Appropriation Control Buildings & Grounds -		43.06	
01-2010-27-3302-001 Appropriation Control Board of Health - O/E Contract					
231174	09/07/23	HEALTH AWARENESS	PUB. HEALTH NURSING SRVCS	1,443.75	09/19/23
231191	09/18/23	MID-BERGEN REGIONAL	INV# 2023 Q3-31: HEALTH	9,080.00	09/19/23
Total for		Appropriation Control Board of Health - O/E		10,523.75	
01-2010-27-3302-002 Appropriation Control Board of Health - O/E Other					
231081	08/10/23	LAURA CASTELLANO	HELP WITH THE BOARD OF	250.00	09/19/23
Total for		Appropriation Control Board of Health - O/E		250.00	
Department Total:		Appropriation Control Board of Health - O/E		10,773.75	
01-2010-28-3701-002 Appropriation Control Recreation Services - S&W					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	4,273.00	09/13/23
Total for		Appropriation Control Recreation Services -		4,273.00	
Department Total:		Appropriation Control Recreation Services -		4,273.00	
01-2010-28-3702-001 Appropriation Control Recreation Services - O/E Other					
231167	09/07/23	COSTCO BUSINESS CENTER	WATER & SUPPLIES FOR	100.11	09/19/23
231083	08/14/23	UNITED SITE SERVICES	INV# 0006751445, 0006791184,	1,082.90	09/19/23
Total for		Appropriation Control Recreation Services -		1,183.01	
01-2010-28-3702-002 Appropriation Control Recreation Services - O/E Senior					
231184	09/14/23	ANGELO'S PIZZA	PIZZAS FOR SR LUNCH 9/19/23	80.00	09/19/23
231166	09/07/23	INSERRA SUPERMARKETS	INV# 01340288013; SR MEETING	162.19	09/19/23
Total for		Appropriation Control Recreation Services -		242.19	
Department Total:		Appropriation Control Recreation Services -		1,425.20	
01-2010-28-3703-001 Appropriation Control Celebration of Public Events					
231183	09/14/23	BOUNCE PARTY MANIA	FALL FESTIVAL 10/7/23	7,500.00	09/19/23
Total for		Appropriation Control Celebration of Public		7,500.00	
Department Total:		Appropriation Control Celebration of Public		7,500.00	
01-2010-29-3901-000 Appropriation Control Free Public Library - 1/3 mil S&W					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	10,513.66	09/13/23
Total for		Appropriation Control Free Public Library -		10,513.66	
Department Total:		Appropriation Control Free Public Library -		10,513.66	
01-2010-31-4402-012 Appropriation Control Telephone CABLEVISION - REC BLDG					
231221	09/18/23	OPTIMUM	SEPTEMBER 2023 CABLE/ISP	172.95	09/19/23
Total for		Appropriation Control Telephone CABLEVISION -		172.95	
01-2010-31-4402-014 Appropriation Control Telephone CABLE TV & ISP - FD CO#1					
231221	09/18/23	OPTIMUM	SEPTEMBER 2023 CABLE/ISP	2.16	09/19/23
Total for		Appropriation Control Telephone CABLE TV & ISP		2.16	
01-2010-31-4402-018 Appropriation Control Telephone CABLE TV & ISP - SQUAD					
231221	09/18/23	OPTIMUM	SEPTEMBER 2023 CABLE/ISP	99.40	09/19/23
Total for		Appropriation Control Telephone CABLE TV & ISP		99.40	
01-2010-31-4402-020 Appropriation Control Telephone CABLE TV & ISP - BORO					
231221	09/18/23	OPTIMUM	SEPTEMBER 2023 CABLE/ISP	222.95	09/19/23
231187	09/18/23	VERIZON	ACCOUNT #	19.91	09/19/23
Total for		Appropriation Control Telephone CABLE TV & ISP		242.86	

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01-2010-31-4402-021			Appropriation Control Telephone 07870-495094-01-4		
231221	09/18/23	OPTIMUM	SEPTEMBER 2023 CABLE/ISP	273.37	09/19/23
Total for		Appropriation Control Telephone		273.37	
01-2010-31-4402-025			Appropriation Control Telephone CABLEVISION - WEATHER		
231221	09/18/23	OPTIMUM	SEPTEMBER 2023 CABLE/ISP	119.45	09/19/23
Total for		Appropriation Control Telephone CABLEVISION -		119.45	
01-2010-31-4402-028			Appropriation Control Telephone OPTIMUM - 31 FAIRVIEW		
231221	09/18/23	OPTIMUM	SEPTEMBER 2023 CABLE/ISP	685.88	09/19/23
Total for		Appropriation Control Telephone OPTIMUM - 31		685.88	
Department Total:		Appropriation Control Telephone		1,596.07	
01-2010-31-4452-000			Appropriation Control Water Miscellaneous		
231220	09/18/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	24.42	09/19/23
Total for		Appropriation Control Water Miscellaneous		24.42	
01-2010-31-4452-001			Appropriation Control Water Meter #88306893 - 7 E Fort		
231220	09/18/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	254.01	09/19/23
Total for		Appropriation Control Water Meter #88306893 -		254.01	
01-2010-31-4452-002			Appropriation Control Water Meter #88505411 - 69 Main St		
231220	09/18/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	616.73	09/19/23
Total for		Appropriation Control Water Meter #88505411 -		616.73	
01-2010-31-4452-003			Appropriation Control Water Meter #88228191 - 63 W Broad		
231220	09/18/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	142.69	09/19/23
Total for		Appropriation Control Water Meter #88228191 -		142.69	
01-2010-31-4452-004			Appropriation Control Water Meter #88417708 - Cypress		
231220	09/18/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	50.63	09/19/23
Total for		Appropriation Control Water Meter #88417708 -		50.63	
01-2010-31-4452-005			Appropriation Control Water Meter #88227215 - Library		
231220	09/18/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	118.94	09/19/23
Total for		Appropriation Control Water Meter #88227215 -		118.94	
01-2010-31-4452-007			Appropriation Control Water Meter #88228192 - Rec Bldg		
231220	09/18/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	128.44	09/19/23
Total for		Appropriation Control Water Meter #88228192 -		128.44	
01-2010-31-4452-008			Appropriation Control Water Meter #88305041 - 375 Larch		
231220	09/18/23	VEOLIA WATER NEW	AUGUST-SEPTEMBER CHARGES	59.95	09/19/23
Total for		Appropriation Control Water Meter #88305041 -		59.95	
Department Total:		Appropriation Control Water		1,395.81	
01-2010-36-4722-000			Appropriation Control Social Security System		
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	0.00	09/13/23
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	8,479.37	09/13/23
Total for		Appropriation Control Social Security System		8,479.37	
Department Total:		Appropriation Control Social Security System		8,479.37	
01-2010-42-4901-000			Appropriation Control Municipal Court - S&W		
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	1,341.81	09/13/23
Total for		Appropriation Control Municipal Court - S&W		1,341.81	

Bills List

BOROUGH OF BOGOTA

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Department Total:		Appropriation Control Municipal Court - S&W		1,341.81	
01-2030-25-2552-001 APPROPRIATION RESERVES Fire - O/E Other Expenses					
231111	08/22/23	TOM'S SERVICE CENTER	INV# 28583; OIL CHANGE	59.95	09/19/23
Total for		APPROPRIATION RESERVES Fire - O/E Other		59.95	
Department Total:		APPROPRIATION RESERVES Fire - O/E		59.95	
04-2150-55-1532-001 Improvment Authorizations 1532 - Rec/Community Center					
231186	09/13/23	BILOW GARRETT GROUP,	PROJECT 23078; PROF SRVCS	6,522.00	09/19/23
Total for		Improvment Authorizations 1532 - Rec/Community		6,522.00	
Department Total:		Improvment Authorizations 1532 - Rec/Community		6,522.00	
13-2860-00-0000-000 Basketball					
231004	07/25/23	MORGAN TINSLEY	REFUND FOR CANCELLED B-BALL	-160.00	09/19/23
231004	07/25/23	MORGAN TINSLEY	REFUND FOR CANCELLED B-BALL	160.00	09/19/23
Total for		Basketball		0.00	
Department Total:		Basketball		0.00	
13-2880-00-0000-000 Summer Day Camp					
231185	09/14/23	DAWN SAMOUHOS	REFUND FOR 1 WEEK SUMMER	200.00	09/19/23
230948	07/18/23	RENEE COX	REFUND FOR SUMMER CAMP OVER	-180.00	09/19/23
230948	07/18/23	RENEE COX	REFUND FOR SUMMER CAMP OVER	180.00	09/19/23
Total for		Summer Day Camp		200.00	
Department Total:		Summer Day Camp		200.00	
13-3020- - - Soccer					
231179	09/13/23	BIRKENMEIER SPORT SHO	INV# 4314; SOCCER JERSEY AND	2,154.00	09/19/23
231180	09/13/23	MENA FRANCIS	PARTIAL REFUND FOR SOCCER	180.00	09/19/23
231178	09/13/23	TERRANCE SAVILL	DIRECTOR FALL SOCCER	2,500.00	09/19/23
Total for		Soccer		4,834.00	
Department Total:		Soccer		4,834.00	
14-0005-00-0005-062 Outside Police Employment Fees					
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	0.00	09/13/23
231182	09/13/23	BOROUGH OF BOGOTA	2023-09-15 PR	14,475.00	09/13/23
Total for		Outside Police Employment Fees		14,475.00	
Department Total:		Outside Police Employment Fees		14,475.00	
16-2000-22-0015- ACCUTRACK ACCOUNT HAMPSHIRE COMPANIES (REDEVELOP					
231222	09/19/23	BOGGIA & BOGGIA, LLC	PROF SRVCS THROUGH 8/31/23	112.00	09/19/23
Total for		ACCUTRACK ACCOUNT HAMPSHIRE COMPANIES		112.00	
Department Total:		ACCUTRACK ACCOUNT		112.00	
16-2000-22-0017- ACCUTRACK ACCOUNT 285 ORCHARD, LLC					
231125	08/29/23	COSTA ENGINEERING	INV# 22320; 285 ORCHARD, LLC	500.00	09/19/23
231126	08/29/23	KELLY, KELLY, MAROTTA	INV# 12216; 285 ORCHARD TERR	0.00	09/19/23
231126	08/29/23	KELLY, KELLY, MAROTTA	INV# 12216; 285 ORCHARD TERR	891.33	09/19/23
231133	08/29/23	PHILLIPS PREISS	37228; 285 ORCHARD TERRACE	680.00	09/19/23
Total for		ACCUTRACK ACCOUNT 285 ORCHARD, LLC		2,071.33	
Department Total:		ACCUTRACK ACCOUNT		2,071.33	

Bills List**BOROUGH OF BOGOTA**

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<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
16-2000-23-0018-		ACCUTRACK ACCOUNT	163 QUEEN ANNE RD - ANTHONY TH		
231134	08/29/23	PHILLIPS PREISS	37306; 163 QUEEN ANNE ROAD	1,400.00	09/19/23
Total for		ACCUTRACK ACCOUNT	163 QUEEN ANNE RD - ANTHONY	1,400.00	
Department Total:		ACCUTRACK ACCOUNT		1,400.00	
16-2000-23-0020-		ACCUTRACK ACCOUNT	8 QUEEN ANNE ROAD LLC		
231128	08/29/23	COSTA ENGINEERING	22316; 2-8 QUEEN ANNE ROAD	2,850.00	09/19/23
231127	08/29/23	PHILLIPS PREISS	37967; QUEEN ANNE ROAD	640.00	09/19/23
Total for		ACCUTRACK ACCOUNT	8 QUEEN ANNE ROAD LLC	3,490.00	
Department Total:		ACCUTRACK ACCOUNT		3,490.00	
16-2000-23-0021-		ACCUTRACK ACCOUNT	151 ELM AVE AVE		
231132	08/29/23	COSTA ENGINEERING	22317; 151 ELM AVE	1,200.00	09/19/23
Total for		ACCUTRACK ACCOUNT	151 ELM AVE AVE	1,200.00	
Department Total:		ACCUTRACK ACCOUNT		1,200.00	
19-2000- - -			RESERVE FOR EXPENDITURES INTEREST ON INVESTMENTS		
230010	01/17/23	PIAZZA & ASSOCIATES,	SEPTEMBER 2023 MONTHLY	200.00	09/19/23
Total for		RESERVE FOR EXPENDITURES INTEREST ON		200.00	
Department Total:		RESERVE FOR EXPENDITURES INTEREST ON		200.00	



PROPOSED RESOLUTION # 2023-

DATE: 09-21-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter						
J.E.Granquist						
P. McHale						
J. Mitchell						
M.E. Murphy						
R. Robbins						
Mayor C. Kelemen (Tie Vote Only)						

Resolution Authorizing the Memorandum of Understanding Between the Borough of Bogota and Bogota Fraternal Order of Police Lodge 161 For the Period January 1, 2023 through December 31, 2027

WHEREAS, the Collective Negotiations Agreement between the Borough of Bogota (the “Borough”) and Bogota Fraternal Order of Police Lodge 161 (the “FOP”) expired on December 31, 2022; and

WHEREAS, the Borough and the FOP have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of the Memorandum of Understanding (“MOU”); and

WHEREAS, the Borough and the FOP have agreed upon the terms of the MOU for the period January 1, 2023 through December 31, 2027;

WHEREAS, the Borough wishes to memorialize its approval of the terms and conditions of the MOU.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota that the Memorandum of Understanding as between the Borough of Bogota and Bogota Fraternal Order of Police Lodge 161 for the period of January 1, 2023 through December 31, 2027, the terms of which are incorporated by reference herein, be and hereby is **APPROVED**; and

BE IT FURTHER RESOLVED that the Borough Administrator, the Borough Attorney, and the Borough Labor Attorney are authorized to take all appropriate actions so as to implement this Resolution.

Introduced by: _____

Seconded by: _____



Christopher M. Kelemen, Mayor

assed on roll call vote at the
Public Meeting of the Mayor and
Council of the Borough of Bogota
held on Wednesday, September , 2023.

(SEAL)

ATTEST:

Yenlys Flores-Bolivard
Municipal Clerk

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 Borough of Bogota, Bergen County in the New Jersey.

Yenlys Flores-Bolivard, Municipal Clerk