



Agenda  
Open Session

February 15, 2024  
7:30 p.m.

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

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

The Borough of Bogota will hold a Public Meeting at 7:30 p.m. on Thursday, February 15, 2024 to address such matters of business as may be brought before the Mayor and Council. This meeting will be held at Borough Hall Council Chambers, 375 Larch Ave, Bogota, NJ 07603.

**SALUTE TO THE FLAG**

**ROLL CALL OF 2024 COUNCIL**

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

Also Attending:  
Borough Attorney Betesh  
Borough Clerk Yenlys Flores-Bolivard

**CITIZEN REMARKS**

One five (5) minute time limit per person

**COUNCIL RESPONSE TO CITIZENS REMARKS**

**DISCUSSION**

None

## **INTRODUCTION OF ORDINANCES**

1612 - Amending Chapter 23 of the Bogota Municipal Code, Entitled “Police Department – Private Contractors

1613 - Amending Ch. 9 of the Bogota Code – Building & Housing – Vacant/Abandoned/Foreclosed Properties

1614 – Bond Ordinance – Amending Sections 4.B and 10 of the Bond Ordinance (No. 1598) Bond ordinance to authorize the making of various public improvements and the acquisition of new additional or replacement equipment and machinery

## **PUBLIC HEARING & ADOPTION OF ORDINANCES**

1611 – Amending Chapter 7A of the Bogota Code sets forth the Traffic Schedules

## **APPOINTMENTS**

1. Appoint Sandra Ospina to the Recreation Committee – Fulfill Unexpired 3 Year Term (2023-2025)

## **CONSENT AGENDA**

### **Resolutions**

2024-63 Advertise for Bids – Fairview Avenue

2024-64 Annual Appointment of Municipal Representatives to Bergen County Community Development (BCDCD) - FY 23-24- Revising R#2024-41

2024-65 Authorizing the Application to the NJ Clean Energy Program Community Energy Planning Grant Program (NJ BCU CEP)

2024-66 Governor’s Council on Alcoholism and Drug Abuse - Form 1B - FY 2025

2024-67 Millennium Communication Group – Library

2024-68 Shared Services Agreement Employee Assistance Program (EAP)

2024- 69 Authorization to Advertise - Building Department Part-Time Assistance

2024-70 Appoint/Re-appoint Plumbing Inspector Ernest Tedesco

2024-71 Mid Bergen Regional Share Services Agreement

2024-72 Resolution authorizing submission of sustainable Jersey PSEG foundation grant application

2024-73 Approval of Administrator Contract

2024-74 proposed settlement of a property Tax Appeal filed by Bogota Royale Inv. (hereinafter the “Tax Appeal”),

2024-75 Authorizing the submission of an application to the New Jersey Department Of Transportation’s Local Transportation Projects Fund FY2024 Grant Program

2024-76 Closed Session

**Resolution to be Voted Separately**

PC24-02 Payment of Claims

**Approvals**

1. Regular Meeting Minutes – February 1, 2024
2. Closed Session Minutes – February 1, 2024
3. Rescue Boot Drive – 5/4 with 5/11 rain date

**Mayoral Approval**

1. Re-appoint Deputy Emergency Management Coordinator - Geoffrey Cole

**OTHER AGENDA ITEMS – OLD BUSINESS**

None

**CORRESPONDENCE/PETITIONS (read by Clerk)**

**2<sup>ND</sup> CITIZEN REMARKS**

One five (5) minute time limit per person

**REPORTS**

Five (5) minute time limit

Mayor Fede  
Council President Carpenter  
Councilwoman Kohles  
Councilman McHale  
Councilman Mitchell  
Councilman Robbins  
Councilwoman Vergara  
Borough Attorney Betesh  
Borough Clerk Flores-Bolivard

**CLOSED SESSION**

1. Police Promotion Interviews
2. Litigation

**ADJOURNMENT**

*Agenda is subject to change*

**NEXT COUNCIL MEETINGS**

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

Work Session	Regular Mayor and Council Meeting
March 7	March 21

<b>April 4</b>	<b>April 18</b>
<b>May 2</b>	<b>May 16</b>
<b>June 6</b>	<b>June 20</b>
<b>None</b>	<b>July 18</b>
<b>None</b>	<b>August 15</b>
<b>September 5</b>	<b>September 19</b>
<b>October 3</b>	<b>October 17</b>
<b>None</b>	<b>**November 7</b>
<b>December 5</b>	<b>December 19</b>

*Council meeting dates are subject to change*

*YFB 2/13/2024.*



## **BOROUGH OF BOGOTA**

### **INTRODUCTION**

#### **ORDINANCE NO. 1612**

#### **AN ORDINANCE AMENDING CHAPTER 23 OF THE BOGOTA MUNICIPAL CODE, ENTITLED “POLICE DEPARTMENT”**

**WHEREAS**, Chapter 23 of the Bogota Municipal Code sets forth the administrative rules and regulations for the Bogota Police Department; and,

**WHEREAS**, this Chapter currently sets the reimbursement for rate for police services performed on behalf of private contractors; and,

**WHEREAS**, the Mayor and Council wish to revise this section to reflect the rate agreed to in the Department’s current Collective Negotiation Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Bogota, that Chapter 23 of the Bogota Municipal Code is hereby amended, revised, and supplemented as follows:

#### **SECTION 1: AMENDMENT TO SECTION 23-11.2(a), ENTITLED “PAYMENT AND ESCROW ACCOUNTS”.**

Section 23-11.2, entitled “Payment and Escrow Accounts” is hereby amended, revised, and supplemented as follows:

#### **23-11.2 Payment and Escrow Accounts.**

- a. Private contractors shall pay the treasurer of the Borough, by cash, check, or money order, for all services performed by members of the Borough's Police Department at the rate of *one hundred forty (\$140.00)* dollars per hour as compensation for the Borough's costs associated with the police services.

#### **SECTION 2: SEVERABILITY.**



If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent, and such holding shall not effect the validity of the remaining portions hereof.

**SECTION 3: INCONSISTENCY.**

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

**SECTION 4: EFFECTIVE DATE.**

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

**INTRODUCTION:** February 15, 2024

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

✓

ATTEST:

APPROVED:

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_  
Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance adopted by the Borough of Bogota at a meeting held on February 15, 2024



**BOROUGH OF BOGOTA**

**ORDINANCE NO. 1613**

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

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

**WHEREAS**, Section 11 of Chapter 9 currently establishes a registry for all vacant and abandoned properties located within the Borough; and,

**WHEREAS**, after the aforementioned registry was established, the State of New Jersey adopted N.J.S.A. 40:48-2.12s3, which authorizes the Borough of Bogota to include foreclosed properties in the aforesaid registry, so as to identify and monitor residential and commercial property within the Brough for which a summons and complaint in an action to foreclose on a mortgage has been filed; and,

**WHEREAS**, Section 11 of Chapter 9 currently identifies “any foreclosing entity” as an “owner” under the vacant/abandoned property registry, but the current language limits registration to only foreclosed properties that are vacant and abandoned; and,

**WHEREAS**, the Mayor and Council wish to amend Section 11 to include all foreclosed properties in the aforementioned registry, as permitted by N.J.S.A. 40:48-2.12s3.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Bogota, that Section 11 of Chapter 9 of the Bogota Code, entitled “Registration and Maintenance of Vacant/Abandoned Properties” shall be renamed “Registration of



Vacant/Abandoned/Foreclosed Properties”, and that same shall be amended, revised and supplemented as follows:

**SECTION 1: AMENDMENT TO SECTION 9-11.1, ENTITLED “DEFINITIONS”.**

The definition of “Owner” is hereby amended, revised and supplemented as follows:

**OWNER**

Any title holder, any agent of the title holder having authority to act with respect to a vacant property ~~any foreclosing entity subject to the provisions of N.J.S.A. 46:10B-51 (P.L. 2008, c. 127, Sec. 17, as amended by P.L. 2009, c. 296), or any other entity determined by the Borough of Bogota to have authority to act with respect to the property.~~

A new definition for “Creditor” shall be added, which shall read as follows:

**CREDITOR**

A mortgagee or an agent or assignee of a mortgagee, such as the servicer, who has filed a complaint in the Superior Court seeking to foreclose upon a residential or commercial mortgage. If the entity seeking to foreclose upon the residential or commercial mortgage changes as a result of an assignment, transfer, or otherwise after the filing of the foreclosure complaint in the Superior Court, the new entity shall be deemed the creditor for purposes of this section. For purposes of this section, a creditor shall not include the State, a political subdivision of the State, a State, county or local government entity, or their agent or assigned, such as the servicer.

The definition of “Vacant Property” is hereby renamed to “Vacant/Abandoned Property”, and is hereby amended, revised and supplemented as follows:

Any vacant land, or *any residential or commercial structure* which is not legally occupied or at which substantially all lawful construction operations or ~~residential~~ occupancy has ceased, and which is in such condition that it cannot legally be reoccupied without repair or rehabilitation, including, but not limited to, any property meeting the definition of "abandoned property" in N.J.S.A. 55:19-80; provided, however, that any property where all building systems are in working order, where the building and grounds are maintained in good order,





or where the building is in habitable condition, and where the building is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.

**SECTION 2: AMENDMENT TO SECTION 9-11.6, ENTITLED “(RESERVED)”.**

Section 9-11.6 shall be renamed “Requirements of Foreclosed Properties” and shall read as follows:

- (a) A creditor who files a summons and complaint in an action to foreclose shall, in addition to the notice provided to the Borough of Bogota pursuant to Section 17 of P.L. 2008, c. 127 (c. 46:10B-51) or Section 2 of P.L. 2021, c. 444 (C. 40:48-2.12s2), register the residential or commercial property with the Borough as a property in foreclosure and, as part of that registration: (a) provide the Borough with the information regarding the creditor required by paragraph (1) of subsection a. of section 17 of P.L.2008, c.127 (C.46:10B-51) or paragraph (1) of subsection a. of section 2 of P.L.2021, c.444 (C.40:48-2.12s2); (b) identify the date the summons and complaint in an action to foreclose on a mortgage was filed against the subject property, the court in which it was filed, and the docket number of the filing; and (c) identify whether the property is vacant and abandoned in accordance with the definition in the ordinance required by sub-paragraph (f) of this subsection;
- (b) The creditor shall update the information provided to the Borough within ten (10) days of any change in in the name, address, or telephone number of the representative, agent, or individual authorized to accept service on behalf of a creditor required to register pursuant to the property registration program following the filing of the summons and complaint.
- (c) If the creditor is located out-of-State, an in-State representative or agent shall be appointed to act for the foreclosing creditor. An out-of-State creditor who fails to appoint an in-State representative or agent pursuant to this Chapter shall be subject to a fine of two thousand five hundred (\$2,500) dollars for each day of the violation. The aforesaid fine shall commence on the day after the 10-day period for providing notice to the municipal clerk that a summons and complaint in an action to foreclose on a mortgage has been served;
- (d) If the property shall become vacant and abandoned after being registered, as defined in sub-paragraph (f) of this sub-section, the creditor filing a summons and complaint in an action to foreclose shall



update the property registration with the municipality to reflect the change in the property's status;

- (e) The creditor filing a summons and complaint in an action to foreclose shall be responsible for the care, maintenance, security, and upkeep of the exterior of the property if the property is vacant and abandoned at any time while the property is registered with the property registration program;
- (f) A property shall be considered vacant and abandoned if it is not legally occupied by a mortgagor or tenant, which is in such condition that it cannot be legally reoccupied, because of the presence or finding of at least two of the following:
  - (i) overgrown or neglected vegetation;
  - (ii) the accumulation of newspapers, circulars, flyers, or mail on the property;
  - (iii) disconnected gas, electric, or water utility services to the property;
  - (iv) the accumulation of hazardous, noxious, or unhealthy substances or materials on the property;
  - (v) the accumulation of junk, litter, trash, or debris on the property;
  - (vi) the absence of window treatments such as blinds, curtains, or shutters;
  - (vii) the absence of furnishings and personal items;
  - (viii) statements of neighbors, delivery persons, or government employees indicating that the property is vacant and abandoned;
  - (ix) windows or entrances to the property that are boarded up or closed off, or multiple window panes that are damaged, broken, and unrepaired;
  - (x) doors to the property that are smashed through, broken off, unhinged, or continuously unlocked;
  - (xi) a risk to the health, safety, or welfare of the public or any adjoining or adjacent property owners due to acts of vandalism, loitering, criminal conduct, or the physical destruction or deterioration of the property;
  - (xii) an uncorrected violation of a municipal building, housing, or similar code during the preceding year, or an order by municipal authorities declaring the property to be unfit for occupancy and to remain vacant and unoccupied;
  - (xiii) the mortgagee or other authorized party has secured or winterized the property due to the property being deemed vacant and unprotected or in danger of freezing;
  - (xiv) a written statement issued by a mortgagor expressing the clear intent of all mortgagors to abandon the property; or
  - (xv) any other reasonable indicia of abandonment.



- (g) The Code Enforcement Officer for the Borough of Bogota shall be designated to enforce the provisions of this Chapter. In the case of a violation for failure to provide care, maintenance, security and upkeep to the exterior of a vacant and abandoned property, such notice shall require the person or entity to correct the violation within 30 days of receipt of the notice, or within 10 days of receipt of the notice if the violation presents an imminent threat to public health and safety.

**SECTION 2: AMENDMENT TO SECTION 9:11-5, ENTITLED “FEE SCHEDULE”**

Section 9:11-5 shall be amended, revised and supplemented as follows:

- A. *For all properties not subject to the provisions of Section 9:11-6, the initial registration of the property shall be two hundred fifty (\$250.00) dollars. Upon renewal of the registration for the second year, the registration fee shall be five hundred (\$500.00) dollars, renewal for the third year shall be one thousand (\$1000.00) dollars, renewal for the fourth year shall be two thousand five hundred (\$2,500.00) dollars, and for every year thereafter said registration fee shall be five thousand (\$5,000.00) dollars.*
- B. *For all properties subject to the provisions of Section 9:11-6, the registration of the property shall be two hundred fifty (\$250.00) dollars for the first year. Upon renewal of the registration for the second year and subsequent years, the registration fee shall be five hundred (\$500.00) dollars annually. If the property is vacant or abandoned, as defined in Section 9:11-6(f) of this Chapter, then an additional two thousand (\$2,000) dollar registration fee shall be paid annually.*

**SECTION 3: AMENDMENT TO SECTION 9:11-9, ENTITLED “VIOLATIONS”**

Section 9:11-9 is hereby amended, revised and supplemented as follows:

- a. *For all properties not subject to the provisions of Section 9:11-6, any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than \$100.00 and not more than \$2,000.00 for each offense. Every day that a violation continues shall*



constitute a separate and distinct offense. Fines assessed under this subsection shall be recoverable from the owner and shall be a lien on the property; and

- b. *For all properties subject to the provisions of Section 9:11-6, any creditor found to be in violation of the ordinance, with the exclusion of Section 9:11-6(c), shall be subject to a fine of one thousand five hundred (\$1,500) dollars for each day of the violation. Any fines imposed pursuant to this Section shall commence 31 days following receipt of the notice of violation, except if the violation presents an imminent risk to public health and safety, in which case any fines shall commence 11 days following receipt of the notice. No less than twenty (20%) percent of any money collected pursuant to this subsection shall be utilized by the Borough for municipal code enforcement purposes.*
- c. For purposes of this section, failure to file a registration statement within thirty (30) calendar days after a building becomes vacant property or within thirty (30) calendar days after assuming ownership of a vacant property, whichever is later, or within ten (10) calendar days of receipt of notice by the municipality, and failure to provide correct information on the registration statement, or failure to comply with the provisions of such provisions contained herein shall be deemed to be violations of this section.

#### **SECTION 4: SEVERABILITY.**

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



**SECTION 4: 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 5: EFFECTIVE DATE**

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

**INTRODUCTION:** February 15, 2024

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

✓

ATTEST:

APPROVED:

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_  
Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance adopted by the Borough of Bogota at a meeting held on February 15, 2024



## **BOROUGH OF BOGOTA**

### **INTRODUCTION**

#### **ORDINANCE NO. 1614**

BOND ORDINANCE TO AMEND SECTIONS 4.B AND 10 OF THE BOND ORDINANCE (ORD. NO. 1598) ENTITLED: "BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW COMMUNICATION AND SIGNAL SYSTEMS EQUIPMENT, NEW INFORMATION TECHNOLOGY EQUIPMENT AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE BOROUGH OF BOGOTA, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$1,900,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS," ADOPTED JUNE 8, 2023.

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BE IT ORDAINED by the Borough Council of the Borough of Bogota, in the County of Bergen, State of New Jersey, as follows:

Section 1. Section 4.B of Ordinance No. 1598 entitled:

"BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW COMMUNICATION AND SIGNAL SYSTEMS EQUIPMENT, NEW INFORMATION TECHNOLOGY EQUIPMENT AND NEW AUTOMOTIVE VEHICLES, INCLUDING ORIGINAL APPARATUS AND EQUIPMENT, IN, BY AND FOR THE BOROUGH OF BOGOTA, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$1,900,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS"

adopted by the Borough Council of the Borough of Bogota, in the County of Bergen, New Jersey (the "Borough") on June 8, 2023 (the



"Prior Ordinance") is hereby amended to (A) delete the acquisition of SUVs for the use of the Police Department from the purposes authorized, (B) add the undertaking of various improvements to the Hose 3 Fire House to the purposes authorized, and (C) increase the period of usefulness of the purposes authorized from 5 years to 7 years, and shall hereafter read as follows:

"[Section 4.]B. (i) Acquisition of new information technology equipment for the use of the Police Department consisting of a policy and procedures computer system and (ii) undertaking of various improvements to the Hose 3 Fire House.

Appropriation and Estimated Cost	\$	235,000
Down Payment Appropriated	\$	11,200
Bonds and Notes Authorized	\$	223,800
Period of Usefulness		7 years."

Section 2. Section 10 of the Prior Ordinance is hereby amended to increase the average period of usefulness of the purposes authorized from 10.71 years to 10.95 years (an increase of 0.24 years), and shall hereafter read as follows:

"Section 10. It is hereby determined and declared that the average period of usefulness of said purposes, according to their reasonable lives, taking into consideration the respective amounts of bonds or notes authorized for said purposes, is a period of 10.95 years computed from the date of said bonds."



Section 3. The capital budget is hereby amended to conform with the provisions of this amendatory bond ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

Section 4. This ordinance shall take effect twenty days after the first publication thereof after final passage.

**INTRODUCTION:** February 15, 2024

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

✓

ATTEST:

APPROVED:

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_  
Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance adopted by the Borough of Bogota at a meeting held on February 15, 2024





**BOROUGH OF BOGOTA**

**PUBLIC HEARING & ADOPTION**

**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:



<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
<b>Queen Anne Rd</b>	<b>East</b>	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:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
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:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
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:

<b>Name of Street</b>	<b>Side</b>	<b>Hours</b>	<b>Location</b>
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:

:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
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.

:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
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.

### **PUBLIC HEARING OPEN**

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

### **COMMENTS:**

### **PUBLIC HEARING CLOSED**

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



**ADOPTION:** February 15, 2024

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

✓

ATTEST:

APPROVED:

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_  
Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance adopted by the Borough of Bogota at a meeting held on February 15, 2024



**RESOLUTION # 2024-63**

**DATE: 02-15-2024**

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 – FAIRVIEW AVENUE**

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

**NJDOT LTPF FAIRVIEW AVENUE ROADWAY AND SEWER IMPROVEMENT  
PROJECT**

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

Dated: \_\_\_\_\_ Approved: \_\_\_\_\_  
Mayor

---

**CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk





## RESOLUTION # 2024-64

DATE: 02-15-2024

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)						

**ANNUAL APPOINTMENT OF MUNICIPAL REPRESENTATIVES TO  
BERGEN COUNTY COMMUNITY DEVELOPMENT REGIONAL COMMITTEES**  
(Revising R#2024-41 to: **FY 2023 Covering Period July 1, 2023, through June 30, 2024**)

**WHEREAS** the Borough of Bogota has entered into a three-year Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:65-1 et seq. and Title 1 of the Housing and Community Development Act of 1974; and

**WHEREAS**, said Agreement requires that the Municipal Council appoint a representative and alternate and that the Mayor appoint a representative and alternate for the FY 2023-2024 term starting July 1, 2023, and ending on June 30, 2024.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council hereby appoints **Council President Carpenter** as its representative and **Councilman McHale** as its alternate and that the Mayor hereby appoints **Borough Administrator** as his/her representative and **Councilman Robbins** as his/her alternate to serve on the Community Development Regional Committee for FY 2023-2024; and

**BE IT FURTHER RESOLVED** that an original, certified copy of this resolution be immediately emailed to Robert G. Esposito, Director; Bergen County Division of Community Development; One Bergen County Plaza, Fourth Floor; Hackensack, New Jersey 07601 | resposito@co.bergen.nj.us **as soon as possible and no later than Friday, February 9, 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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



## RESOLUTION # 2024-65

DATE: 02-15-2024

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)						

### Authorizing the Application to the NJ Clean Energy Program Community Energy Planning Grant Program

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

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

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

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

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

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

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

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

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

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk

### Applicant Certification

The undersigned warrants, certifies, and represents that:

I, (Daniele Fede am the Mayor of the Applicant, Borough of Bogota , and have been duly authorized to file this Applicant Certification on behalf of my municipality; and

I hereby warrant and certify that the information provided in this application package has been personally examined by me, is true, accurate, complete, and correct to the best of my knowledge based on information personally known to me or upon reasonable inquiry of individuals with such knowledge; and

I, on behalf of the municipality named herein, acknowledge that certain information in this application is subject to disclosure under the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., and that confidential sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and

I, on behalf of the municipality named herein, acknowledge that **submission of false information may be grounds for denial of this application, and if any of the foregoing statements are willfully false, am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality: \_\_\_\_\_

County of: \_\_\_\_\_, State of New Jersey

State of New Jersey )

County of : \_\_\_\_\_ ) ss.

City of: \_\_\_\_\_ )

**This Applicant Certification was sworn to and subscribed before me on this**

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

[SEAL]

\_\_\_\_\_  
Notary Signature

[STAMP]



## RESOLUTION # 2024-66

DATE: 02-15-2024

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)						

### Governor's Council on Alcoholism and Drug Abuse Fiscal Grant Cycle July 2020-June 2025

#### FORM 1B

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

**WHEREAS**, The Borough Council of the Borough of Bogota, County of Bergen, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

**WHEREAS**, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

**WHEREAS**, the Borough Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Bergen;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Bogota, County of Bergen, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of a strategic plan for the Bogota Municipal Alliance grant for fiscal year 2024 in the amount of:

GACADA grant	\$ 3836.33
Cash Match	\$ 959.08
In-Kind	\$ 2877.25



## **RESOLUTION # 2024-66**

**DATE: 02-15-2024**

2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: \_\_\_\_\_  
*Daniele Fede, Mayor/Head of Governing Body*

### **CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, County of Bergen, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Borough Council on this 15<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
*Yenlys Flores-Bolivard, Municipal Clerk*



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE  
PO Box 345  
TRENTON, NEW JERSEY 08625-0345

NEIL VAN ESS  
*Acting Chairman*

CELINA LEVY  
*Executive Director*

### FY 2025 LETTER OF INTENT

January 22, 2024

Revised Date: 01/25/24

Version Number: 3

Marlene Jaipersaud  
375 Larch Ave  
Bogota, New Jersey 07603

Dear Marlene Jaipersaud:

#### **Governor's Council on Alcoholism and Drug Abuse (GCADA) Grant**

Bergen County is announcing its intention to provide a grant to Bogota Borough municipality for the Fiscal Year (FY) 2025 Alliance to Prevent Alcoholism and Drug Abuse Program. The allocation for FY 2025, including coordination funds, is \$3,836.33. The required cash match is \$959.08 and the required in-kind match is \$2,877.25. The applicant agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the match is met.

The grant period will begin 07/01/24 and continue through 06/30/25. This letter of intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

Municipal Alliance coordination funds are included in your funding award. Municipalities may take up to 15% of their GCADA award for coordination. The total amount of coordination funds available for your Municipal Alliance for FY 2025 is \$575.45. Municipal Alliance spending plans will be approved by the County and GCADA in accordance with established grant guidelines.

The municipality agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the matching requirement is met.

All funds will be reimbursed to the municipality after receipt and acceptance of the required expenditure reports, programmatic reports and vouchers including supporting backup documentation.

The submission and approval of the Municipal Alliance Plan will be required to access these funds. Plans must be submitted to County Alliance Coordinator by 03/31/24. *Plans received past the due date will not be assured of approval by the start of the grant term.*

The Municipality's continued cooperation and support are appreciated.

Sincerely,

Shelby Klein

C: Leidy Suriel, Bergen County Alliance Coordinator

## Governor's Council on Alcoholism and Drug Abuse

### STATEMENT OF ASSURANCES

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989, c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
3. The activities proposed herein identify and address identified logic model problem sequence.
4. The Municipal Alliance Committee has been consulted in the development of this strategic plan.
5. The proposed project is designed to be one component within a larger context of planning for alcoholism and drug abuse prevention, education and intervention in the community.
6. The proposal includes provisions for the training of key alliance members. The municipal alliance shall consult with the County Alliance Steering Subcommittee to plan such training.
7. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
8. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C.531 be duplicated.
9. The municipality shall provide data to the Governor's Council on Alcoholism and Drug Abuse for the purpose of evaluating the effectiveness of the projects funded by this grant program.
10. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by its County Alliance Steering Subcommittee.
11. The municipality shall keep such records and provide such information to the Governor's Council on Alcoholism and Drug Abuse and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
12. In the event that a final audit has not been performed prior to the closeout of the grant, GCADA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
13. The municipality agrees that in the event that the matching requirement is not met, the county government will only reimburse the GCADA Grant Fund expenses in portion to the percentage of Cash Match and In-Kind that was expended/documented.
14. The facts, figures and representations made in this strategic plan, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

## Governor's Council on Alcoholism and Drug Abuse

### **FISCAL REQUIREMENTS**

In accepting this grant, it is understood that the grantee agrees to abide by the following rules and conditions:

1. The applicant agrees to develop a comprehensive plan to provide matching funds equivalent to the amount of the award.
2. The applicant agrees to submit full and complete records on the manner in which the community intends to acquire matching funds in accordance with County Steering Subcommittee regulations.
3. The applicant agrees to submit detailed and accurate accounting of the expenditures to the funding source in accordance with County Steering Subcommittee regulations.
4. The applicant agrees to submit periodic reports of the progress made in accomplishing the purpose of the grant and the method adopted to satisfy the fundraising goals as requested by the County Alliance Steering Subcommittee.
5. The applicant agrees not to use any of the funds to directly influence legislation or the outcome of an election or to undertake any activity for any purpose foreign to the purpose of this grant.
6. The applicant agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the matching requirement is met.
7. The applicant agrees that if an Alliance does not fully expend their GCADA Grant funding in a grant year, the 25% cash match and 75% in-kind matching requirement will be based upon the actual level of GCADA Grant expenditures within the grant year.
8. The applicant agrees that if the GCADA Grant funding is fully expended but the cash match and in-kind requirement is not met, the County government will not fully reimburse the municipal GCADA Grant expenses.
9. At the end of the fiscal year in which this grant falls, the applicant shall submit a financial statement explaining its use as well as any statistics and narrative which will indicate what this grant has accomplished in accordance with County Alliance Steering Subcommittee regulations.
10. The municipality or lead municipality will maintain information required about cash and in-kind match.





## RESOLUTION # 2024-67

**DATE: 02-15-2024**

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)						

**AUTHORIZING A CONTRACT WITH MILLENNIUM COMMUNICATION GROUP, INC.,  
UNDER THE NASPO VALUE POINT CONTRACT NUMBER NJ-21-TELE-01506 FOR VOIP,  
WIFI, ISP CABLING SOLUTION FOR THE BOGOTA PUBLIC LIBRARY IN THE AMOUNT  
NOT TO EXCEED \$9,415.14**

**WHEREAS**, the Borough of Bogota Public Library wishes to upgrade the telephone system and Millennium Communication Group, Inc., 11 Melanie Lane, Unit 13, East Hanover NJ 07936 is an approved vendor under NASPO Value Point Contract #NJ-21-TELE-01506

**WHEREAS**, the Library Director has spoken with the Chief Financial Officer and the CFO has recommended the use of this NASPO Value Point Contract in an amount not to exceed \$9,415.14; now

**THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Bogota that the Council hereby authorizes and approves the award of a contract for the purchase of VOIP, WIFI, and ISP Cabling Solution for the Bogota Public Library, to Millennium Communication Group, Inc., 11 Melanie Lane, Unit 13, East Hanover NJ 07936, in an amount not to exceed \$9,415.14.

### **CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Chief Financial Officer of the Borough of Bogota, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
Gregory Bock, CFO		Date

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 02-15-2024.

Yenlys Flores-Bolivar, Municipal Clerk





*One Point of Contact.  
Endless Possibilities.*

SPIN - 143007785  
Federal GSA - GS-35F-0220R  
NJ WSCA 87720  
NJ State Wiring 88740  
HCECTEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

February 1st, 2024  
Borough of Bogota  
375 Larch Avenue  
Bogota, New Jersey 07603  
Attn: Hector Liriano

**RE: Library New Cabinet and Equipment Move**

Thank you for allowing Millennium Communications Group Inc. (MCG) the opportunity to provide you with pricing for the Library new cabinet and equipment move. Please review the below for further detail and pricing.

**Scope of Work:**

- New Cabinet
  - 18U CAB WALL MNT CABLESALE WALL CAB, 18U
  - Rack Mount power strip 15amps, 9outlets
  - 1RU rack shelf, fan kit, plywood
- New UPS
  - APC Smart-UPS X 900 Watts 1000VA Rack/Tower LCD 120V with SmartConnect Port
  - APC Smart-UPS X-Series External Battery Pack Rack/Tower 48V, 864VAh, rackmount, 2U
- Corning rack mount splice and termination shelf
- LC Single Mode Unicam Ceramic, OS2 Blue Boot
- Panduit Cat6 Plenum
- CAT6 Patch Cabels
- Remove & Reinstall existing equipment
- Extend all exisitng cat6 cable form old cabinet to new cabinet
- Re-Terminate 6ct fiber



*One Point of Contact.  
Endless Possibilities.*

SPIN - 143007785  
Federal GSA - GS-35F-0220R  
NJ WSCA 87720  
NJ State Wiring 88740  
HCECTEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

**Project Totals: \$9,415.14**

If there is anything further that I can help you with, or if you have any additional questions, please feel free to reach out to me by telephone at (973) 296.4978 and by email at [lcassel@millenniuminc.com](mailto:lcassel@millenniuminc.com). I look forward to a long-standing relationship with you and your organization.

Sincerely,

*Lauren Cassel*

Account Manager





*One Point of Contact.  
Endless Possibilities.*

SPIN - 143007785  
Federal GSA - GS-35F-0220R  
NJ WSCA 87720  
NJ State Wiring 88740  
HCECCTEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

**Exclusions & Assumptions**  
**Engineering & Design Services**  
**Permits and Associated fees**  
**Environmental Evaluation**

- Handling or removal of asbestos
- Customer to supply all IP address and network information required for programming to MCG prior to installation. Preferably at the same time when the purchase order is sent.
- Customer to confirm that any and all existing servers and workstations meet the requirements of the video management system specified in the above proposal. If any existing equipment does not meet the specifications, it will be up to the customer to upgrade that equipment prior to this installation.
- All new equipment is to be installed in existing server/equipment cabinets.
- Customer to supply internet connection for remote access.
- Customer is responsible for Firewall / VPN configurations if required
- All work is to be completed during normal business hours of 8:00am to 5:00pm unless otherwise specified in proposal.
- Any work done outside of the above hours / scope of work will be charged back to the customer at an overtime or emergency rate to be determined at the time of the job.
- An Environmentally safe location / staging area at or near the site will be provided by others.
- Customer representatives will be present during all work efforts to provide access to work locations.
- All existing or new conduits are to contain pull string or equivalent if installed by others. If there is no pull string or equivalent existing and new pull string has to be installed, this will be considered a change order and change order approval document will be provided to the customer for approval prior to any further work being completed.
- No allowance has been made for any type of surface mount raceway or pipe.
- No allowance has been made for design and layout of cable pathways. If design and layout services are required for this project and will be offered at the current going rate per hour, as a change request to the original scope of services.
- It is assumed that all areas contain adequate dropped ceiling access for the purpose of placing cables.
- Any connectivity required that is not identified in the drawings or the written scope of work as per this proposal, has not been provided for.
- Proposal does not include any troubleshooting or repair of existing cameras, door controllers, cabling, connectors, patch cords or any other devices not specified in the above proposal. If current customer has a valid Millennium MMS contract, then troubleshooting or repair work time will be applied to that contract.
- If escorts are required for this project it is assumed that they will be provided by others, without cost to MCG and in sufficient numbers so as not to impede progress with this installation.
- MCG cannot take responsibility for any head-end equipment malfunctions as a result of service by others. MCG will make repairs to head-end -equipment, if necessary, at an additional fee.
- A Remobilization fee will be applied to any and all jobs due to a job shut down beyond the control of Millennium.
- All existing equipment to be incorporated into the new work is operational and suitable for the intended purpose.
- No allowance has been made for any Indoor or Outdoor lift rentals.
- No allowance has been made for any wall or floors penetrations.
- No allowance has been made for X-rays of concrete walls and floors prior to making any penetrations.
- No allowance has been made for painting, patching or repair of existing surfaces.
- No allowance has been made for installation of lighting required for proper operation of Surveillance Cameras.
- No allowance has been made for fire stopping of any and all existing penetrations unless otherwise specified in the above proposal.



*One Point of Contact.  
Endless Possibilities.*

SPIN - 143007785  
Federal GSA - GS-35F-0220R  
NJ WSCA 87720  
NJ State Wiring 88740  
HCECTEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

- Millennium Communications is responsible for fire stopping any and all penetrations performed by us and not others.
- Fire stopping of any and all existing penetrations can be completed as a change request to the original scope of services.
- No area in which work is to be completed is classified as hazardous or explosive
- Any and all equipment provided by Millennium Communications is backed by the manufacturer's standard warranty. Any and all labor associated with the failure of equipment installed by Millennium will be charged back to the customer at a rate to be determined at the time of the repair.
- If the customer has a formal review process for the installation of anything specified in the above proposal please bring it to the attention of Millennium Communications prior to the project starting. Once the project has started any changes requested by the customer will need to be in writing and reviewed by the customer and Millennium. A formal change order proposal will then be provided to the customer for review and approval





*One Point of Contact.  
Endless Possibilities.*

SPIN - 143007785  
Federal GSA - GS-35F-0220R  
NJ WSCA 87720  
NJ State Wiring 88740  
HCECSTEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

### **Standard Terms & Conditions**

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)

Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.

All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.

Permits, fees, Environmental evaluation and inspections are the responsibility of others.

Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.

Cancelled orders will incur a 30% restocking charge.

Equipment identified as custom order is not returnable and must be paid for in full

Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.

Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.

Changes to this contract shall not affect above payment schedule.

All work will be performed by IBEW Teledata technicians during normal business hours. No allowance has been made for restricted work hours.

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work.

ANY additional work will be done by executing a CHANGE ORDER.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.



*One Point of Contact.  
Endless Possibilities.*

SPIN - 143007785  
Federal GSA - GS-35F-0220R  
NJ WSCA 87720  
NJ State Wiring 88740  
HCESCTEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

### Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

**Please include a copy of your ST-4 tax exempt form.**

---

Signature	Print Name	Title	Date
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Please fax to (973) 503- 0111





**RESOLUTION # 2024-68**

**DATE: 02-15-2024**

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)						

**Shared Services Agreement**  
**Employee Assistance Program (EAP)**

See attached.

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



# **SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN  
AND  
BOROUGH OF BOGOTA**

**FOR:**

**THE PROVISION OF EMPLOYEE ASSISTANCE  
PROGRAM (EAP) SERVICES THROUGH  
THE COUNTY OF BERGEN**

**BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES**

Approved by Bergen County Resolution No. \_\_\_\_\_ Dated \_\_\_\_\_  
Approved by BOROUGH OF BOGOTA Resolution No. \_\_\_\_\_ Dated \_\_\_\_\_

**SHARED SERVICE AGREEMENT  
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**THIS AGREEMENT** ("AGREEMENT") made and entered into this **1st day of January 2024** ("Effective Date"), is by and between:

**THE COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, City of Hackensack, County Bergen, State of New Jersey, 07601 (hereinafter referred to as "COUNTY"); and

**THE BOROUGH OF BOGOTA** a body politic and corporate of the State of New Jersey, with administrative offices located at 375 Larch Ave, Bogota, County of Bergen, State of New Jersey 07603-1067 (hereinafter referred to as the "LOCAL ENTITY").

WITNESSETH:

**WHEREAS**, the LOCAL ENTITY has a need for Employee Assistance Program (EAP) Services for its municipal workforce; and

**WHEREAS**, the COUNTY has entered into a contract with an accredited third-party vendor, ("Contractor") to provide EAP Services to COUNTY employees as well as other LOCAL ENTITY employees within its borders; and

**WHEREAS**, the LOCAL ENTITY wishes to enter into this Shared Services Agreement with the COUNTY for Contractor to provide EAP Services for its workforce; and

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, *et seq.*); and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, the COUNTY and the LOCAL ENTITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits.

**NOW, THEREFORE, IT IS AGREED** by and between the LOCAL ENTITY and the COUNTY as follows:

- I. APPOINTMENT.** The COUNTY is hereby appointed and retained to provide EAP Services through its Contractor.
- II. TERM.** The term of this Agreement be for ONE (1) Year and shall commence on **01/01/2024** in accordance with the terms and conditions of this Agreement, terminating on **12/31/2024**.
- III. TERMINATION OF AGREEMENT.** The COUNTY may terminate this Agreement, at any time during the term thereof, by giving of thirty (30) days written notice, to the LOCAL ENTITY.

The LOCAL ENTITY may terminate this Agreement, at any time during the term thereof, by the giving of thirty (30) days written notice, to the COUNTY.

**IV. SCOPE OF EMPLOYEE ASSISTANCE PROGRAM SERVICES**

- a. Contractor will provide immediate access, 24 hours a day, 365 days a year, to an MD, PhD, RN, or another licensed mental health professional for the provision of Emergency Consultation; Referral, Conflict Resolution; Support Services; Problem Solving; Professional Coaching; and Critical Incident Intervention
- b. Intervention Strategies will provide 24-hour specialized consultation for employees, family members, and significant others needing information and referral services in the following areas:
  - Information regarding hospitals, health centers, nursing care, senior citizen centers, and drug/alcohol rehab facilities, elder care, and day care
  - Alcohol and drug problems
  - Personal and family wellness counseling
  - Anger management
  - Depression and suicidal ideation
  - Employee conflicts
  - Concern for fellow employees, employment issues, loss of job/outplacement, and relocation counseling for employees
  - Addictive behaviors, compulsive shopping, and gambling
  - Hospice care/coping with the terminally ill, loss of a loved one

- Critical incidents
  - Prevention and intervention of workplace violence
  - Emergency services to employee and/or family members who are overseas
  - Day-to-day challenges
- c. Contractor will provide 24-hour consultation for managers, supervisors, and/or leaders who may need help from a qualified professional in the following areas:
- Interpersonal employee conflicts, concerns about employees
  - Absenteeism, performance and productivity problems
  - Health issues, work stress-related issues
  - Interdepartmental issues
  - Assistance with critical incidents, i.e., death of employee, employee conflicts, etc.

## **V. COMPENSATION**

- a. The LOCAL ENTITY shall pay Twenty-two dollars and twenty-five cents (**\$22.25**) per each employee of the LOCAL ENTITY, per year, for the above Employee Assistance Program Services. The COUNTY will provide the LOCAL ENTITY with invoices for payments on an annual basis, with LOCAL ENTITY required to provide two payments; the first payment no later than May 15<sup>th</sup> and the second no later than November 30<sup>th</sup> of each year.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the New Jersey Department of Insurance and Department of Community Affairs.

## **VI. DISPUTE RESOLUTION**

- a. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- b. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter, or one party determines in its sole discretion that its interests are not being served by the mediation.

- c. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- e. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

**VII. COUNTY REPRESENTATIVE.** COUNTY representative will be Hansel Asmar, Director/Health Officer. The COUNTY shall not permanently change its designated representative without written notification to the LOCAL ENTITY.

**VIII. GOVERNING LAW/VENUE/CONSTRUCTION.** This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.

**IX. MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both the LOCAL ENTITY and the COUNTY.

**X. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. 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.

**XI. NO WAIVER.** No waiver of any term, provision, or condition contained in this Agreement, nor any reach of any such term, provision, or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

**XII. CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

**XIII. NO ASSIGNMENT.** This Agreement shall not be assigned by the COUNTY without the specific written consent of the LOCAL ENTITY.

**XIV. INDEMNIFICATION AND HOLD HARMLESS.** The COUNTY shall indemnify and hold harmless the LOCAL ENTITY from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the COUNTY, its employees and agents in connection with any activities undertaken by the COUNTY, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against the LOCAL ENTITY, based upon any act or omission of the COUNTY, its affiliates and successors, shall not be the responsibility of the LOCAL ENTITY, and the COUNTY shall hold the LOCAL ENTITY harmless from same;

The LOCAL ENTITY shall indemnify and hold harmless the COUNTY from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the LOCAL ENTITY, its employees and agents, in connection with all activities undertaken by the LOCAL ENTITY pursuant to this Agreement. It is the intention of the Parties that any claim for relief of any type being asserted against the COUNTY based upon any act or omission of the LOCAL ENTITY, shall not be the responsibility of the COUNTY, and the LOCAL ENTITY shall hold the COUNTY harmless from same;

**XV. NOTICE.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

**If to COUNTY:**

**Director/Health Officer**

Bergen County Department of Health Services  
One Bergen County Plaza, 4<sup>th</sup> Floor Hackensack,  
New Jersey 07601

**With a copy to:**

**Bergen County Counsel**

County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, New Jersey 07601

**If to the LOCAL ENTITY:**

**CLERK, BOROUGH OF BOGOTA**

375 Larch Ave  
Bogota, NJ 07603-1067

**XVI. AUTHORIZATION.** All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

**XVII. COOPERATION OF THE PARTIES.** In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

**XVIII. 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.

- XIX. RELATIONSHIP OF THE PARTIES.** Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- XX. NON-DISCRIMINATION.** The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- XXI. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- XXII. RECITALS.** The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.
- XXIII. EMPLOYMENT RECONCILIATION.** Both Parties agree that no employees are intended to be transferred pursuant to this Agreement, and none of the Employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.

[Signature Page to Follow]

**IN THE WITNESS WHEREOF**, the Parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

\_\_\_\_\_ **total number of BOROUGH OF BOGOTA employees x \$22.25 per employee = \$**  
\_\_\_\_\_

**BOROUGH OF BOGOTA  
SIGNATURES BELOW:**

ATTESTING SIGNATURE:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AUTHORIZED SIGNATURE:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF BERGEN  
SIGNATURES BELOW:**

ATTESTING SIGNATURE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AUTHORIZED SIGNATURE:

By: \_\_\_\_\_

James J. Tedesco, III, County Executive

Or: \_\_\_\_\_

Thomas J. Duch, Esq.

County Administrator/County Counsel

Date: \_\_\_\_\_



## RESOLUTION # 2024-69

DATE: 02-15-2024

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)						

### Authorization to Advertise - Building Department Part-Time Assistance

**WHEREAS**, the Building Department of the Borough of Bogota advised the need to hire a part-time assistant; and

**WHEREAS**, the part-time assistant would not exceed 20 hours per week and shall be compensated according to the salary ordinance; and

**WHEREAS**, responsibilities include interacting with the public, processing permit and zoning permit applications, data entry, scheduling sub-code inspections and general assistance to the Construction Official and Building Department; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council authorized the advertisement for the position at a meeting held on February 1, 2024.

**Be it further** resolved that the necessary steps be taken to initiate the recruitment process, including drafting and posting the job advertisement, conducting interviews, and selecting a suitable candidate for the position.

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



**RESOLUTION # 2024-70**

**DATE: 02-15-2024**

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)						

**Reappoint Plumbing Inspector – Ernest Tedesco**

**WHEREAS**, Ernest Tedesco has served as the Borough's Plumbing Subcode Official for his term from February 4, 2021 through February 3, 2024; and

**WHEREAS**, the need exists for the appointment of a plumbing subcode official pursuant NJAC 5:23-4.3 and 4.4, which mandate the Borough maintain a construction code enforcing agency, with a construction official and various subcode officials;

**WHEREAS**, NJSA 52:27D-126 mandates that all appointments be for a four year term and Michael Quercia has the requisite licensing to qualify for re-appointment;

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

1. The Mayor's re-appointment of Ernest Tedesco as the Borough's plumbing subcode official is confirmed for a four year term from February 4, 2021 to February 3, 2024 at an annual salary determined by the Borough Salary Ordinance.
2. The Borough Clerk shall send a certified copy of this resolution to Mr. Tedesco and to the Department of Community Affairs, Bureau of Regulatory Affairs, PO Box 816, Trenton, NJ 08625 within 7 days of the date of this resolution
3. A copy of this resolution be kept on file in the Borough Clerk's office and is available for public inspection during regular business hours.

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



## RESOLUTION # 2024-71

DATE: 02-15-2024

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)						

**UNIFORM SHARED SERVICES AGREEMENT  
BETWEEN  
MID-BERGEN REGIONAL HEALTH COMMISSION  
AND  
THE BOROUGH OF BOGOTA  
FOR LOCAL PUBLIC HEALTH SERVICES**

Pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., the entities identified herein agree to the following terms and conditions:

**THIS AGREEMENT** is made by and between the Borough of Bogota (herein after, the **Recipient**) and Mid-Bergen Regional Health Commission (herein after, the **Provider**) entered into on this first day of January, 2024.

**THIS AGREEMENT**, pursuant to the provisions of the Local Health Services Act, N.J.S.A. 36:3A2-1 et seq., shall be for the purpose of ensuring a public health program in accordance with N.J.S.A. 40:8A1 et seq. and N.J.S.A. 26:3A2-1 et seq. and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

THIS AGREEMENT shall adhere to all applicable local ordinances.

**A. ADMINISTRATION**

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.



## **RESOLUTION # 2024-71**

**DATE: 02-15-2024**

4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health, program meeting the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, with the Recipient municipality.
6. The Health Officer shall lead the investigation of public health emergencies within the Recipient's municipality.
7. The Provider and its Health Officer shall respond 24/7/365 with a 3-by-3 redundancy/back-up (3 staff with 3 means of contact) for all public health emergencies.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental health specialists, health educators and any others as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, and Licensure of Persons for Public Health Positions, N.J.A.C. 8:7.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future health department employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's health department with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer, or his designee, shall attend regular and special meetings of the Recipient's Board of Health, and shall report on relevant public health activities at that time.



**RESOLUTION # 2024-71**

**DATE: 02-15-2024**

**B. SERVICES:**

1. Health Officer on an as needed basis; child health clinic (i.e. for uninsured/underinsured children); and nursing supervision.
2. Registered Environmental Health Specialist - 14 hours/week

**C. FINANCIAL TERMS:**      \$37,396 per annum equal to \$9,349 quarterly payments

The Mid-Bergen Regional Health Commission shall supply the terms described herein from January 1, 2024 through December 31, 2024.

FOR: Mid-Bergen Regional Health Commission

Date

---

---

FOR: Borough of Bogota

Date

---

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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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



## RESOLUTION # 2024-72

DATE: 02-15-2024

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 RESOLUTION AUTHORIZING SUBMISSION OF SUSTAINABLE JERSEY F& PSEG FOUNDATION GRANT APPLICATION**

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Borough of Bogota strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS**, the Borough of Bogota is participating in the Sustainable Jersey Program; and

**WHEREAS**, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

**THEREFORE**, the Mayor and Borough Council of Bogota has determined that the Borough should apply for the aforementioned Grant.

**THEREFORE, BE IT RESOLVED**, that the Mayor and Borough Council of Bogota, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant.

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk





(/sp/psegmunigrants)

## Municipal Grant Proposal ▾

[Close \(/sp/workflow/psegmunigrants?path=60506043\)](/sp/workflow/psegmunigrants?path=60506043)

**Please complete all required fields marked with a red \***

You can save as a draft and return later to complete by clicking **"Save Draft"** at the bottom of the page.

When you are ready to submit this step, please click the **blue "Mark as Complete"** button at the bottom of the page.

You may encounter a **pop-up window** when you click on links within the application form--please note that all links within the application are for pages and files from the Sustainable Jersey for Schools website which are safe and secure.

### Application Year:

**View Only Field - Automatically Populated**

2024

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## I. Requested Funding Amount

Before moving forward with the application, you must first select the grant amount that you are applying for. This will populate the form with questions specific to that grant.

### Which grant are you applying for?

\$20,000

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## II. Sustainable Jersey Grant History

### How it Affects Eligibility

Municipalities are able to have two grants open at one time--one "large" grant of \$5,000 or more and one "small" grant of \$2,000. If a municipality currently has an open large grant, then it is unable to apply for another large grant until their previously-awarded grant is closed. However, the municipality can apply for a new small grant and vice-versa.

### Outstanding Grants

However, if the previously-awarded grant is considered outstanding, then the municipality is unable to apply for any additional grants until that grant is closed. A previous grant is considered outstanding if it is open past the original deadline for closing out the grant. Typically, they are grants that are two program years old. So, for this cycle, any grants from 2022 and earlier are considered outstanding. This is still the case even if the grant was given an extension--it must be closed out before the municipality is eligible to apply for any new grants.

### What to Do to Become Eligible

If your municipality currently has an open or outstanding grant affecting its eligibility, it can be closed out as long as the project is finished (with all of the grant funding spent) by submitting a final report. More information on the grant's reporting requirements can be found here (<https://www.sustainablejersey.com/grants/grant-recipient-information/reporting-requirements/>) and links to all of the final reports forms are available here (<https://www.sustainablejersey.com/grants/grant-recipient-information/reporting-forms/>). Sustainable Jersey staff must approve the final report in writing in order for the grant to be closed out.

Sustainable Jersey staff will notify the primary application contact of municipalities with open and outstanding grants affecting their eligibility during the application's eligibility pre-screening process. There is a good chance open or outstanding grants can be closed out in time for a grant application to be considered as long as the project will be completed, and a final report submitted, by mid-March.

**Does your municipality have any open Sustainable Jersey grants?**

No

You are eligible to apply for a large (\$10,000 or \$20,000) and/or small (\$2,000) grant in the 2024 Sustainable Jersey Grants Program cycle funded by the PSEG Foundation.

If you need more information on your municipality's open Sustainable Jersey grants, contact Kaitlyn Vollmer at [grants@sustainablejersey.com](mailto:grants@sustainablejersey.com) or at 609-771-3189. She can tell you how your grant affects your eligibility and what options you have to close it out.

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### III. Applicant Information

Search for your municipality name via the search bar and this information will auto-fill. Please note that municipalities with the same name may have to try clicking on more than one name before finding the one assigned to the correct county.

**Search Municipality Name**

Will auto-populate municipality name and county

Bogota Boro

**Applicant Name**

**County**

**Municipality Employer Identification Number (EIN)**

Please do not includes any dashes ( - ).

226001675

---

### IV. Application Contacts

**a. Mayor**

**Mayor Name**

Daniele Fede

**Mayor Phone**

Please do not includes any dashes ( - ).

2017992125

**Extension Number (if applicable)****Mayor Email**

dfede@bogotaonline.org

---

**b. Fiscal Contact**

**NOTE:** *The fiscal contact must be a person (typically the Business Administrator) authorized to manage official municipal funds*

**Fiscal Contact Name**

Greg Bock

**Fiscal Contact Title**

Chief Financial Officer

**Fiscal Contact Phone**

Please do not includes any dashes ( - ).

2013421736

**Extension Number (if applicable)**

221

**Fiscal Contact Email**

cfo@bogotaonline.org

**Fiscal Contact Mailing Address**

Bogota Borough Hall  
375 Larch Avenue  
Bogota, New Jersey  
07603

---

**c. Media Contact**

**NOTE:** *While not required, we encourage you to choose someone to be responsible for the promotion of your project with the community and news outlets*

**Media Contact Name**

Ray Dwyer

**Media Contact Title**

Borough of Bogota Webmaster

**Media Contact Phone**

Please do not includes any dashes ( - ).

2013421736

Extension Number (if applicable)

Media Contact Email

---

## V. Grant Proposal

Please make sure to carefully review the Evaluation Criteria

([https://www.sustainablejersey.com/fileadmin/media/Grants\\_and\\_Resources/Small\\_Grants/PSEG/Application\\_Information\\_Packets/Evaluation\\_Criteria.pdf](https://www.sustainablejersey.com/fileadmin/media/Grants_and_Resources/Small_Grants/PSEG/Application_Information_Packets/Evaluation_Criteria.pdf)) that the Selection Committee will use when evaluating your proposal.

### a. Project Title and Brief Description (100 word limit)

Provide a name for the proposed project and a short description. The description should focus on a specific effort that the grant will be used to support. This description will be used in program reports and communications materials.

**IMPORTANT NOTE REGARDING ENERGY-RELATED PROJECTS:** View the Energy-Related Projects section of the Application Information Packet

([https://www.sustainablejersey.com/fileadmin/media/Grants\\_and\\_Resources/Small\\_Grants/PSEG/Application\\_Information\\_Packets/PSEG\\_Municipal\\_Application\\_Information\\_Packet.pdf](https://www.sustainablejersey.com/fileadmin/media/Grants_and_Resources/Small_Grants/PSEG/Application_Information_Packets/PSEG_Municipal_Application_Information_Packet.pdf)) to find resources for these types of projects.

#### Project Title

Community Stormwater Drain Improvement Project

#### Project Description

The adopt-a stormwater drain initiative in Bogota seeks to engage residents to volunteer and maintain designated drains, fostering cleaner waterways in our community. Through just 15 minutes of effort twice monthly, participants can prevent debris buildup, track collected waste, and inspire community involvement. Additionally, this project will include the upgrade of catch basins within the Borough in significant need of improvement. Ultimately, this project will not only enhance water quality, but also cultivate a sense of pride and cooperation amongst our diverse residents, strengthening community bonds, and promoting environmental stewardship for a healthier, more vibrant Borough.

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### b. Action Plan & Timeline

Create an outline of the specific steps your team will take to complete the proposed project. These steps include project planning, implementation, community engagement, promotional activities and evaluation. Identify the target completion date for each step to ensure the project can be accomplished by the end of the grant performance period. Ribbon cutting ceremonies or milestone events should be identified. An action plan template is available for download as a word document here ([https://www.sustainablejersey.com/fileadmin/media/Grants\\_and\\_Resources/Small\\_Grants/Templates/Action\\_Plan\\_and\\_Timeline\\_Templates/Sustainable\\_Jersey\\_Action\\_Plan\\_Template.pdf](https://www.sustainablejersey.com/fileadmin/media/Grants_and_Resources/Small_Grants/Templates/Action_Plan_and_Timeline_Templates/Sustainable_Jersey_Action_Plan_Template.pdf)) and as a Google Doc here. (<https://drive.google.com/file/d/1cLcOETRKnOETTiQsnvKTu4Upy2rJbID0/view?usp=sharing>) If using the Google Doc version, please note that it is *View Only* and that you will need to make sure to copy the form by clicking *File* and then *Make a copy* in order to be able to edit (fill out) the form.

Adjustments can be made to the timeline after the grant is awarded. *Applicants may not submit for reimbursement for a project underway or already completed. Efforts funded by the grant should not start until after the grant announcement event in **late May**. Planning steps can occur beforehand.*

**Promotion of the grant should include both the Sustainable Jersey**

([https://www.sustainablejersey.com/fileadmin/media/images/about/SNJ\\_CertifiedLogo\\_rgb.png](https://www.sustainablejersey.com/fileadmin/media/images/about/SNJ_CertifiedLogo_rgb.png)) and PSEG Foundation

([https://www.sustainablejersey.com/fileadmin/media/images/Funders/PSEG\\_Foundation\\_Logo.jpg](https://www.sustainablejersey.com/fileadmin/media/images/Funders/PSEG_Foundation_Logo.jpg)) logos. Examples of promotion materials recognizing the funders can be found here

([https://www.sustainablejersey.com/fileadmin/media/Grants\\_and\\_Resources/Small\\_Grants/PSEG/Templates/Examples\\_of\\_PSEG\\_Project\\_Signage.pdf](https://www.sustainablejersey.com/fileadmin/media/Grants_and_Resources/Small_Grants/PSEG/Templates/Examples_of_PSEG_Project_Signage.pdf))

#### Action Plan & Timeline

Sustainable\_Jersey\_Action\_Plan\_Template (1).pdf 

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## c. Budget Narrative and Detailed Project Budget

The purpose of the Budget Narrative is to explain what the grant funds will be used for. The Detailed Project Budget is an itemized list of all project expenses by category.

A sample budget template is available as a downloadable excel sheet here

([https://www.sustainablejersey.com/fileadmin/media/Grants\\_and\\_Resources/Small\\_Grants/Templates/Budget\\_Templates/Sustainable\\_Jersey\\_Grants](https://www.sustainablejersey.com/fileadmin/media/Grants_and_Resources/Small_Grants/Templates/Budget_Templates/Sustainable_Jersey_Grants)) and as a Google Sheet here. (<https://drive.google.com/file/d/1rYNZzAeEY6u457cqxCohivouOfvjILtD/view?usp=sharing>) If using the Google Sheet version, please note that it is *View Only* and that you will need to make sure to copy the sheet by clicking *File* and then *Make a copy* in order to be able to edit (fill out) the sheet.

You do not need to use the template, but we would prefer that you create your budget in an excel worksheet (but will still accept other file formats).

**Sustainable Jersey recommends reviewing the budget section of the Application Information Packet**

([https://www.sustainablejersey.com/fileadmin/media/Grants\\_and\\_Resources/Small\\_Grants/PSEG/Application\\_Information\\_Packets/PSEG\\_](https://www.sustainablejersey.com/fileadmin/media/Grants_and_Resources/Small_Grants/PSEG/Application_Information_Packets/PSEG_) before completing this section of the application.

### Budget Narrative

The total cost of the Community Stormwater Drain Improvement Project is \$36,000.00; however, the Borough is respectfully requesting \$20,000 in funding to offset the cost of this project's big undertaking. A majority of the funding requested will be allocated towards the retrofit of 8-10 drains (\$3,000 each). The remaining funding available will be allocated towards promotional signage and banner (\$1,000), community engagement efforts to include: brochures, mailings, and outreach for adoption (\$3,000) and supplies for community clean up kits (\$2,000). While the Borough recognizes that this request exceeds the amount of funding available, it is worth noting that the Borough is prepared to cover the expenses of the remaining balance through in-kind contributions and modify the project scope if necessary to fit this funding award.

### Detailed Budget

Copy of Sustainable\_Jersey\_Grants\_Program\_Budget\_Template (1).xlsx 

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## d. Project Team

Upload a list of the key people who will be involved in completing the proposed project that includes each person's name, organization, position (title), and other experience relevant to completing the project (i.e. the green team member on the team is also a certified Master Gardener and will use these skills when helping create the community garden).

When forming the project team, consider reaching out to community members such as school green teams; municipal and county agency staff; and representatives from civic or community-based organizations, non-profits, professional organizations, or local colleges and businesses who could be a valuable resource for the project. Also be sure to include representation from stakeholder groups that will be involved in or impacted by the implementation of the proposed project, including interested residents.

### Project Team

Project Team.pdf 

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## e. Community Engagement

Describe how the proposed project will capitalize on collaborations between community stakeholders including staff, residents, and representatives from community-based organizations (i.e., school green teams, municipal and county agencies, civic or community-based organizations, non-profits, professional organizations and local businesses).

Also include plans for sharing information on the project with the greater community. This can include plans to hold a "ribbon-cutting" ceremony, create project signage, give presentations to the governing body, distribute printed communications, create website content, and create social media postings. It is recommended to work with the grant media contact to develop a strategy to promote the completion of the grant through the community and local media.

**Promotion of the grant should include both the Sustainable Jersey**

([https://www.sustainablejersey.com/fileadmin/media/images/about/SNJ\\_CertifiedLogo\\_rgb.png](https://www.sustainablejersey.com/fileadmin/media/images/about/SNJ_CertifiedLogo_rgb.png)) and PSEG Foundation

([https://www.sustainablejersey.com/fileadmin/media/images/Funders/PSEG\\_Foundation\\_Logo.jpg](https://www.sustainablejersey.com/fileadmin/media/images/Funders/PSEG_Foundation_Logo.jpg)) logos. Examples of promotion materials recognizing the funders can be found here

([https://www.sustainablejersey.com/fileadmin/media/Grants\\_and\\_Resources/Small\\_Grants/PSEG/Templates/Examples\\_of\\_PSEG\\_Project\\_Signage\\_](https://www.sustainablejersey.com/fileadmin/media/Grants_and_Resources/Small_Grants/PSEG/Templates/Examples_of_PSEG_Project_Signage_)

## Community Engagement

The proposed project will harness the power of collaboration amongst a wide array of community stakeholders, including municipal staff, engaged residents, and representatives, including members of the Bogota Environmental Commission. To foster a wide range of community engagement, the Borough will provide the participating residents with their own clean up kit including a rake, gloves, and paint for stencils. By bringing together these diverse groups, each with their unique expertise, perspectives, and resources, this project will tap into a wealth of collective knowledge and experience.

Municipal staff members, such as the Mayor, Council, and Borough Administration, will play a crucial role in providing logistical support, ensuring compliance with regulations, and facilitating communication between different stakeholders. Engaged residents, on the other hand, will offer invaluable on-the ground insight and hands-on involvement in the project's implementation, serving as the driving force behind its success. The ability to collaborate with the Bogota Environmental Commission will provide access to specialized expertise in environmental conservation and sustainability, as well as established networks for outreach and engagement within the community. In result, this project will advance the Borough's ongoing efforts to address stormwater drainage and water quality in Bogota in a comprehensive and impactful manner.

Furthermore, the project team will work closely with the Borough's Webmaster, Ray Dwyer, to develop a strategic communications plan aimed at promoting the completion of this project. This plan will encompass a wide range of modern communication methods and tactics, including updating the Borough's official website, community outreach events, and partnerships with private community pages. Mr. Dwyer will play a pivotal role in effectively conveying the significance of the project's objectives, milestones, and accomplishments to the broader community. By leveraging the power of storytelling and engaging visuals, this community engagement plan will seek to raise awareness, generate excitement, and foster a sense of ownership and pride among residents. Ultimately, through collaborative efforts both within the community and with external stakeholders, this project will garner the visibility, support, and momentum needed to realize its vision of a cleaner, healthier, and more sustainable future for Bogota.

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## f. Project Impact and Evaluation

Describe why this project is important for your municipality and how it addresses a specific need identified as a priority in the community. Explain how the project developed from an idea to a grant application—include information on any past initiatives that lead to this effort, who was involved in the process, and why this project was specifically chosen to address the identified need.

The project will be assessed for its uniqueness, innovation, and the impact it will have on the community. Explain how the completion of the project will impact certification and green team efforts.

This grant does not require a rigorous or formal evaluation process, however, grant recipients are expected to report on specific and/or measurable results or outcomes and other non-quantifiable impacts on the community. Estimate who (staff, residents, etc.) and how many will benefit from the proposed project.

### Project Impact

This project represents a pivotal step forward for our municipality, addressing a critical need that has long plagued our community: stormwater runoff and flooding, particularly along Fairview Avenue. Situated in an area prone to such challenges, the Borough has faced recurring issues stemming from inadequate storm drainage infrastructure. Past initiatives have grappled with the persistent threat of flooding along Fairview Avenue, where heavy rainfall often leads to impassable roads and property damage. However, the proposed project offers a new, proactive approach to tackling this issue.

By enlisting the support of volunteers to adopt and maintain designated storm drains within the Borough, we are not only improving water quality and reducing pollution in our local waterways, but also directly addressing the root causes of flooding. By keeping our storm drains clear of debris and obstructions, we can ensure that excess stormwater runoff is efficiently channeled away from our streets and properties, mitigating the risk of flooding and its associated damage. Moreover, this project builds upon past initiatives aimed at addressing flooding at locations with deteriorating storm drain conditions by taking a holistic and community-driven approach. Rather than relying solely on municipal resources, we are harnessing the collective power of our residents, municipal staff, along with boards and commissions such as the Bogota Environmental Commission.

Evaluation of this project will include regular drain monitoring of adopted storm drains to assess the cleanliness and functionality of the drainage system. Additionally, data collection on the amount and types of debris collected during clean-up efforts will provide quantitative measures of the project's impact on reducing pollution in local waterways. Surveys and feedback mechanisms will also be implemented to gather input from volunteers, residents, and stakeholders, gauging their satisfaction with the program and identifying areas of improvement. The success of this project will be determined by its ability to not only maintain cleaner waterways and reduce flooding, but also foster community engagement and environmental stewardship for years to come.

In essence, this project is about more than just cleaning storm drains, it's about building a stronger, more resilient community where everyone has a stake in the health and vitality of our environment. Working together towards a common goal, we can create a safer, cleaner, and more vibrant municipality for generations to come.

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## VI. Optional Information

**Letters of commitment or support from project partners:** This includes the school/district green team, business, community organizations, local non-profits, external partners or others. Letters that clearly describe the partner's role in the project are encouraged. The additional file upload option can also be used to provide more detailed project information, such as surveys or other data supporting the

need for the project.

**File Upload**

**File Upload**

**File Upload**

**File Upload**

**File Upload**



## RESOLUTION # 2024-73

**DATE: 02-15-2024**

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)						

### **Approval of Administrator Contract**

**WHEREAS**, the Borough of Bogota seeks to fill the position of Borough Administrator, which had become vacant as of January 19, 2024; and,

**WHEREAS**, the Mayor and Council adopted Resolution #2024-61 on February 1, 2024 to hire Conall O'Malley to fill this currently vacant position; and,

**WHEREAS**, an Employment Agreement (the "Agreement") has been prepared that memorializes the terms of Mr. O'Malley's employment with the Borough; and,

**WHEREAS**, a copy of the aforementioned Agreement is attached as an Exhibit to this resolution; and,

**WHEREAS**, the Mayor and Council wish to approve the terms of the aforementioned Agreement in the form contained in the attached Exhibit.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Bogota, that the Borough hereby approves the Employment Agreement of Conall C. O'Malley to serve as full-time Borough Administrator for the Borough of Bogota, whose term of employment shall commence on February 20, 2024; and,

**BE IT FURTHER RESOLVED**, that the Mayor, Borough Clerk and any other necessary Borough official is hereby authorized to execute the aforementioned Employment Agreement on behalf of the Borough.

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



## **EMPLOYMENT AGREEMENT**

This is an Employment Agreement (hereinafter the “Agreement”) between Conall C. O’Malley (“Mr. O’Malley”) and the Borough of Bogota, located at 375 Larch Avenue, Bogota, New Jersey 07603.

### **WITNESSETH:**

**WHEREAS**, the Borough of Bogota established the position of Borough Administrator pursuant to Section 2-14 of the Borough Code; and,

**WHEREAS**, this position had become vacant as of January 19, 2024; and,

**WHEREAS**, the Mayor and Council had appointed Conall C. O’Malley to serve as full-time Borough Administrator for the Borough of Bogota at a public meeting held on February 1, 2024; and,

**WHEREAS**, Mr. O’Malley’s appointment was memorialized via Resolution #2024-61, which was adopted by the Bogota Governing Body on February 1, 2024; and,

**WHEREAS**, the following Agreement has been prepared to set forth the terms and conditions of Mr. O’Malley’s employment with the Borough.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Employment.** Subject to the terms and conditions set forth herein, the Borough agrees to employ Mr. O’Malley as the full-time Borough Administrator for the Borough of Bogota.
2. **Term.** Per N.J.S.A. 40A:9-137, the term of office of the municipal administrator shall be at the pleasure of the governing body, and therefore Mr. O’Malley shall serve until such time as he is removed by a majority vote of the Governing Body. The provisions of N.J.S.A. 40A:9-138 supersede any written provision in this Agreement.
3. **Compensation.** The Borough shall pay Mr. O’Malley a salary for all services rendered in the amount of \$125,000 per year. Mr. O’Malley shall not be entitled to overtime compensation.
4. **Pension & Benefits.** Mr. O’Malley shall be entitled to receive pension benefits, health, medical and dental insurance from the Borough of Bogota for the duration of his employment.
5. **Vacation/Personal/Sick days.** Pursuant to this Agreement, Mr. O’Malley shall be entitled to twenty (20) vacation days. He shall also be entitled to three (3) personal

days and sick days in accordance with the Borough's employee manual for full time employees.

6. Duties. Mr. O'Malley shall carry out the duties of Borough Administrator as delineated in Section 2-14 of the Borough Code.
7. Misc. Mr. O'Malley shall not be entitled to use of a Borough vehicle, but shall be provided a Borough cell phone and ipad. Mr. O'Malley shall receive a stipend of \$100 per month to cover any additional business expenses.
8. Removal. In the event that Mr. O'Malley is removed from his position as Borough Administrator, the provisions of N.J.S.A. 40A:9-138 shall govern.
9. Approval. This Agreement shall only become binding and enforceable upon execution of both parties.
10. Entire Agreement/Severability/Not Construed Against Drafter. This Agreement constitutes the entire understanding between the parties as it relates to the subject matter of this Agreement. The provisions of this Agreement are severable, and if any provision is found to be unlawful or unenforceable, it shall be stricken from said Agreement; however, all remaining provisions to the Agreement shall remain. The Agreement was negotiated at arms-length and shall not be construed against its drafter.
11. Voluntary and Knowing Agreement. Mr. O'Malley acknowledges that he has executed this Agreement after being given an opportunity to consult with an attorney of his own choosing, and after considering the terms of the Agreement, and further acknowledges that he has read this Agreement in its entirety, understands all of the terms and freely, voluntarily and knowingly, without duress or coercion, assents to all the terms and conditions contained herein.

**By signing below, all Parties indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.**

ATTEST

BOROUGH OF BOGOTA

BY: \_\_\_\_\_  
YENLYS FLORES-BOLIVARD,  
CLERK

By: \_\_\_\_\_  
DANIELE FEDE,  
MAYOR

(Seal)

BY: \_\_\_\_\_  
CONALL C. O'MALLEY,  
BOROUGH ADMINISTRATOR



## RESOLUTION # 2024-74

DATE: 02-15-2024

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)						

### **Proposed settlement of a property Tax Appeal filed by Bogota Royale Inv. (hereinafter the “Tax Appeal”),**

**WHEREAS**, the Mayor and Council of the Borough of Bogota have been advised of the proposed settlement of a property Tax Appeal filed by Bogota Royale Inv. (hereinafter the “Tax Appeal”), under Docket Numbers 007513-2021, 004363-2022 & 003685-2023; and,

**WHEREAS**, the aforesaid Tax Appeal involves an apartment complex located at 100 River Road, and is otherwise referred to as Block 110 Lot 8 on the tax assessment map of the Borough (hereinafter the “Subject Property”); and,

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

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

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

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

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



## **RESOLUTION # 2024-74**

**DATE: 02-15-2024**

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

### **SCHEDULE "A"**

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

2021 Appeal: Withdraw  
2022 Appeal: Withdraw  
2023 Appeal: \$2,500,000

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 02-15-2024.

---

Yenlys Flores-Bolivard, Municipal Clerk



**RESOLUTION # 2024-75**

**DATE: 02-15-2024**

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)						

**Authorizing the submission of an application to the New Jersey Department of Transportation's Local Transportation Projects Fund FY2024 Grant Program**

**WHEREAS**, the Borough of Bogota desires to improve transit access, walkability, safety, and livability within Fairview Avenue by obtaining a grant from the New Jersey Department of Transportation (NJDOT) through the 2024 Local Transportation Projects Fund Grant; and,

**WHEREAS**, the New Jersey Department of Transportation Local Transportation Project is a program of the NJDOT which provides funds to governmental entities so they may substantially improve the safety and usability of local transportation infrastructure; and,

**WHEREAS**, the Borough of Bogota has worked diligently to implement projects that improve the accessibility, safety, use and maintenance of the area's roadways and public transportation; and,

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Borough Council of the Borough of Bogota, State of New Jersey, formally authorize submission of the electronic grant application identified as **LTPF-2024-Hill Street Improvements Project-00026** to the New Jersey Department of Transportation for funding under the Local Transportation Projects Fund Program on behalf of the Borough of Bogota. Certified as a true copy of the Resolution adopted by the Council on this 15<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Clerk

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

ATTEST and AFFIX SEAL \_\_\_\_\_  
(Clerk) (Mayor)



EXPERIENCED  
DEDICATED  
RESPONSIVE

negliagroup.com

2024 NJDOT LTPF Grant Estimate  
Hill Street Roadway Improvements  
Borough of Bogota, Bergen County, New Jersey  
NEA Project No.:BOGOADM23.001 - October 31, 2023

PRELIMINARY ENGINEER'S ESTIMATE

Item	Item Description	Unit of Measure	Quantity	Unit Cost	Total Cost
1	Mobilization	L.S.	1	\$ 15,000.00	\$ 15,000.00
2	Site Clearing / Demolition	L.S.	1	\$ 5,000.00	\$ 5,000.00
3	Maintenance and Protection of Traffic	L.S.	1	\$ 10,000.00	\$ 10,000.00
4	Soil Erosion and Sediment Control Measures	L.S.	1	\$ 5,000.00	\$ 5,000.00
5	9" x 18" Concrete Vertical Curb	L.F.	1,526	\$ 35.00	\$ 53,410.00
6	Concrete Sidewalk, 4" Thick	S.Y.	515	\$ 90.00	\$ 46,350.00
7	Concrete Sidewalk, 6" Thick	S.Y.	305	\$ 100.00	\$ 30,500.00
8	HMA Milling, 3" or Less	S.Y.	2,735	\$ 5.00	\$ 13,675.00
9	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	TONS	315	\$ 110.00	\$ 34,650.00
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick (If and Where Directed)	TONS	130	\$ 110.00	\$ 14,300.00
11	Dense Graded Aggregate Base Course, 6" Thick (if and where directed)	S.Y.	545	\$ 8.00	\$ 4,360.00
12	Excavation, Unclassified (If and Where Directed)	C.Y.	155	\$ 25.00	\$ 3,875.00
13	Reset Existing Casting (Inlets, Manholes, ad Valves)	UNIT	6	\$ 750.00	\$ 4,500.00
14	Tree Removal (If and Where Directed.)	UNIT	1	\$ 2,500.00	\$ 2,500.00
15	Street Shade Tree	UNIT	1	\$ 1,500.00	\$ 1,500.00
16	Topsoiling, 4" Thick	S.Y.	650	\$ 5.00	\$ 3,250.00
17	Fertilizing and Seeding, Type A-3	S.Y.	650	\$ 3.00	\$ 1,950.00
18	Straw Mulching	S.Y.	650	\$ 0.50	\$ 325.00
19	Contract Allowance for Unforeseen Conditions	ALLOW	1	\$ 10,000.00	\$ 10,000.00
Estimated Project Total					\$ 260,145.00

Note: This estimate was completed using Google Earth Pro Imagery. A formal survey will be required to confirm quantities. Unit prices are subject to change.

LYNDHURST

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

MOUNTAINSIDE

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





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CERTIFICATE OF AUTHORIZATION (N.J.S.A. 45:8-56) 24GA27927000

0 100 200 400 Feet



# **Project Location Map** **Hill St** **Borough of Bogota** **Bergen County, NJ**

## **Legend**

 Project Location

Drawn By: A.E.R.	Checked By: R.K.C.	Project No:	Sheet No:	Map References:
Designed By: R.K.C.	Page:	BOGOADM23.001		NJGIS, NJDEP, Nearmap
Field Book No:	Date: October 2023			Aerial March 2023



## **ROADWAY DATA SHEET**

**Existing Road Conditions. Please Enter Minimum Widths if not known Enter Zero.**

**Current ADT: 1000**

**Truck Traffic Over 5 Tons (%): 1%**

**Legal Speed Limit: 25 MPH**

**Right of Way Width: 50'**

**Pavement Width (feet): 30'**

**Shoulder Width (feet): 0'**

**Curbing:** both sides

**Sidewalk:** both sides; 4' min width

**Proposed Improvements. Please enter minimum widths. If not known enter zero.**

**Right of Way Width (feet): 50'**

**Pavement Width (feet): 30'**

**Shoulder Width (feet): 0'**

**Curbing:** both sides

**Sidewalk:** both sides



## RESOLUTION # 2024-76

DATE: 02-15-2024

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)						

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

#### **CLOSED SESSION**

##### **Topic Discuss:**

1. Police Promotion Interviews
2. Litigation

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

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

\_\_\_\_\_Matters, which, by express provisions of a federal law or state statute or rule of court shall be rendered confidential

\_\_\_\_\_Matters in which the release of information would impair a right to receive funds from the Government of the United States

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

\_\_\_\_\_Collective bargaining agreements or negotiations therefore with public employees and/or their representatives

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



## RESOLUTION # 2024-76

**DATE: 02-15-2024**

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

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

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

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

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

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

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 02-15-2024.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk