



In God We Trust

Minutes
January 18, 2024
Open Session
7:00pm

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

Meeting of the Borough of Bogota Mayor and Council meeting held on this date January 18, 2024 in Borough Hall, 375 Larch Ave, Bogota, New Jersey at 7:00 P.M

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

ROLL CALL

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

Also attending were Borough Attorney Betesh and Borough Clerk Flores-Bolivard.

CITIZEN REMARKS: One (5) minute time limit per person

Motion: Council President Carpenter made a motion to open Citizen Remarks. Seconded by Councilman McHale. The motion passed with a voice vote.

Willie Ortiz- spoke about the potential water damage to his house in the recent storm. He asked the town to address debris in catch basins to prevent flooding. He requested the town send reminders of when taxes are due.

Susan Harper- asked for an update on her request to take soil samples of the area where the Board of Education is building athletic fields, as it used to be a dump.

Motion: Council President Carpenter made a motion to close Citizen Remarks. Seconded by Councilman Mitchell. The motion passed with a voice vote.

COUNCIL RESPONSE TO CITIZENS REMARKS

Mayor Fede- suggested an 'adopt a storm drain' program where residents would clear out storm drains in advance of a storm. A notice to avoid putting out recycling due to forecasted high wind would have helped too. Mailing out tax reminders is cost prohibitive but there are other ways to remind the public, such as the website or social media.

Council President Carpenter- said she picked up recycling that was on the street after the storm and asked homeowners to take precautions in advance of a storm.

The Council discussed soil testing in Olsen Park and whether it would be required by law as part of the project.

DISCUSSION

1. Refurbishment Fire Engine 3 Building

Chief Michael J. Krynicky - The Fire Department is in dire need of volunteers. To address this problem, they are pursuing combining Engine Company 2 and Engine Company 3 on West Shore Ave. Having one firehouse for the two Companies would help with manpower issues. They previously obtained blueprints to turn Engine Company 3 into a 4 bay firehouse. They are being economical with the new proposed building but do need larger facilities. Just a renovated firehouse. Preliminary cost estimates were \$7 million for the renovation. There are significant outstanding capital needs for both Companies' firehouses currently, such as water leaks. A new firehouse may need to meet current building and safety standards and would cost significantly more than a renovated one. The Fire Department is receiving new trucks and should avoid putting them into leaking buildings.

Mayor Fede- When this project was contemplated a few years ago, even though the Council supported the project, the Borough Auditor and Bond Counsel said the town could not responsibly take on that amount of debt to fund the project because of the costs involved.

Resolution 2024-48

Motion: Council President Carpenter made a motion to repurpose \$197,577 from existing bond anticipation notes from police SV vehicles to the improvement of Hose 3 and getting an appraisal report for the Hose 2 property. Seconded by Councilwoman Kohles. The motion passed with a voice vote

Resolution 2024-49

Motion: Council President Carpenter made a motion to sell Hose 2 and use the funds to renovate Hose 3. Seconded by Councilwoman Kohles. The motion passed with a voice vote.

2. Swim Club Committee

Mayor Fede- asked for help finding council volunteers for the Swim Club Committee. There have not been any controversial issues recently and it is not a large time commitment. McHale and Kohles volunteered to be on the committee.

3. Fireman's Park Change Order

Council President Carpenter- said that many residents would like to have a nice decorative planter for the Christmas tree in Fireman's Park. It would cost about \$15,450 to install a decorative planter with electric in Fireman's Park. The funds are needed to for the electrical work, a retaining wall, and excavation work. There may be funds in the current budget for the project.

Resolution 2024-50

Motion: Council President Carpenter made a motion to approve the change order, pending availability of funds. Seconded by Councilman Robbins. All Councilmembers present voted yes.

4. Move Mayor and Council Meeting from 7:00 p.m. to 7:30 p.m. (By-Laws to be Revised)

Resolution 2024-51

Councilwoman Vergara- said that she commutes from New York City and it is tough to make it to Borough Hall by 7:00 p.m. for Council Meetings. She asked that the meeting time be changed to 7:30 p.m.

Motion: Council President Carpenter made a motion to amend the By-Laws to change the meeting time to 7:30 p.m. Seconded by Councilman Robert. All Councilmembers present voted yes.

INTRODUCTION OF ORDINANCES

1611 – Amending Chapter 7A of the Bogota Code sets forth the traffic schedules

Sgt. Geoffrey Cole- explained the changes contained in Ordinance 1611. It standardizes and clarifies parking restrictions across the Borough.

Motion: Council President Carpenter made a motion to introduce Ordinance 1611. Seconded by Councilman Robbins. All Councilmembers present voted yes.

Council President Carpenter mentioned expressing concern about the "shoots & ladder" corner, particularly the 3-way intersection in front of Hose 3. She specifically highlighted the ongoing issue with the stop sign, which, as of now, has not been formally codified.

CONSENT AGENDA

Resolutions

- 2024-44 Approving Renewal Proposal for Grant Consulting Services - Millennium Strategies
- 2024-45 Advertise for Bids - James Street Roadway Improvements (CDBG Funded)
- 2024-46 Affirming the Civil Rights Policy of the Borough of Bogota
- 2024-47 Emergency Temporary Appropriation N.J.S.A 40A4-20 for Boiler Replacement

Motion: Councilman McHale made a motion to approve the consent agenda. Seconded by Council President Carpenter. All Councilmembers present voted yes.

APPROVALS

1. Minutes Meetings Sine Die January 5, 2024

Motion: Councilman Robbins made a motion to approve the Meeting Minutes Sine Die January 5, 2024. Seconded by Councilman McHale. Council Members Robbins and McHale voted yes. The other Councilmembers did not vote as they were not present.

2. Minutes Meetings Re-Organization January 5, 2024

Motion: Council President Carpenter made a motion to approve the Meeting Minutes Re-Organization January 5, 2024. Seconded by Councilman Robbins. All Councilmembers present voted yes.

3. Approval of County Open Space Grant for ballfield improvements

Resolution 2024-52

Motion: Council President Carpenter made a motion approve Resolution 2024-52. Seconded by Councilman McHale. All Councilmembers present voted yes.

OTHER AGENDA ITEMS – OLD BUSINESS

Councilwoman Kohles: asked about the interlocal use agreement with the Board of Education which is required for their athletic fields' project to move forward. The Borough Attorney received a draft from the Board of Education and is working on it, changes are needed.

Council President Carpenter: said that there are ways to cure a motion on the table during a Council meeting. The motion on the table is not required to be voted on as was done at a prior meeting. She clarified that the Borough was not bankrupt in 2015 as people have been claiming.

Resolution 2024-53

Motion: Council President Carpenter made a motion to rescind Resolution 2023-180, which authorized bids for the large recreation center plans. Seconded by Councilwoman Kohles. All Councilmembers present voted yes.

2ND CITIZEN REMARKS: One (5) minute time limit per person

Motion: Councilman McHale made a motion to open 2nd Citizen Remarks. Seconded by Council President Carpenter. The motion passed with a voice vote.

Rebecca Youla- asked that Council Liaisons attend Recreation Committee meetings, at the last meeting neither liaison attended. She asked for an update on the hiring of a Recreation Director, as the summer season is coming.

Motion: Councilman McHale made a motion to close 2nd Citizen Remarks. Seconded by Councilmember Carpenter. The motion passed with a voice vote.

REPORTS

Mayor Fede- detailed the storm response from the Rescue Squad and DPW. The Senior Club and the Library will be hosting a baking contest. Swore in Mary Wynman as the new Senior President.

Council President Carpenter- Commissioner Ortiz is the new Chair of the Board of Commissioners. There was no bills list because the Munidex software was turning over to a new fiscal year.

Councilwoman Kohles- The Board of Education is having a celebration of the 5-year pre-k program. The EV charger at the Recreation Center was installed for the electric bus. Vape detectors were installed in the schools. The school district is undergoing redistricting and will have further meetings on the topic.

Councilman McHale- The Personnel Committee will be reviewing resumes for Recreation Director and Borough Administrator in the upcoming week.

Councilman Robbins- The Police Department was very active in issuing summons and responding to calls for service. The free newspaper cleanup program is still in progress. Garbage cans were placed around the Borough by the DPW, and the Board of Health will continue to apply for grants. A Mid-Bergen Regional Health Commission grant will pay for a part time staff member for vital records processing via a grant, and the Borough be changing the software it uses for certain health licenses.

Councilwoman Vergara- plans to meet with the Library Director shortly.

Borough Attorney Betesh- the Buddy's Place property purchase should be closing soon. He is working on the Interlocal Agreement with the Board of Education and he will be working on a foreclosed property registry, which is required by statute.

Borough Clerk Flores-Bolivard- is ecstatic about the new grant that will bring in new software for health licenses. The Personnel Manual was sent out to all employees and members of boards and commissions. The agenda format was updated to align with the Council By-Laws.

CLOSED SESSION

Motion: Councilwoman Kohles made a motion to enter closed session to conduct police officer interviews. Seconded by Councilman Robbins. The motion passed with a voice vote.

8:46pm

Motion: **Council President Carpenter** made a motion to enter open session Seconded by Councilman McHale. The motion passed with a voice vote.

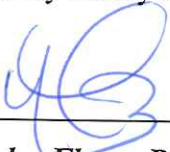
9:05 pm

Motion: Councilman McHale made a motion to for a conditional offer of employment to Anthony Montano as a full-time patrolman, subject to the Borough's Employee Manual and the Police Department's personnel policies and procedures. Seconded by Councilman Robbins. All Councilmembers present voted yes.

ADJOURMENT

Being no further business before the governing body, **Council President Carpenter** made a motion to adjourn the meeting, which was seconded by **Councilmember Vergara**. The motion passed with a voice vote at 9:10 PM.

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



Yenlys Flores-Bolivard, Borough Clerk

1/30/2024 3:55pm



BOROUGH OF BOGOTA
INTRODUCTION ORDINANCE NO. 1611
ORDINANCE NO. 1611

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

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

WHEREAS, Section 1 of Chapter 7A sets forth the locations where parking is prohibited at all times; and,

WHEREAS, Section 3 of Chapter 7A sets forth the locations where parking is prohibited at all times in certain intersections; and,

WHEREAS, Section 9 of Chapter 7A sets forth the locations where stopping and standing are prohibited; and,

WHEREAS, Section 12 of Chapter 7A sets forth the location where parking is limited to one (1) hour from 8:00 AM to 10:00 PM, except on Sundays and holidays; and,

WHEREAS, Section 15 of Schedule 7A sets forth the locations where parking is limited to thirty (30) minutes from 8:00 AM to 10:00 PM, except on Sundays and holidays; and,

WHEREAS, Section 16 of Chapter 7A is currently reserved; and,

WHEREAS, Section 33 of Chapter 7A sets forth the locations where parking is reserved for physically handicapped persons; and,

WHEREAS, the Bogota Police Department has recommended that the above-mentioned sections be amended as follows:



- i. to add a section of Cypress Avenue to Schedule 1;
- ii. to remove one section of Queen Anne Road, and to modify one section of Queen Anne Road and Elm Avenue in Schedule 3;
- iii. to add a section of Queen Anne Road to Section 9;
- iv. to remove one section of Queen Anne Road, and to add one section of Queen Anne Road in Schedule 12;
- v. to remove all sections of Queen Anne Road from Section 15;
- vi. to amend section 16 to establish locations where parking is limited to two (2) hours from 8:00 AM to 10:00 PM, except on Sundays and holidays; and,
- vii. to amend Section 33 to include one additional handicapped parking space along Larch Avenue and one additional handicapped parking space along Gray Street, and to amend the names of businesses referenced in sub-parts (i) and (p).

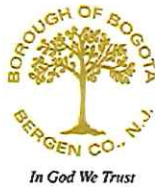
WHEREAS, a representative of the Bogota Police Department presented the Departments recommendations to the Mayor and Council at its regularly-scheduled meeting of January 18, 2024; and,

WHEREAS, the Mayor and Council have considered the recommendations of the Bogota Police Department, and seeks to adopt an ordinance that implements same.

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

SECTION 1: AMENDMENT TO SECTION 7A-1, ENTITLED “SCHEDULE I: NO PARKING”.

Section 7A-1 is hereby amended to include the following additional street:



Name of Street	Side	Location
Queen Anne Rd	East	Starting at a point 130 feet south of the south curb line of Cypress Avenue to Maple Street

SECTION 2: AMENDMENT TO SECTION 7A-3, ENTITLED "SCHEDULE IB: PARKING PROHIBITED AT ALL TIMES AT CERTAIN INTERSECTIONS".

Section 7A-3 is hereby amended as follows:

- I. The third reference to "Elm Avenue" in Section 7A-3 shall be amended, revised and supplemented as follows:

Name of Street	Side	Location
Elm Avenue	East	Northerly from West Main Street, a distance of 70 feet

- II. The second and third references to "Queen Anne Road" in section 7A-3, both of which pertain to Fairview Avenue, are hereby deleted in their entirety.

- III. The fourth reference to "Queen Anne Road" in Section 7A-3 shall be amended, revised and supplemented as follows:

Name of Street	Side	Location
Queen Anne Road	West	Northerly from North Avenue, a distance of 35 feet

SECTION 3: AMENDMENT TO SECTION 7A-9, ENTITLED "SCHEDULE III: NO STOPPING OR STANDING".

Section 7A-9 is hereby amended to include the following additional street:

Name of Street	Side	Hours	Location
Queen Anne Road	Both	At all times	From a point of 104 feet north of the southwesterly corner of North Avenue to a point 300 feet north

SECTION 4: AMENDMENT TO SECTION 7A-12, ENTITLED "SCHEDULE IVB: TIME LIMITED PARKING: ONE HOUR PARKING FROM 8:00 A.M. TO 10:00 P.M. EXCEPT SUNDAYS AND HOLIDAYS".



Section 7A-12 is hereby amended as follows:

I. The first reference to "Queen Anne Road" in Section 7A-12, which pertains to Cypress Avenue, is hereby deleted in its entirety.

II. A new location shall be added to Section 7A-12, and shall read as follows:

:

Name of Street	Side	Location
Queen Anne Road	West	From the point 25 feet south of the southwest corner of Cypress Avenue to a point 72 feet south

SECTION 5: AMENDMENT TO SECTION 7A-15, ENTITLED "SCHEDULE IVE: TIME LIMITED PARKING: THIRTY MINUTE PARKING FROM 8:00 A.M. TO 10:00 P.M. , TOW AWAY ZONE".

Section 7A-15 is hereby amended to remove both locations along Queen Anne Road.

SECTION 6: AMENDMENT TO SECTION 7A-16, ENTITLED "SCHEDULE IVF: (RESERVED)".

Section 7A-16 is hereby renamed "Schedule IVF: Time Limited Parking: Two Hour Parking From 8:00 A.M. to 10:00 P.M. Except Sundays and Holidays" and shall read as follows:

The police department, and all members thereof assigned to traffic duty, are hereby authorized to remove and tow away, or have removed and towed away by commercial towing service, any car or other vehicle parked in violation of this section. The expense for such towing shall be borne by the owner of the illegally parked vehicle.

No person shall park a vehicle, whether attended or unattended, in any of the following places or streets or parts thereof for more than two hours between the hours of 8:00 a.m. to 10:00 p.m., except of Sundays and holidays.

:

Name of Street	Side	Location
Queen Anne Road	East	From a point 96 feet north of the southeasterly corner of Main Street and Arthur Street, Ridgefield Park to a point 140 feet north to the abutment of the Queen Anne Road Bridge
Queen Anne Road	West	From a point 35 feet north of the northwesterly corner of North Avenue to 104 feet North at the abutment of the Queen Anne Road Bridge



SECTION 7: AMENDMENTS TO SECTION 7A-33, ENTITLED “SCHEDULE XVII: PARKING RESERVED FOR PHYSICALLY HANDICAPPED PERSONS”.

Section 7A-33 is hereby amended as follows:

- i. Sub-Part “a” is hereby amended, revised and supplemented as follows:
 - a. Larch Avenue (East Side) in front of Borough Hall: *Two (2)* parallel parking spaces on the east side of Larch Avenue in front of the entrance to the library
- ii. Sub-Part “i” is hereby amended, revised and supplemented as follows:
 - i. One (1) parking space in the southwest corner and two (2) in the southeast corner of the parking lot for *Wells Fargo Bank*, 75 West Main Street
- iii. Sub-Part “p” is hereby amended, revised and supplemented as follows:
 - p. In the parking lot for Quick Check/*Walgreens* on River Road
- iv. A new Sub-Part “ab” is hereby added, which shall read as follows:
 - ab. One (1) parking space on the north side of the roadway of Gray Street starting 50 feet east of Leonia Avenue to a point of 68 feet for 419 Leonia Avenue

SECTION 8: 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 9: 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 10: ADOPTION.



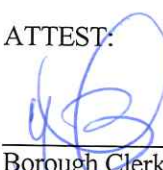
This ordinance shall take effect twenty (20) days after the first publication thereof after final passage, and shall remain in force until modified, amended or rescinded thereafter by the Borough of Bogota.

Introduction Approved: January 18, 2024
Council President Carpenter

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

✓

ATTEST:


Borough Clerk

APPROVED:


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 # 2024-44****DATE: 01-18-2024**

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 Renewal Proposal for Grant Consulting Services - Millennium Strategies

WHEREAS, it is important for Bogota to obtain grants from all possible sources to improve the Borough's financial position, reduce possible tax increases, and move projects forwarded; and

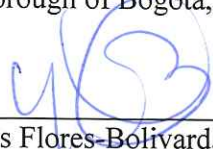
WHEREAS, the services of a professional grant consultant are essential as well, in order to research other available grants on the Borough's behalf and apply for often time-consuming and more complex federal and non-profit grants; and

WHEREAS, Millennium Strategies is offering its services at the same rate as the previous grant writer which is \$36,000 for the year at \$3,000 a month.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota appoint Millennium Strategies as Grant Writer for the Borough of Bogota for the year 2024.

BE IT FURTHER RESOLVED, that this appointment was awarded via a non-fair and open contract and the Borough shall require all the necessary paperwork to be provided, from the vendor.

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 01-18-2024.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2024-45

DATE: 01-18-2024

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

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:

JAMES STREET 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:

1/18/2024

Approved:

Danny Fede

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 01-18-2024.

[Signature]

Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2024-46

DATE: 01-18-2024

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)						

BOROUGH OF BOGOTA

Affirming the Civil Rights Policy of the Borough of Bogota

A RESOLUTION TO AFFIRM THE BOROUGH OF BOGOTA'S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH BOROUGH EMPLOYEES, OFFICIALS AND VOLUNTEERS

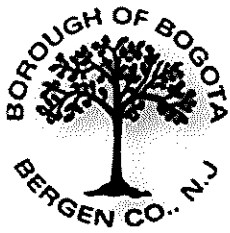
WHEREAS, it is the policy of the Borough of Bogota to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, and the Conscientious Employee Protection Act, and;

WHEREAS, the Mayor and Council of the Borough of Bogota has determined that certain procedures need to be established to accomplish this policy.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Bogota that:

Section 1: No official, employee, appointee or volunteer of the Borough by whatever title known, or any entity that is in any way a part of the Borough shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Borough's business or using the facilities or property of the Borough.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough to provide services that otherwise could be performed by the Borough.



RESOLUTION # 2024-46

DATE: 01-18-2024

Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

Section 4: The Borough Administrator shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The Borough Administrator shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Borough Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

Section 8: At least annually, the Borough Administrator shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough's web site.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the Borough in order for the public to be made aware of this policy and the Borough's commitment to the implementation and enforcement of this policy.



RESOLUTION # 2024-46

DATE: 01-18-2024

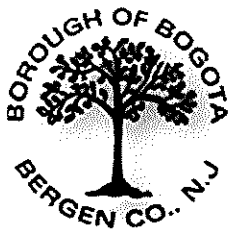
Model General Complaint Procedure:

Any individual who observes alleged wrongdoing on the part of officials, employees, or volunteers associated with the Borough of Bogota may report such action using this procedure. This includes any action the individual believes to constitute harassment, sexual harassment, or any other wrongdoing. Employees of the Borough shall follow the Employee Complaint Procedure. All other individuals including volunteers and members of the public may report the alleged wrongdoing to the head of the applicable department or volunteer organization, or, if they prefer, or do not think that the matter can be discussed with the head of the applicable department or organization, they should contact the Borough Administrator, or the Borough Attorney.

Reporting of such incidents is encouraged both when an individual feels that he or she is subject to such incidents, or observes such incidents in reference to other individuals. The report or complaint should be in writing, but individuals may make a verbal complaint at their discretion. If an individual has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above. All reports of harassment, sexual harassment, or other wrongdoing will be promptly investigated by a person who is not alleged to be involved in the alleged harassment or wrongdoing.

No individual will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. Actions taken internally to investigate and resolve harassment complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The complaining individual will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.



The Rights and Duties of a Volunteer in Local Government

Leader's Guide

Who should conduct the seminar? Someone who is comfortable with the issue to answer questions. Depending upon the circumstances, that could be the leader of the volunteer organization, the Borough Administrator, the Borough Attorney, or the Borough's risk manager.

Are all volunteers required to attend? Any volunteer in what is considered as a managerial or supervisory position must attend. The law also requires that the training be "made available" to all other volunteers. However, the organization has the option of making the training mandatory. Attendance must be documented.

How long is the seminar? The formal presentation is about 25 – 30 minutes, mostly consisting of the video. However, the question and answer period at the end could easily add another half hour or more to the seminar.

Section One: Introduction

Under the law, volunteers in organizations that are a part of or are supported by the municipality have many of the same rights and responsibilities as governmental employees. Federal and State law(s) cover such important areas as discrimination, safety, violence, and harassment. To protect you, the municipality has a "no tolerance" policy towards these violations of basic civil rights and expects all individuals associated with the community to conduct themselves consistent with this policy. Today, we will discuss what this means.

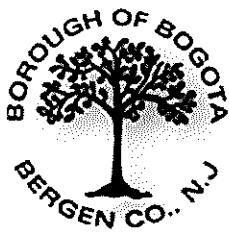
The program begins with a twelve-minute video that explains your rights and obligations under the "no tolerance" policy. The video states clearly what types of conduct are unacceptable when interacting with fellow employees. As many of the unacceptable behaviors are also against the law, compliance is essential both for your own protection and to ensure that others not subjected to conduct that might create a hostile environment.

At the end of the video, there will be time to ask questions.

Section Two: Play video, "The Rights and Responsibilities of a Volunteer in Local Government"

Section Three: Question and Answers:

We will now spend a few minutes reviewing Bogota's specific policies and answering any questions you may have. Questions that pertain to a particular individual are not appropriate for this general session and should be asked after the meeting. Further, if anyone feels uncomfortable asking a question during the meeting, I will be available to talk afterwards. If the question involves a legal issue, it will be forwarded to the Borough Attorney who will get back to you.*

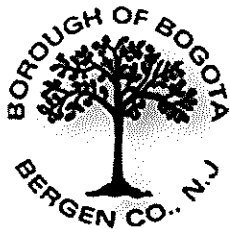


RESOLUTION # 2024-46

DATE: 01-18-2024

Distribute copies of the Civil Rights Resolution and General Complaint Procedure, review each section, and ask if there are any questions.

Note: Make detailed notes of these questions in the attached Question Log and tell the employees that the Borough Attorney will quickly get back to them.



ATTENDANCE LOG

**“The Rights and Duties of a Volunteer in Local Government”
Training Seminar**

Town/Authority Name: _____

Date: _____ **Time:** _____

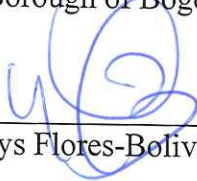
Leader's Name: _____

NAME (PLEASE PRINT)	TIME IN	INITIAL	TIME OUT	INITIAL



Questions Log

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 01-18-2024.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2024-47

DATE: 01-18-2024

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)						

Emergency Temporary Appropriation N.J.S.A 40A:4-20 for Boiler

WHEREAS, an emergent condition has arisen in that the Borough of Bogota is expected to enter in contracts, commitments or payments prior to the 2024 budget and no adequate provision has been made in the 2024 temporary budget for the aforesaid purposes, and

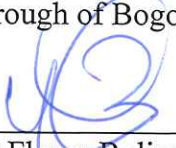
WHEREAS, N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for said purpose, and

WHEREAS, the total emergency temporary appropriation resolutions adopted in the year 2024 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$4,000,139.46,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Bogota, in the County of Bergen, State of New Jersey, (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. Emergency temporary appropriations be and the same are hereby made in the amount of \$45,000.00 as follows:
Public Buildings and Grounds O/E \$45,000.00 wages
2. Said emergency temporary appropriations will be provided for in the 2024 budget.
3. That one certified copy of this resolution be filed with the Director, Division of Local Government Services.

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 01-18-2024.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2024-48

DATE: 01-18-2024

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)						

Repurposing of Funds from Existing Bond Anticipation Notes for Hose Improvement

Whereas, the Council acknowledges the need for funding reallocation to prioritize essential infrastructure improvements; and

Whereas, Council President Carpenter motioned for the repurposing of \$197,577 from existing bond anticipation notes originally designated for vehicles to be allocated towards the improvement of Hose 3, alongside obtaining an appraisal report for Hose 2; and

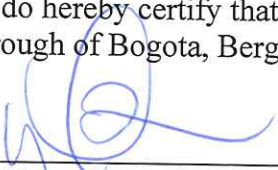
Whereas, Councilwoman Kohles seconded the motion, indicating support for the reallocation of funds;

Now, therefore, be it resolved by the Council of Borough of Bogota

1. The Council approves the repurposing of \$197,577 from existing bond anticipation notes from vehicles to the improvement of Hose 3 and acquiring an appraisal report for Hose 2.
2. The Mayor and appropriate city officials are directed to take all necessary steps to effectuate this reallocation of funds promptly and efficiently.
3. This resolution shall take effect immediately upon adoption.

Introduced and approved this 18th day of January, 2024.

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 01-18-2024.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2024-49

DATE: 01-18-2024

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)						

Sale of Hose 2 and Renovation of Hose 3

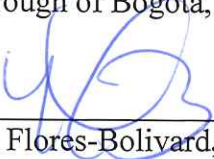
Whereas, Council President Carpenter has proposed the sale of Hose 2 and the utilization of the proceeds to renovate Hose 3; and

Whereas, it is the consensus of the council that this action will be beneficial for the community;

Now, therefore, be it resolved that Hose 2 shall be sold, and the funds generated from the sale shall be allocated towards the renovation of Hose 3; and

Be it further resolved that Council President Carpenter's motion to sell Hose 2 and use the funds for the renovation of Hose 3, seconded by Councilwoman Kohles, is hereby approved.

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 01-18-2024.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2024-50

DATE: 01-18-2024

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)						

Fireman's Park Decorative Clock Installation

Whereas, Council President Carpenter has presented the proposal to install a decorative clock in Fireman's Park, noting the desire of many residents for such an addition; and

Whereas, the estimated cost for installing the decorative clock is \$15,450, which includes expenses for electrical work, a retaining wall, and excavation work; and

Whereas, it is noted that there may be funds available in the current budget to cover the expenses associated with this project;

Now, therefore, be it resolved that the council approves the allocation of funds, pending availability, for the installation of the decorative clock in Fireman's Park; and

Be it further resolved that Council President Carpenter's motion to utilize said funds, pending availability, is hereby approved, with the second by Councilman Robbins, and with unanimous approval by all council members present.

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 01-18-2024.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2024-51

DATE: 01-18-2024

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)						

Meeting Time Change from 7:00 p.m. to 7:30 p.m.

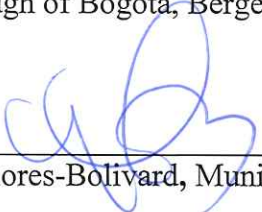
WHEREAS, Article IV, Section 1 of the By-Laws of the Borough of Bogota states, *inter alia*, that “[a]ll regular meetings of the Borough shall take place at 7:30 p.m. on the first and third Thursdays of each month.”; and,

WHEREAS, it is the desire of the Governing Body to amend the Borough’s By-Laws to change the meeting start time from 7:00 p.m. to 7:30 p.m.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Bogota that the first sentence of paragraph 2 of Article IV, Section 1 of the By-Laws of the Borough of Bogota are hereby amended to provide that “All regular meetings of the Borough shall take place at 7:30 p.m. on the first and third Thursdays of each month.”; and,

BE IT FURTHER RESOLVED that the Borough Clerk shall advertise the updated time for the council meetings in accordance with the Open Public Meetings Act and other applicable State law.

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 01-18-2024.


Yenlys Flores-Bolivard, Municipal Clerk



Resolution #2024-52
Date :01-18-2024

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)						

ATTACHMENT C

GRANTEE AUTHORIZING RESOLUTION 2024- 52

BE IT RESOLVED, that the Mayor and Council of Borough of Bogota wish to enter into a Bergen County Trust Fund Project Contract (“Contract”) with the County of Bergen for the purpose of using a \$ 125,027.00 matching grant award from the 2023 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (“Trust Fund”) for the municipal park project entitled _____, located in West Main st, on the tax maps of the Block 1 of Lot 30;

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize (-----
-----)(s) to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about December 13, 2025; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund’s requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park

improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

This resolution was adopted by the Mayor and Council of
at a meeting on January 18, 2024.

BY:

ATTEST:

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 01-18-2024.



Yenlys Flores-Bolivard, Municipal Clerk

ATTACHMENT B

SOURCES OF PROJECT FUNDING

Municipalities are required to provide a dollar for dollar match for any Bergen County Open Space Trust Funds that are awarded. Please specify source and amount of match:

<u>Source</u>	<u>Amount</u>
2023 Bergen County Open Space Trust Fund Grant:	_____
_____ Municipal Open Space Trust Fund	\$ _____
_____ Municipal Budget	\$ _____
_____ Green Acres Grant	\$ _____
_____ Green Acres Loan	\$ _____
_____ Federal Funds (CDBG)	\$ _____
_____ Donations/Contributions	\$ _____
_____ Other (specify) _____	\$ _____
Total Sources of Project Funding:	\$ _____

Proof of match must be provided by either an approved budget or capital ordinance.

PROJECT SCHEDULE

(Insert appropriate dates)

- | | |
|---|--------------------------|
| 1. Grant Approval as per Attachment A | <u>December 13, 2023</u> |
| 2. Complete Plans, Specifications and Bid Documents | _____ |
| 3. Apply for/obtain Permits (if necessary) | _____ |
| 4. Advertise for Bids/Quotes | _____ |
| 5. Award Construction/Purchase Contracts | _____ |
| 6. Begin Construction/Procurement | _____ |
| 7. Complete Construction | _____ |
| 8. Submit for Reimbursement Payment to the County | _____ |
| 9. Project Contract Closure Date | <u>December 13, 2025</u> |

COUNTY OF BERGEN

OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND & HISTORIC PRESERVATION TRUST FUND

2023 MUNICIPAL PROGRAM PARK IMPROVEMENT PROGRAM

GRANTEE: Borough of Bogota

PROJECT: Olsen E. Park: Lighting, Lightening Detectors, Baseball
and Softball Dugouts

TERM OF CONTRACT: **December 13, 2023 – December 13, 2025**

CONTRACT NUMBER: 2300349

TRUST FUND ACCOUNT: **03-200-56-130-910**

GRANT AWARD: \$125,027.00

CONTRACT
ADMINISTRATOR: **Division of Land Management &
Open Space Trust Fund**

2023 MUNICIPAL PARK IMPROVEMENT PROGRAM

Project Name: Olsen E. Park; Lighting, Lightening Detectors, Baseball and Softball Dugouts

Name of Park Project Site: Olsen E. Park

Street Address: West Main Street

Block(s): 1

Lot(s): 30

Municipality: Borough of Bogota

Project Contact Person: Yenlys Flores-Bolivar Title: Borough Clerk

Telephone: 201-342-1736 ext.235

E-Mail Address: clerk@bogotaonline.org

Grant Award: \$ 125,027.00

Proposed Project Budget as Per Approved Trust Fund Application: \$ \$562,800.00

Project Description: Installation of field lights, lightening detectors, new dugouts

Project Work Elements Listed Below:

- 1 Sports Field Lighting System Complete (poles, fixtures, electrical, controls, energizing system)
- 2 Lightening Detection system
- 3 Reinforced concrete slab for new dugouts
- 4 Player benches
- 5 Fielder's Choice Dugouts
- 6
- 7
- 8
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- 19
- 20

This Grant Contract, made on December 13, 2023 by and between

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County" and/or "Grantor"

and

The **Borough of Bogota**, a body politic and corporate of the State of New Jersey, with administrative offices at 375 Larch Avenue, Bogota, NJ 07603, hereinafter referred to hereinafter as the "Grantee"

WITNESSETH:

WHEREAS, the County established the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (hereinafter "Trust Fund") pursuant to Board of County Commissioners Resolution #1853, adopted on November 24, 1998, and modified in accordance with the Board of County Commissioners Resolution #1753, adopted on December 17, 2003, to assist municipalities and qualified charitable conservancies in acquiring, preserving and maintaining open space, recreation, farmland & historic preservation areas; and

WHEREAS, the Grantee has filed a Trust Fund Municipal Park Improvement Program application with the Bergen County Division of Land Management and Open Space (hereinafter "Division") for financial assistance with a municipal park project; and

WHEREAS, the Division has: (1) reviewed the Application, the Project Description, Proposed Park Improvements and the Estimated Budget; (2) found that the Approved Project conforms with the scope and intent of the Trust Fund Municipal Park Improvement Program; and

WHEREAS, the Trust Fund Public Advisory Committee (hereinafter "TFPAC") has recommended that the Board of County Commissioners approve a grant to assist in the funding of the Project; and

WHEREAS, the Board of County Commissioners have adopted a Resolution awarding a Trust Fund Municipal Park Improvement Program grant.

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application filed, the Grantor and the Grantee agree to perform in accordance with the terms and conditions set forth in this Contract.

1. **Approved Project** (the "Project"). The **Olsen E. Park; Lighting, Lightening Detectors, Baseball and Softball Dugouts** project must be completed in accordance with the terms of this Contract, the 2023 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Board of County Commissioners No. 1487-23, adopted on **December 13, 2023**, (Attachment "A") approved a Trust Fund award of **\$125,027.00 Dollars**, toward the Grantee's proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.
3. **Timelines.**
 - a. Expiration of Grant. This Grant will expire on **December 13, 2025**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty (30) days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.
 - b. Close Out Documentation. At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:
 - i. Municipal Park Improvement Payment Form.
 - ii. Post-Construction Engineering Certification by Municipal Engineer or Architect.
 - iii. Digital Photographs
4. **Funding.**
 - a. Application of Proceeds. Trust Fund payments shall only be used for the purposes described in the Grantee's Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.
 - b. Matching Funds.
 - i. The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds may consist of money by any person, municipality, state of New Jersey, or the federal government.

- ii. An applicant's matching share shall consist only of eligible cash raised or eligible cash expenses incurred by the applicant. No in-kind or donated services are eligible for reimbursement or match.
 - iii. It is also the Grantee's responsibility to provide all funds in excess of the Project Budget necessary for completion of the Approved Project.
 - iv. Prior to entering into a contract for the Approved Project, the grantee shall submit to the Trust Fund written evidence of matching funds in hand.
- c. Reimbursements. All awards will be paid on a reimbursable basis only. The Grantee must have the necessary financial resources available to complete the total project before entering into a construction contract. Trust Fund payments will then reimburse the Grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by the Division and/or the County.

All reimbursements will be made upon the furnishing of receipts and certification that the completed work has been paid for by the Grantee. Grant fund disbursement will be made on a periodic basis no more frequently than monthly.

- d. Rules and Regulations. The County's grant award is subject to the Trust Fund Municipal Park Improvement Program's Rules and Regulations, which are incorporated herein by reference.

5. Procedure for Payment.

- a. Requests for Reimbursement. Payments of the Trust Fund Grant Award will be transmitted to the Grantee upon submission of:
- i. A completed "Municipal Park Improvement Payment Request Form", *to be provided by the Division* for reimbursement of services rendered and received;
 - ii. Documentation and work descriptions consistent with the Approved Project.

To receive reimbursement, the Grantee must submit itemized documents, including copies of bills and invoices, and canceled checks of eligible expenditures to the Division. The documents submitted must itemize the cost of labor and materials and describe the work performed. Once the Division approves the submission, reimbursement for the eligible itemized costs will be disbursed by the County Treasurer to the Grantee.

In some cases, prior to payment, an inspection by the Division and/or County may be performed in order to ensure that the work was completed in accordance with the Application, approved Project Description, and approved Project Budget

- b. Project Payment Request Certification. The municipal Chief Financial Officer (or equivalent) and the municipal Administrator/Manager (or Clerk in the absence of such) shall submit a Project Payment Request Form, to be provided by the Division,

certifying that the documents submitted in support of a request for the Trust Fund reimbursement payment are an accurate representation of costs incurred in accordance with the Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division.

- c. Withholding of Funds. In the event Grantee fails to perform the services, obligations, or responsibilities provided for under this Contract, the Grant Application, and the Guidelines and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; or in the event that the services do not attain the objectives set forth in the initial application or this Contract to the sole satisfaction of the Division, the County may withhold all, or a portion of, any payment to be made under this Contract, and in addition, may terminate this Contract. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not rendered.
- d. Unexpended Fund Balances. All unexpended fund balances not released for the Approved Project will be canceled by the County and "returned" into the Trust Fund for re-allocation in accordance with the Trust Fund Rules and Regulations. Balances may not be retained by the Grantee for any use outside of the Approved Project as stated in this Contract.

6. Project Schedule & Documentation.

- a. Project Schedule. The Grantee must return an executed copy of this Trust Fund Contract to the Division within ninety (90) days of its receipt. The Grantee must complete the Project Schedule (Attachment "B") in accordance with the suggested project completion schedule.
- b. Progress Reports. The Grantee, at the request of the Division, shall prepare a progress report and submit it to the Division within thirty (30) calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed. The Division may, at its discretion, make visits to the site to review the Project's progress. At the Project's completion, the Grantee, as a condition of final payment, must complete the "Project Payment Request Form" and submit certifications and supporting documents as required.
- c. Documentation. The Grantee shall furnish and deliver all necessary documentation within the time frame and in the manner requested by the Division and grant County personnel or any other authorized representatives' reasonable access to all records related to the Approved Project.
 - i. Post-Construction Engineering Certification. The municipal engineer shall submit the Bergen Trust Fund Post-Construction Engineering Certification form following project completion certifying the park improvement project

has been completed substantially in accordance with the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division; that the park improvements are consistent with the scope of the project as stated in the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract; and that the construction meets all state and local codes and current engineering practices and that health, safety, durability, and economy requirements consistent with the scope and objectives of the project.

- ii. State and Federal Barrier Free Codes and the Americans with Disabilities Act. The municipal engineer shall certify that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) requirements.

7. Change in Approved Project Elements.

- a. Grantee shall not change the Approved Project's scope of work as detailed in this Contract without approval by the Division. Said request is to be submitted in writing and in accordance with procedures as established by the Division.
- b. Modifications to the Approved Project Scope of Work shall be requested by the Grantee's Administrator/Manager/Clerk and must be approved in writing by the Division. Written requests must include a description of the change, the reason for the change, and the impacts on the project. The Division may request, as appropriate, a set of revised plans and specifications. Changes that involve a deletion or significant reduction to a scope element should include a discussion on the review and rejection of alternatives to this course of action. Significant changes may include, but not be limited to, changes in the natural environment such as the removal of trees, addition and/ or deletion of key project elements, substantial budget changes, and loss of matching funds. Any such changes are subject to review and approval by the Division and may result in the need to amend the Project Contract. All approved Project Contract Change Order Modifications shall be attached to this Project Contract.

8. Termination and Suspension.

Termination. Termination is the cancellation of Trust Fund grant assistance in whole or in part, at any time prior to the date of completion.

- a. Termination for cause. Grantor may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant. Grantor will promptly notify the grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantee(s) or recoveries by Grantor under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. Grantor or the grantee may terminate grant project in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect the preservation agreement or covenant executed as a prior condition of grant assistance. An amendment to the Grant Agreement or the Project Notification (as applicable) is required for all terminations for convenience.
- c. Termination by Grantee. The Grantee may unilaterally cancel the Grantor grant at any time prior to the first payment on the grant, although Grantor must be notified in writing. Once initiated, no Trust Fund grant may be terminated by a grantee prior to satisfactory completion without the approval of Grantor. After the initial payment the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and Grantor. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

9. Post Project Requirements and Long – Term Obligations.

- a. Open Space and Outdoor Recreation Purposes. The Grantee agrees to retain, protect, and use the Approved Project for outdoor recreation purposes. Outdoor recreation purpose means the use of lands for open space parkland, outdoor active and/or passive recreation use. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations (N.J.A.C. 7:36).
- b. Charges. Any charges, fees and/or memberships in connection with public access shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.9. Public vehicular access and parking areas shall be consistent with the permitted uses.
- c. Maintenance Requirements. The Grantee shall be solely responsible for the upkeep and maintenance of the Approved Project, and shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.1. The County shall have no obligation for the upkeep or perform maintenance of the Project.
- d. Public Access. Grantee covenants to permit public access to the greatest extent possible consistent with the Project uses stated herein. The Grantee shall not post temporary or permanent signs restricting access to the Approved Project area except in accordance with N.J.A.C. 7:36-25.10. The Grantee shall not take or permit any action, or fail to take any action that would be counter to or in violation of any federal or State regulatory or program laws or rules. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations as *funded parkland* as defined by Green Acres. The Municipality may schedule the use of the

Park to accommodate organized sports or other recreation or conservation purposes. However, the Municipality shall not schedule the use of a facility in such a way that the public is denied reasonable access to or use of the facility and the Municipality shall provide public access to another comparable facility for the period for which access to the recreation and conservation facility is scheduled. The Municipality shall not enter into exclusive use agreements or allow discriminatory scheduling of the use of the parkland based on residency or otherwise in violation of the Law Against Discrimination, N.J.S.A. 10:51 et. seq. or other applicable law. If permits are offered for the use of recreation and conservation facilities at the Property, such as golf or athletic fields, and the demand for such permits exceeds the available supply, the Municipality shall conduct a fair and equitable system to distribute the permits.

- e. Transfer of Project Improvements. This Approved Project is being improved or developed with funding from the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Municipal Park Improvement Program for the park and outdoor recreation activities set forth herein. The Grantee agrees, in perpetuity, not to lease, sell, exchange, remove, replace, donate, or dispose of the park improvement(s) in which the funded Park Improvement Project is described and located herein except upon approval by the County of Bergen or under such conditions as the County of Bergen may establish. Notwithstanding anything to the contrary Grantee shall not sell, lease, exchange, or donate the Project as described and located herein except to the State of New Jersey, a local government unit, or qualifying tax-exempt, Grantee organization. No such conveyance shall be effective without the prior written approval of the County.
- f. Lifespan of Improvements. Projects must envision a minimum ten (10) year life span. Lifespan can be for less than ten (10) years if the Grantee can demonstrate that, due to normal wear and tear on the facility or feature and not due to abuse, neglect or vandalism, that the improvements cannot be maintained for the requisite ten (10) year life span.
- g. Inspection of Project Area. The Division may perform periodic formal and informal inspections of the project area and facilities to determine compliance with the Grantee's long-term obligations. The Grantee will be notified of any problems identified and will be asked to address them within a reasonable timeframe.

10. Project Administration.

- a. Local Public Contracts Law, etc. Grantee shall award all contracts in accordance with the Local Public Contracts Law including but not limited to: N.J.S.A. 40A:11-1 et seq. seq.; N.J.A.C. 5:34-1.1 et seq.; the Pay to Play Law as set forth in N.J.S.A. 19:44A-20 et seq.; Change Orders as set forth in N.J.A.C. 5:30-11.1 et seq.; Local Finance Board Regulations as set forth in N.J.A.C. 5:30-11.1 et seq.; New Jersey's Affirmative Action Law as set forth in N.J.S.A. 10:5-31 et seq.; the Equal Employment Opportunity and Affirmative Action Rules as set forth in N.J.A.C. 17:27; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-

2000d-4); the Employment on Public Works Law as set forth in N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) as published in the Federal Register on July 26, 2011, and the Bergen County requirements for pedestrian facilities within public spaces and/or County Rights-of-Way, as applicable.

- b. Debarred Contractors. No contract shall be issued to any person debarred, suspended, or disqualified from State contracting.
- c. Free From Corrupt Practices. All Project contracts and subcontracts for work shall be free from bribery, graft and other corrupt practices.

11. Financial Records and Auditing Requirements.

- a. All financial records of Grantee shall conform to accounting standards promulgated by the Local Finance Board and as set forth in N.J.A.C. 5:30-5 et. seq. All financial records of the Grantee's contractors and/or subcontractors shall conform to generally accepted accounting principles.
- b. Grantee, its contractors, and subcontractors shall provide County personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Contract and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. Grantee shall cite this provision in all project related contracts.
- c. Accounting. The Grantee agrees to track all monies for this project by accounting software or, in the alternative, open a separate checking account to prevent the commingling of the grant funds with other agency/organization funds.

12. Responsibilities of Grantee. The Grantee shall be responsible for the obligations set forth in this Contract including but not limited to:

- a. Compliance with Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations in connection with the Project.
- b. Liability and Indemnification. Grantee shall hold harmless, indemnify and defend County and its members, directors, officers, employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission condition or other matter related to or occurring on or about the Property unless due solely to the negligence of any of the indemnified parties.

- c. Insurance. The Grantee shall be responsible for providing liability insurance on the Project and Property consistent with advice from its insurance/risk advisor.
- d. Signs. The Grantee shall be permitted to post signs that clearly identify the area and notify the public of the right to enter the Property and: (1) state solely the name and/or address of the Property and/or; (2) to advertise the permitted uses of the Property; (3) commemorate the history of the Property, its recognition under state or federal historical registers, or list its protection under this Contract or state and local environmental or game laws; (4) acknowledging that the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund assisted in the funding of the project. No sign on the Project Property shall exceed sixteen square feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees, and shall be placed in accord with applicable local regulations. Commercial advertising signs are prohibited.

13. Breach, Default or Violation.

- a. Breach. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the County determines that a breach, default or violation ("Violation") of this Contract has occurred or that a Violation is threatened, the County shall give written notice to Grantee of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantee fails to cure the Violation after receipt of notice thereof from the County, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the County, fails to begin curing such Violation within the time period dictated by the County, or fails to continue diligently to cure such Violation until finally cured, the County may bring an action at law or in equity in a court of competent jurisdiction:
 - i. To enjoin and/or cure such Violation,
 - ii. To seek or enforce such other legal and/or equitable relief or remedies as the County deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Contract.
- b. Remedies. If the County, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage, the County may pursue its remedies without prior notice to Grantee or without waiting for the period provided for cure to expire. The County's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Contract. Grantee agrees that the County's remedies at law for any Violation of the terms of this Contract are inadequate and that the County shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the County may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the County's rights and powers under the laws of the state of New Jersey for the protection of public health, safety and welfare.

c. Enforcements, Filings, Etc.

- i. Enforcement. Enforcement of the terms of this Contract shall be at the discretion of the Grantor and any forbearance by the Grantee to exercise its rights under this Contract in the event of any Violation by Grantee shall not be deemed or construed to be a waiver by the Grantor of such term or of any subsequent Violation or of any of the Grantor's rights under this Contract. No delay or omission by the Grantor in the exercise of any right or remedy upon any Violation by Grantee shall impair such right or remedy or be construed as waiver of such right or remedy.
- ii. Reimbursement. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Contract against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

14. Notices.

Any notice, demand, request, consent, approval or communication under this Contract shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by reliable overnight courier or certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered.

To Municipality: Attention: Municipal Administrator/Manager/Clerk
 375 Larch Avenue
 Bogota, NJ 07603

To County: Attn: County Administrator
 One Bergen County Plaza – Room 580
 Hackensack, NJ 07601

With copy to: Attn: County Counsel
 Office of County Counsel – Room 580
 One Bergen County Plaza
 Hackensack, NJ 07601

15. Representations. The Grantee represents that:

- a. Authorization. All proceedings required to be taken by or on behalf of the Grantee to authorize it to make, deliver and carry out the terms of this Contract have been taken

and this Contract is the legal, valid and binding obligation of the Grantee and enforceable in accordance with its terms.

- b. Compliance with Laws. The Grantee agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of the contract, including, but not limited to, the Local Public Contracts Law.
- c. Conflicts of Interest. No official or employee or Board member of the Grantee shall have any financial or other personal interests in any contract or subcontract involving the Approved Project.
- d. No Liens or Encumbrances. The Grantee agrees that it will not create, suffer or permit to be created, and that it will promptly remove or discharge, any liens or encumbrances against the Property arising subsequent to the date of this Contract.
- e. No Proceedings. There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to the best of the Grantee's knowledge, threatened, against or affecting the Grantee that (i) involve the validity or enforceability of this Contract or any other instrument or document to be delivered by the Grantee pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of the Grantee's obligations hereunder or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.
- f. Retention of Records. The Grantee agrees to retain all records relevant to this Contract and State and County auditors, and any other person duly authorized by the Grantor, shall have full access to, and the right to examine, any of the said documents. Any claimed waiver of these rights or privileges must be documented in writing.

16. Miscellaneous.

- a. Entire Contract. This Contract, including any Exhibits and Addenda attached hereto and/or incorporated by reference, contain the sole and entire Contract between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Amendments. The Division and/or the Grantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the Grantor and the Grantee shall be incorporated in written amendments to this Contract and signed by all parties

- c. Assignment. No Party may assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- d. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- e. General. This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Contract shall be resolved through arbitration or the Courts of the State of New Jersey set forth herein.
- f. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- g. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- h. Binding Agreement. This Contract shall be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

17. **COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES**

This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the County.

IN WITNESS WHEREOF, the parties have executed this Contract and their corporate seals to be hereunto affixed as of the day and year first above written.

ACCEPTED AND AGREED:

Daniel Fedele
(GRANTEE)

Daniel Fedele
By:

Mayor
Title:

[Signature]
(Secretary to the Board/Governmental Clerk)

1/18/2024
Date

ATTEST: (Affix Seal)

COUNTERSIGNED:

County of Bergen

By: James J. Tedesco III, County Executive or
Thomas J. Duch Esq., County Counsel/
County Administrator

Date

SCHEDULE OF ATTACHMENTS

- A. Freeholder Resolution of Final Approval
- B. Sources of Project Funding & Project Timeline
- C. Municipal Resolution Authorizing Execution of Trust Fund Project Contract



COUNTY OF BERGEN

Certified Copy

Resolution: 1487-23

Agenda: 12/13/2023

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Parks

Meeting Date: 12/13/2023

Purpose: Approve 2023 Open Space Trust Fund Grant Awards

Dollar Amount: \$11,510,624.00 NOT TO EXCEED

Account No.: 03-200-56-130-910 TRUST

Contract No.: Various (See Attached)

Vendor No.: Various (See Attached)

Prepared By: JGK/as

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 6 - Chairman Sullivan, Vice Chairwoman Ortiz, Chair Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Marte, and County Commissioner Silna Zur

Absent: 1 - County Commissioner Tanelli

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1487-23, passed by the BOARD OF COUNTY COMMISSIONERS on 12/13/2023.

Attest:



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1487-23

Agenda: 12/13/2023

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") was established by the Board of County Commissioners; and,

WHEREAS, the Trust Fund Public Advisory Committee is charged with determining the annual list of projects to be recommended for funding and the amount of funding to be awarded for each project; and,

WHEREAS, the Trust Fund Public Advisory Committee has presented and recommended the attached projects to receive funding from the Trust Fund Program for the 2023 Funding Round; and,

WHEREAS, the County Treasurer has determined that the attached project awards in the amount of \$11,510,624.00 would be funded from the Trust Fund tax; and,

WHEREAS, the recommended project awards are for the project categories of open space acquisition, historic preservation improvements, and improvements to County and municipal park facilities as per the attached schedule; and,

WHEREAS, the Trust Fund Public Advisory Committee held the required public hearing on behalf of the Board of County Commissioners on October 24, 2023, for the aforesaid proposed funding allocations from the 2023 Trust Fund Program; and,

WHEREAS, the Board of County Commissioners, upon receiving the annual list and hearing the presentation of the Trust Fund Public Advisory Committee, reviews and approves the project list, including the associated funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the project awards for the project categories of open space acquisition, floodplain protection, historic preservation improvements, and improvements to County and municipal park facilities as set forth in the attached schedule in the recommended amounts of funding to be disbursed, subject to the

appropriation of adequate funding.

BE IT FURTHER RESOLVED, that the County Executive or the County Administrator be and is hereby authorized to enter into a grant agreement contract with each award recipient and any additional necessary documents, in such form to be approved by the Office of County Counsel.

2023 TRUST FUND PROJECT GRANT FUNDING PRELIMINARY RECOMMENDATIONS

Vendor Code	Grant Recipient	Project Name	Recommendation	Contract No. / Budget Code
Open Space Acquisition Projects:				
3031	Village of Ridgefield Park	Ridgefield Park Nature Preserve	\$120,000	2300343
900223	Washington Township	450 Pascack Road Acquisition	\$550,000	2300344
Historic Preservation Projects:				
1254	Borough of East Rutherford	Richard Outwater House	\$30,000	2300345
N/A	Dept. Historic & Cultural Affairs	Campbell-Christie House	\$60,000	03-200-56-130-910-231
N/A	Dept. Historic & Cultural Affairs	Garretson Farm & Forge	\$400,000	03-200-56-130-910-232
N/A	Dept. Historic & Cultural Affairs	Camp Merritt Monument	\$331,000	03-200-56-130-910-233
2758	Borough of Park Ridge	Park Ridge Train Station	\$412,150	2300346
County Park Improvement Projects:				
N/A	County Parks Department	Carlton Hill Linear Park	\$4,000,000	03-200-56-130-910-234
Municipal Program Park Improvement Projects:				
6445	Allendale	Crestwood Park: Revitalize four tennis courts with new surfacing	\$89,780	2300347
520	Bergenfield	Veterans Memorial Park: Basketball and tennis court renovations	\$75,375	2300348
900238	Bogota	Olsen E. Park: Lighting, lightening detectors, baseball and softball dugouts	\$125,027	2300349
738	Carlstadt	Second Street Park: Benches, recycling receptacles, surfacing, and sidewalks	\$146,685	2300350
6449	Cliffside Park	Honor Park: Irrigation system, PA system, charging stations, herb garden	\$125,027	2300351
900606	Cresskill	Craford Park: Phase 2, sports field lighting and new playground	\$125,000	2300352
900236	Demarest	Wakelee Field: Turf infield of softball field, drainage improvements	\$146,730	2300353
900906	Edgewater	Edgewater Dog Park: Lighting, play features, benches, landscaping, fencing	\$125,027	2300354
900607	Elmwood Park	Borough Park: Archway, fountain, pavilion, amphitheater, and benches	\$197,153	2300355
903613	Emerson	Ackerman Park: Renovations of basketball courts	\$60,111	2300356
6450	Englewood	Herring Field: Turf field for baseball and football, fencing and goal posts	\$125,026	2300357
1373	Fair Lawn	Columbia Terrace Park: Amphitheater, covers, fencing, pathway lighting	\$150,000	2300358
1340	Fairview	Columbus Park: Pavilion with sound system and lighting, sidewalk paving	\$120,000	2300359
1448	Fort Lee	Coytesville Park: Basketball, tennis, and pickleball courts, fencing, hoops	\$125,026	2300360
6585	Franklin Lakes	Vichiconti Way Ballfields: Bleachers, batting cage installation, dugouts	\$89,780	2300361
1511	Garfield	Spring Street Park/Baseball field turfing, dugout and benches, bleachers	\$197,153	2300362
900232	Glen Rock	Wilde Memorial Park: Hockey rink with new floor surfacing and boards	\$75,000	2300363
900609	Hasbrouck Heights	Woodland Park: Basketball courts, pickleball court striping, netting, fencing	\$121,100	2300364
8381	Haworth	Memorial Field: Dugouts, bocce courts, basketball court and fencing repairs	\$100,000	2300365
900737	Leonia	Dudley Allen Park: Phase 1, installation of pickleball courts	\$95,000	2300366
903610	Lodi	Garibaldi Park: Playground equipment, ADA ramp, barriers to contain mulch	\$121,142	2300367
2138	Lyndhurst	Townhall Park: Basketball court Phase 2, lighting, pathways, railings, fencing	\$140,000	2300368
901976	Mahwah	Darlington Avenue Recreation Facility: Pickleball, roller hockey, basketball	\$89,780	2300369
2248	Maywood	Maywood Memorial Park: Lighting equipment, poles, fixtures, electrical	\$197,153	2300370
900227	Midland Park	Woodside Ave Park: Additional parking for 28 spots and 2 handicap spots	\$89,780	2300371
2398	Montvale	Memorial Park: New synthetic turf field including drainage, new fencing	\$60,111	2300372
2584	New Milford	LaBarbera Field: Replacement of light fixtures with energy efficient ones	\$33,000	2300373
2610	North Arlington	Macaluso Park: Safety surface, picnic tables, phone charging station, benches	\$46,587	2300374
2638	Northvale	Hogan Park: Remove and replace fencing at baseball and softball field	\$80,000	2300375
6446	Norwood	Kennedy Field: ADA accessible playground	\$146,730	2300376
6447	Oakland	Oakland Recreation Complex: Baseball and softball fields, irrigation system	\$89,780	2300377
900611	Old Tappan	Old Tappan Golf Course: Installing drainage piping, renovations of bunkers	\$60,111	2300378
900612	Oradell	Memorial Field, Hoffman Field, Parcels Athletic Complex: Netting and poles	\$60,111	2300379
2758	Park Ridge	Sulak Field: Lighting system installation with underground electric poles	\$60,111	2300380
6448	Ramsey	Finch Park: Lighting upgrades, basketball and pickleball courts and fields	\$89,780	2300381
3030	Ridgefield	Veteran's Memorial Park: Passive area, pavilions, benches, tables, chess tables	\$125,026	2300382
3031	Ridgefield Park	Hunter Park: Resurfacing for tennis and basketball courts, new fencing	\$125,026	2300383
900614	River Edge	Memorial Park: Phase 1 Replacement of walking paths and playground	\$131,780	2300384
3049	River Vale	Upper Grove (Library) Park: New patio, outside stage and seating area	\$60,111	2300385
3068	Rochelle Park	Carlock Field: Bocce court, volleyball court, pavilion, sidewalks, spray misters	\$197,153	2300386
6451	Rutherford	Memorial Field: Softball field with artificial turf, lighting, dugouts, scoreboard	\$146,685	2300387
900615	Saddle Brook	Kern Park: Playground replacement, resurfacing, curb and sidewalk, benches	\$138,808	2300388
903608	Saddle River	Rindlaub Park: Phase 2, extension and expansion of multi-purpose path	\$89,780	2300389
3525	Teaneck	Phelps Park: Two new backstops at existing softball fields	\$146,731	2300390
3484	Tenafly	Roosevelt Common: Turf at existing soccer cage, striping for play areas, signs	\$146,731	2300391
900224	Upper Saddle River	One Lake Street Park: Bleachers, scoreboards, fields with walkway, pickleball	\$89,780	2300392
900616	Waldwick	Borough Park: ADA accessible playground, fencing, pavers, benches	\$89,780	2300393
900223	Washington Township	Former Washington Recreation Club: Phase 1, engineering, surveying, testing	\$60,111	2300394
3808	Westwood	Westvale Park: Pump Track circuit for mountain and BMX bicycles	\$60,111	2300395
3865	Wood-Ridge	Wood-Ridge Square Park: New passive park, benches, lamps, landscaping	\$146,685	2300396
3879	Wyckoff	Memorial Field Athletic Complex: Lighting improvements and walking path	\$75,000	2300397

ATTACHMENT B

SOURCES OF PROJECT FUNDING

Municipalities are required to provide a dollar for dollar match for any Bergen County Open Space Trust Funds that are awarded. Please specify source and amount of match:

<u>Source</u>	<u>Amount</u>
2023 Bergen County Open Space Trust Fund Grant:	_____
_____ Municipal Open Space Trust Fund	\$ _____
_____ Municipal Budget	\$ _____
_____ Green Acres Grant	\$ _____
_____ Green Acres Loan	\$ _____
_____ Federal Funds (CDBG)	\$ _____
_____ Donations/Contributions	\$ _____
_____ Other (specify) _____	\$ _____
Total Sources of Project Funding:	\$ _____

Proof of match must be provided by either an approved budget or capital ordinance.

PROJECT SCHEDULE

(Insert appropriate dates)

- | | |
|---|--------------------------|
| 1. Grant Approval as per Attachment A | <u>December 13, 2023</u> |
| 2. Complete Plans, Specifications and Bid Documents | _____ |
| 3. Apply for/obtain Permits (if necessary) | _____ |
| 4. Advertise for Bids/Quotes | _____ |
| 5. Award Construction/Purchase Contracts | _____ |
| 6. Begin Construction/Procurement | _____ |
| 7. Complete Construction | _____ |
| 8. Submit for Reimbursement Payment to the County | _____ |
| 9. Project Contract Closure Date | <u>December 13, 2025</u> |

ATTACHMENT C

Resolution 2024-52

GRANTEE AUTHORIZING RESOLUTION

BE IT RESOLVED, that the Mayor and Council of _____ wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$ _____ matching grant award from the 2023 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled _____, located in _____, on the tax maps of the _____ of _____;

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize (NAMES(s) OF PERSON(s)) to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about December 13, 2025; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

This resolution was adopted by the Mayor and Council of _____ at a meeting on (DATE).

BY:

ATTEST:

**RESOLUTION # 2024-53****DATE: 01-18-2024**

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)						

Rescission of Resolution 2023-180 Authorizing Bids for the Large Recreation Center Plans

Whereas, Councilwoman Kohles inquired about the interlocal use agreement with the Board of Education necessary for their athletic fields' project to proceed;

Whereas, Council President Carpenter moved to rescind Resolution 2023-180, passed on September 21, 2023, which authorized bids for the large recreation center plans;

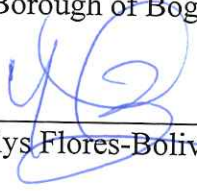
Whereas, Councilwoman Kohles seconded the motion, and all Councilmembers present voted in favor of rescinding Resolution 2023-180;

Now, therefore, be it resolved by the Council of the Borough of Bogota

1. Resolution 2023-180 authorizing bids for the large recreation center plans, passed on September 21, 2023, is hereby rescinded.
2. The Borough Clerk is directed to notify the New Jersey Controller's Office of the rescission of Resolution 2023-180.
3. This resolution shall take effect immediately upon adoption.

Introduced and approved this 18 day of February , 2024.

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 01-18-2024.


Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2024-54****DATE: 01-18-2024**

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)						

**Conditional Offer of Employment to
Anthony Montano as a Full-Time Patrolman**

WHEREAS, the Mayor and Council wish to make an employment offer to Anthony Montano for the full time position of Patrolman with the Borough of Bogota Police Department, subject to the Borough's Employee Manual and the Police Department's personnel policies and procedures; and,

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

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

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

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



RESOLUTION # 2024-54

DATE: 01-18-2024

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

I, Yenlys Flores-Bolivar, 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 01-18-2024.

Yenlys Flores-Bolivar, Municipal Clerk