



In God We Trust

Minutes
February 2, 2023
Open Session
7:30pm

BOROUGH OF BOGOTA
Mayor and Council Regular Meeting

**Meeting of the Borough of Bogota Mayor and Council meeting held on this date
February 2, 2023 in Borough Hall, 375 Larch Ave, Bogota, New Jersey at 7:30 P.M**

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

Roll Call

Mayor Kelemen- Present
Council President Carpenter- Present
Councilwoman Granquist- Present
Councilman McHale- Present
Councilman Mitchell- Present
Councilwoman Murphy- Present
Councilman Robbins- Present

Also attending were Borough Administrator Hynes, Borough Attorney Betesh and Acting Borough Clerk Flores-Bolivar.

Councilman Robbins led the Pledge of Allegiance.

Citizen Remarks: One (5) minute time limit per person.

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

Michelle Rugar-Spoke about the Bogota Board of Education presentation at a Planning Board meeting and said that she was upset by the way the engineer spoke to the School Board's representatives.

Susan Cruz- Spoke about fixing sidewalks in town and requested that her own sidewalk be repaired.

Sherry Solomov- Spoke about the Bogota Board of Education presentation at a Planning Board meeting and asked everyone to support it. She said that there are many students that are eager to volunteer to help senior citizens in need.

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

Resolutions

Consent Agenda

2023- 51 Year 2021 Road Program - Project Completion Resolution

2023-52 Summer Employment Opportunities Advertisement

2023-54 Renewing the 2023 Creative Team

2023-55 Renew Shared Services Agreement for Animal Control for Services (Amend Resolution 2023-18)

2023-56 NJDEP Municipal Stormwater Management Program

2023-57 NJDOT Municipal Aid Grant Funding and Municipal Capital Funding as the improvements proposed exceed the allotted grant funds

2023-58 Reappointing Yenlys Flores-Bolivard to Acting Clerk

Council President Carpenter made a motion to approve the consent agenda, which was seconded by Councilman Mitchell. All Councilmembers present voted yes.

Resolution to be Voted on Separately

PC23-02 Payment of Claims

Council President Carpenter made a motion to approve PC23-02, which was seconded by Councilman McHale. All Councilmembers present voted yes.

2023-53 Hiring Part-Time Senior Bus Driver - Jim Moore

Councilwoman Murphy requested that the resolution be amended that Mr. Moore would apply for his CDL within 30 days, and the Council agreed.

Councilwoman Murphy motioned to approve 2023-53, amended that Mr. Moore would apply for his CDL within 30 days, which was seconded by Councilman Mitchell. All Councilmembers present voted yes.

Approvals

Minutes 1/19/2023

Council President Carpenter made a motion to approve the minutes of the 1/19/23 meeting, which was seconded by Councilman McHale. All Councilmembers present voted yes.

Closed Session Minutes 1/19/2023

Council President Carpenter made a motion to approve the closed session minutes of the 1/19/23 meeting, which was seconded by Councilwoman Granquist. All Councilmembers present voted yes.

The Annual Boot Drive April 29, 2023, from 8am to 4pm. Rain date May 6, 2023

Councilwoman Granquist made a motion to approve the Annual Boot Drive, which was seconded by Council President Carpenter. All Councilmembers present voted yes.

Second Citizen Remarks: One (5) minute time limit per person.

Councilman Mitchell made a motion to open the Second Citizen Remarks, which was seconded by Council President Carpenter. The motion passed on a voice vote.

Michelle Rugar- said it was inappropriate for the Borough Planner to be making comments on behalf of the Mayor and Council at a presentation from another public body. She praised Acting Clerk Flores-Bolivard for her excellent work as Borough Clerk.

Carol Burney-asked about getting on the list to have her sidewalk repaired by the Borough.

Councilman McHale made a motion to close Second Citizen Remarks, which was seconded by Council President Carpenter. The motion passed with a voice vote.

Reports

Mayor Kelemen-Also praised the Acting Borough Clerk. He said there was 7 cases of Covid reported. He met with residents and the Borough will be hosting a Ramadan celebration. The Board of Education President sent an email the Council about fence removal and public use of the playing fields. The Borough received a federal public safety grant of \$255,000 and he congratulated all involved.

Councilman McHale-said that he attended the JIF training.

Councilwoman Granquist- shared that the Rescue Squad is conducting its Annual Boot Drive on April 29, 2023. The Rescue Squad will be participating in the St. Patrick's Day parade on

March 12, 2023. She met with the Environmental Commission about projects to complete to pursue Sustainable Jersey Certification.

Council President Carpenter- said that Bogota received a \$3,840 grant from Bergen County for picnic tables at Olsen Park, which the Borough has to match. Bogota also received a federal grant for radios in the amount of \$255,000. Bogota received about \$74,000 in grants last year, and \$259,000 in grants this year. The NJDOT grant for Fairview Avenue is still being sought and NJDOT has not made any announcements. Bogota will also seek an AARP grant for \$11,000. Bogota's equalized valuation increased \$58 million in one year, which reduced debt to 1.9%. Bogota's bond rating increased to A1 and she praised everyone involved in achieving the increase.

Councilwoman Murphy- attended the Board of Education meeting as the liaison. The Planning and Zoning Board will be taking up the Thor Outwater development at the next meeting. The Orchard Terrace development is not ready to present and has requested an extension.

Councilman Robbins- thanked Council President Carpenter for the grant for the radios and said the police department was very happy to receive it.

Councilman Robbins made a motion to allow Ray Wiss to continue handling the police contract negotiations until they are completed, which was seconded by Councilman McHale. The motion passed with Mayor Kelemen & Councilmembers Granquist, McHale, and Robbins voting yes. Councilmembers Carpenter, Mitchell, and Murphy voted no.

Councilman Mitchell praised the volunteer fire department. He suggested moving Council meetings to 7:00pm.

Councilwoman Murphy made a motion to move Council meeting to 7:00pm, which was seconded by Councilman Robbins. All Councilmembers present voted yes.

Borough Administrator Hynes- said the joint Board of Education fiber optic internet project is 95% complete.

Borough Attorney Betesh- is working on the Affordable Housing Ordinance and the new Council bylaws.

Acting Clerk Yenlys Flores-Bolivard- has been working with the County Clerk on the upcoming special election for the Board of Education referendum. She has received 207 registrations for multifamily housing and still missing 220. She is working on processing dog licenses, some residents are surprised the price increased by \$2.

Councilman Mitchell made a motion to enter closed session, which was seconded by Councilman McHale. The motion passed with a voice vote.

Councilman McHale made a motion to enter open session, which was seconded by Councilwoman Granquist. The motion passed with a voice vote.

Borough Attorney Betesh- recommended not to take any formal action on the Board of Education project.

Council President Carpenter made a motion to direct Borough Attorney to contact the Bogota Board of Education to gather more information about the project, which was seconded by Councilman Robbins. All Councilmembers present voted yes.

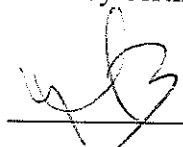
Councilman McHale made a motion to adjourn the meeting, which was seconded by Mitchel. The motion passed with a voice vote.

Adjournment

Being no further business before the governing body, **Councilman McHale** made a motion to adjourn, which was seconded by **Councilman Mitchell**. The motion passed on a voice vote.
9:35pm



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



Yenlys Flores-Bolivar



RESOLUTION # 2023-51

DATE: 2-2-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓				✓	
J.E. Granquist	✓					
P. McHale	✓					✓
J. Mitchell	✓					✓
M.E. Murphy	✓					
R. Robbins	✓					

COUNTY OF BERGEN

Introduced by Councilperson: Carpenter

Seconded by: P. McHale

Be it resolved by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey that the contract for the 2021 Municipal Roadway Improvements Program has been completed by

4 Clean Up, P.O. Box 5098, North Bergen, NJ 07407 in accordance with the Plans and Specifications, as directed by the Project Engineer. The above referenced construction is hereby accepted and is hereby approved.

This Resolution to take effect immediately.

Dated: 2/2/2023

Approved:

Mayor



CERTIFICATION

I, Yenlys-Flores-Bolivar, Borough Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing resolution was adopted by the Mayor and Council of the Borough of Bogota, at a regular meeting held February 2, 2023

Dated: 2/2/2023


Clerk

**RESOLUTION # 2023-52****DATE: 02-02-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓				✓	
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓					
M.E. Murphy	✓					
R. Robbins	✓					

Summer Employment Opportunities

WHEREAS, the Council authorizes Borough Administrator to advertise for the following Summer Employment Opportunities:

Summer Camp: June 26th – August 25th, 2023 – Monday – Friday (8:30am-5:30pm)

Counselors: (8-12)

Jr. Counselor - \$12.93

Sr. Counselor – \$15.00

Office Assistant - \$16.00

Assistant Camp Director – \$17.00

Nurse/Health Director - \$20.00

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 in the New Jersey.


Yenlys Flores-Bolivar, Acting Municipal Clerk

**RESOLUTION # 2023-53****DATE: 02-02-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓					
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓					
M.E. Murphy	✓				✓	✓
R. Robbins	✓					

Hiring Part-Time Senior Bus Driver - Jim Moore

WHEREAS, a need exists for a part-time senior bus driver due to the resignation of prior driver on January 9, 2023;

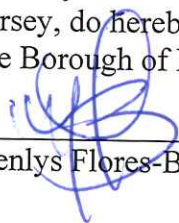
WHEREAS, Borough Administrator Hynes has requested this resolution to be added on the agenda for the February 2nd Mayor and Council Meeting;

WHEREAS, the Borough Council requested that the resolution be amended that Mr. Moore would apply for his CDL within 30 days

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Bogota that Jim Moore is appointed as a part-time Senior Bus Driver. He will get paid \$25 dollars per hour not to exceed 10 hours per week starting February 6, 2023. Additionally, Mr. Moore will apply for a Commercial Driver's License as a requirement for this position with a time frame of six months to secure the license from date of his appointment.

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a copy of this resolution if approved to the Borough Administrator and CFO to ensure that any and all procedures are completed as required to enroll new employees.

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


Yenlys Flores-Bolivard, Acting Municipal Clerk



RESOLUTION # 2023-54

DATE: 2-2-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓				✓	
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓					
M.E. Murphy	✓					✓
R. Robbins	✓					

Establishing the 2023 Creative Team

WHEREAS, Sustainable Jersey is a nonprofit organization that provides tools, training and financial incentives to municipalities that choose to pursue sustainability programs in their communities, and;

WHEREAS, the financial incentives offered include grants ranging from \$2,000 to \$20,000 to qualifying support communities for the programs that they seek to implement, and;

WHEREAS, the Borough of Bogota is presently a support community for Sustainable Jersey and a supporter of its efforts to link quality of life with creative sustainable programs that will advance the arts and cultural assets of the community, and;

WHEREAS, in its continuing efforts to advance the goals of the Sustainable Jersey program, and in an effort to better qualify for grants offered by that organization, the Mayor and Council established a Creative Team to assist the Governing Body in planning creative sustainability programs that will further the organization's goals while benefiting the residents of Bogota.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that the 2023 Creative Team is hereby established for the purpose of assisting the Mayor and Council in developing creative sustainable programs that meet the guidelines of Sustainable Jersey, and;

BE IT FURTHER RESOLVED, that the members of the Creative Team shall report to the Council and be appointed annually by the Mayor with the consent of the Council, and that the team must consist of least eight (8) members, each of whom must represent at least one of the following segments of the community:

- One elected or appointed official from Bogota.
- Two artists or arts leaders who live and/or work in the geographic area
- One business leader
- One representative from the educational community
- One member from the Bogota Green Team
- One member from Bogota Beautiful
- One member from another Community Organization



BE IT FURTHER RESOLVED, that the Creative Team shall be tasked with the following goals: 1) improving local business vitality, community spirit and public safety, 2) rejuvenating neighborhoods and stimulating job growth within and beyond the arts and cultural sector, 3) contributing to overall economic development, 4) providing new reasons for others to visit, invest, or live in Bogota, 5) bringing diverse people together to celebrate, create, inspire and be inspired, 6) improving quality of life and community wellbeing, and 7) any other roles and responsibilities expected of the Creative Team by Sustainable Jersey, and;

BE IT FURTHER RESOLVED, that the Creative Team must submit a certified copy of this resolution to Sustainable Jersey, as well as a report that meets the organization's submission standards following the appointment of all Team members, and;

BE IT FURTHER RESOLVED, that the Creative Team shall be tasked with timely submitting all other documentation required by Sustainable Jersey in order to receive recognition points from the organization and to maximize the Borough's eligibility to qualify for grant funding.

The following members are hereby appointed:

Sara Cassano
Eileen Fitzgerald
Alex Rojas
Isabel Bustamante
Jodi Wu
Patricia Adriance
Joseph Gallagher
Christine Defazio
Anthony Lopez
Lucy Lebron
Daniele Fede
Amaru Bustamante

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

Yenlys Flores-Bolivard, Acting Municipal Clerk



In God We Trust

RESOLUTION # 2023-55

DATE: 2-2-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓				✓	
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓					✓
M.E. Murphy	✓					
R. Robbins	✓					

Renew Shared Services Agreement for Animal Control for Services (Amend Resolution 2023-18)

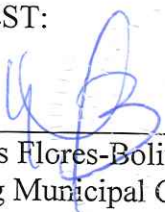
WHEREAS, the Shared Services Agreement for Animal Control Services with the Bergen County Department of Health Services expired on December 31, 2022; and

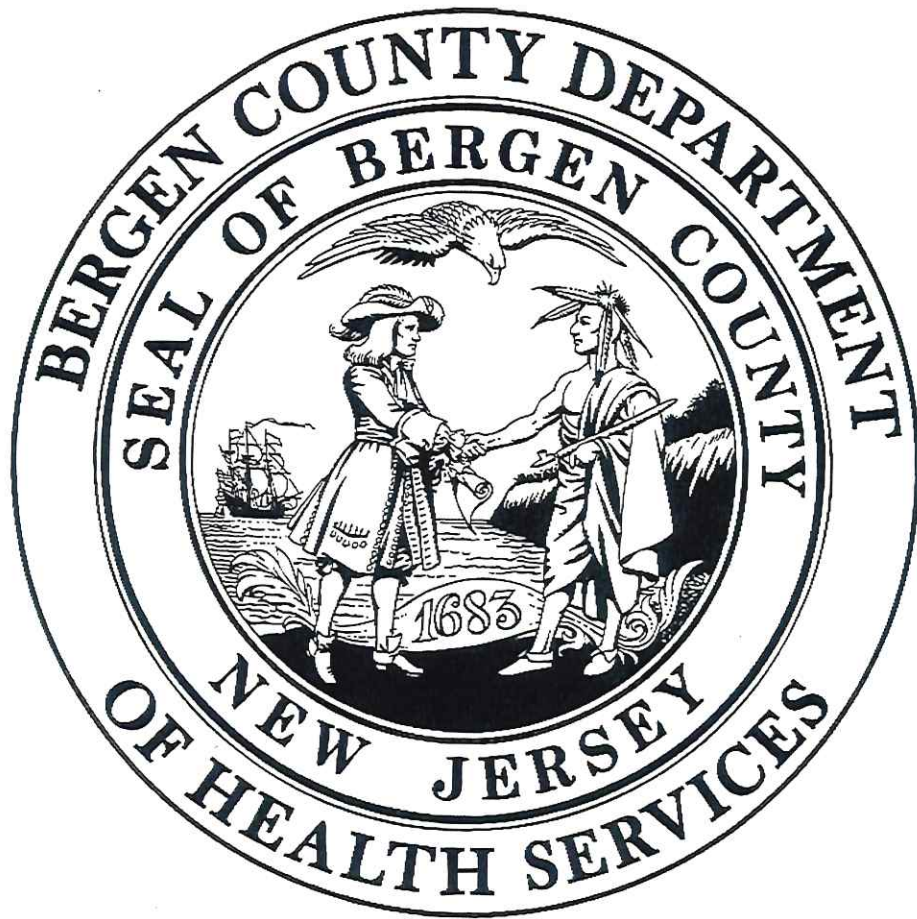
WHEREAS, the Borough of Bogota needs to renew the agreement for the furnishing of Animal Control and sheltering services with Bergen County Department of Health Services; and

WHEREAS, a Shared Services Agreement has been prepared for Animal Control Services with the Bergen County Department of Health Services for January 1, 2023 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota authorize the Shared Services Agreement for Animal Control Services with the Bergen County Department for January 1, 2023 through December 31, 2024.

ATTEST:


Yenlys Flores-Bolivard
Acting Municipal Clerk



**BERGEN COUNTY
DEPARTMENT OF HEALTH SERVICES**

**PUBLIC HEALTH SHARED SERVICES AGREEMENT
with**

Borough of Bogota

Approved by Bergen County Resolution No. 1001-22, dated 11/2/2022

Approved by Municipal Resolution No. 2023-55, dated 02-02-23.

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SHARED SERVICE AGREEMENT

MUNICIPAL REQUIREMENTS:

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- AGREEMENT TERM
- SELECTION REQUIREMENT
- SIGNATURE REQUIREMENTS

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- PUBLIC HEALTH NURSING SERVICES
- HEALTH PROMOTION AND EDUCATION SERVICES
- REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS) SERVICES

Option 2. SEPTIC AND WELL SERVICES

Option 3. ANIMAL CONTROL SERVICES

SECTION B:

AGREEMENT FEE SCHEDULES

- 4 YEAR
- 2 YEAR

CENSUS AND PRICING WORKSHEETS

- MUNICIPALITY CENSUS
- REHS PRICING WORKSHEET INSTRUCTIONS
- REHS BLANK WORKSHEET

ATTACHMENTS:

COUNTY RESOLUTION

MUNICIPALITY RESOLUTION

SHARED SERVICE AGREEMENT

This Shared Services Agreement is made on this 1st day of January 2023 by and between the:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Hackensack, New Jersey 07601-7076, (hereinafter referred to as the "COUNTY"); and

Borough of Bogota a municipal corporation of the State of New Jersey, (hereinafter referred to as the "MUNICIPALITY"), located at 375 Larch Ave Bogota, NJ 07603-1067;

(Both collectively known as "the Parties").

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.), promotes the broad use of Shared Services to reduce local expenses funded by property tax payers; and

WHEREAS, the Bergen County Department of Health Services (hereinafter, referred to as "BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations for services; and

WHEREAS, MUNICIPALITY desires to contract with the COUNTY for the furnishing of health services of a technical and professional nature by the BCDHS pursuant to the Local Health Services Act (N.J.S.A. 26:3A2-1 et seq.), and as further specified herein; and

WHEREAS, MUNICIPALITY adopted Resolution No. 2023-55, dated, 02/02/23, authorizing its designee to enter into this agreement with the Bergen County Department of Health Services for the services set forth herein; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions hereinafter set forth, the Parties agree that the COUNTY will provide the MUNICIPALITY with public health services specified herein below and that the MUNICIPALITY will pay to the COUNTY for the specified public health services during the term of this Agreement.

1. Available Bergen County Public Health Services:

The COUNTY will provide one or more of the following public health services modules to the MUNICIPALITY as selected by the MUNICIPALITY. MUNICIPALITY shall enter into this Shared Service Agreement with the COUNTY by selecting one or more of the offered public health services modules. A list of the available modules for the available public health services and a description are included in the Schedule "A" attached hereto and made a part hereof. MUNICIPALITY shall select which services are to be provided by the COUNTY, designating selected services. Available BCDHS services include the following:

- a. Public Health Infrastructure Administration and Health Officer Coverage, including Public Health Nursing, Health Promotion and Education, Registered Environmental Health Specialist Services
- b. Septic and Well Inspection and Monitoring Services.
- c. Animal Control Program Services.

2. Term of Agreement and Termination:

- a. Term: MUNICIPALITY shall select one of two options for length of term: a term of **two (2) years** or a term of **four (4) years**. Both options will begin on January 1, 2023. If this agreement is executed after that date, the cost for that year will be prorated to reflect the shortened term. MUNICIPALITY shall specify the selected modules attached hereto and made a part hereof.
- b. Termination: Either Party to this Agreement shall have the right to terminate this Agreement by providing a Notice of Termination, in writing, to the other Party one hundred and twenty (120) days prior to the termination date of delivery to the other Party.

3. Fees:

- a. MUNICIPALITY agrees to pay fees to the COUNTY in accordance with the fee schedule attached hereto as Schedule "B." The COUNTY will provide MUNICIPALITY with invoices for fixed payments on a semi-annual basis, with MUNICIPALITY required to provide the first payment no later than May 15th covering the months of January through June and a second payment due no later than November 30th covering the months of July through December.
- b. For fees based upon hourly rates or per unit service charges, the COUNTY will provide MUNICIPALITY with invoices three times each year. The first payment from the MUNICIPALITY shall be due no later than June 15th. The second payment shall be due no later than November 30th. The final payment shall be

due no later than February 15th of the subsequent year.

4. COUNTY Obligations:

The COUNTY agrees to provide all public health services selected by MUNICIPALITY as described in Section B.4 Fee Schedules and as selected by MUNICIPALITY.

5. MUNICIPALITY Obligations:

If the MUNICIPALITY selects a BCDHS service requiring notification of health emergency events to any state agency, the MUNICIPALITY'S health staff/contracted vendors shall be responsible for the timely notification and communication of all emergencies, (e.g., communicable disease, disaster information, public health emergencies) and related information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.

Similarly, the MUNICIPALITY's health staff/contracted vendors shall be responsible for communicating (via phone, fax, and/or e-mail), documenting, and reporting to the COUNTY all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.

6. Hold Harmless:

The MUNICIPALITY shall defend, indemnify, protect and save harmless the COUNTY and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the MUNICIPALITY, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the Health Officer license shall be the sole responsibility of the MUNICIPALITY and the MUNICIPALITY shall indemnify and hold harmless the COUNTY from any such activity.

The MUNICIPALITY shall be responsible for and shall indemnify COUNTY and its employees for all costs, injuries, or damages, suffered by any COUNTY employee while performing his/her duties as a COUNTY employee on behalf of the MUNICIPALITY pursuant to the terms and conditions of this Agreement. This indemnification shall also apply to any damages suffered to any COUNTY property or equipment while in use under the terms and conditions of this Agreement. Any damages or injuries suffered by COUNTY employees or COUNTY property caused solely by the negligence of the COUNTY employee shall be the sole responsibility of the COUNTY.

7. Miscellaneous:

- a. Entire Agreement. This Agreement, including any Schedules, Appendices and Addenda and replaces any and all prior discussions, understandings, representations, statements, negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such Party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- e. No Third-Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- f. Notices. 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, 4th 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 MUNICIPALITY:

CLERK, Borough of Bogota
375 Larch Ave
Bogota, NJ 07603-1067

- g. Non-Discrimination. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- h. Employee Reconciliation. No employees are intended to be transferred from MUNICIPALITY to COUNTY, or from COUNTY to MUNICIPALITY, pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. If a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY's responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with MUNICIPALITY in the preparation and filing of the plan.
- i. 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. 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.

- j. 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.
- k. Judicial Proceedings. Upon the conclusion of mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- l. 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.
- m. 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.

Instructions: MUNICIPALITY must fill out and return page 9 (Municipal Designation of Selected Public Health Services and Designation of Selected Agreement Term) and page 10 (Signatures) for Agreement to be properly executed.

MUNICIPAL DESIGNATION OF SELECTED PUBLIC HEALTH SERVICES

MUNICIPALITY hereby agrees to retain the COUNTY to perform and provide the following Public Health Services:

- a. _____ PUBLIC HEALTH OFFICER WITH NURSING, HEALTH PROMOTION & EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICE
- b. _____ SEPTIC/WELL SERVICES
- c. ☒ _____ ANIMAL CONTROL

DESIGNATION OF SELECTED AGREEMENT TERM

MUNICIPALITY hereby designates the accepted Agreement Term

_____ FOUR (4) YEAR TIME FRAME AGREEMENT

OR

☒ _____ TWO (2) YEAR TIME FRAME AGREEMENT

SELECTION MUST BE COMPLETED FOR AGREEMENT TO BE PROPERLY EXECUTED.

SIGNATURES:

IN WITNESS WHEREOF, the County of Bergen, and Borough of Bogota have caused this Agreement to be signed and their respective seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

(PLEASE PLACE MUNICIPALITY SEAL OVER ATTESTING SIGNATURE)

ATTESTING SIGNATURE:

By: [Signature]

PRINTED: Yenky Pina-Rodriguez

Title: clerk

Date: 2/16/2023

MUNICIPALITY AUTHORIZING SIGNATURE:

By: Edward H Hynes

PRINTED: Edward Hynes

Title: Borough Administrator

Date: 2/16/2023

ATTESTING SIGNATURE:

By: [Signature]

PRINTED: Catherine Cretoir

Title: Executive Assistant

Date: 3/20/23

COUNTY OF BERGEN:

By: [Signature]

James J. Tedesco, III, County Executive
or

[Signature] Thomas J. Duch, Esq. County Administrator/
County Counsel

Date: 3/20/23

SECTION A
AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION

Option 1: PUBLIC HEALTH INFRASTRUCTURE ADMINISTRATION AND HEALTH OFFICER COVERAGE INCLUDING PUBLIC HEALTH NURSING, HEALTH PROMOTION AND EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES

PUBLIC HEALTH INFRASTRUCTURE

The MUNICIPALITY shall appoint the BCDHS Health Officer as its Municipal Health Officer. By contracting with the COUNTY for Health Officer and Administrative Services, BCDHS will be the Public Health Agency for the MUNICIPALITY as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.

The BCDHS Health Officer shall be the enforcement agent of the MUNICIPALITY for the Sanitary Laws of the State and for Ordinances that are appropriately reviewed by the BCDHS Health Officer prior to their effective date and within the scope and purview of the BCDHS Health Officer's license.

The BCDHS Health Officer shall direct and supervise all public health activities and employees engaged in public health activities of the MUNICIPALITY pursuant to N.J.A.C. 8:52.

The BCDHS Health Officer is responsible for coordination and/or administration of Planning, Epidemiology, Nursing, Health Promotion and Education, Registered Environmental Health Specialist (REHS), Communicable Disease Control. BCDHS Health Officer oversight includes oversight of public health services provided by municipal employees, e.g. Public Health Nurse, REHS, Health Promotion and Education which are provided under the Health Officer's license as defined in N.J.A.C. 8:52 et seq. This oversight includes promulgation of best practices, reports as requested, on-site field assessments, and participation in technical/clinical trainings. This oversight shall not include administrative or disciplinary oversight of municipal employees.

In addition, BCDHS Health Officer oversight includes any municipal contracted services which are operated under the Health Officer's license as defined in N.J.A.C. 8:52 et seq.;

All Agreements with the COUNTY for Health Officer services include REHS staff, a Health Promotion and Education Program representative, and Public Health Nursing Oversight, as defined in N.J.A.C. 8:52 et seq.

The COUNTY shall perform the services set forth under Chapter N.J.A.C. 8:52 as listed below. Public Health Officer shall perform, be responsible for and oversee:

- a. Communicable Disease Reportable Surveillance System
- b. School Immunization Auditing
- c. Adult Health Consultation
- d. Nursing Oversight Supervision- Local Health Departments, Public Health Nurses
- e. Vaccinations
- f. Childhood Blood Lead Case Management
- g. Health Promotion and Education
- h. State mandated public health inspections and investigations

Information about each service covered by the election of Option 1 for Health Officer, Public Health Nursing, Health Promotion & Education, and REHS Services can be found below.

PUBLIC HEALTH NURSING OVERSIGHT

Public Health Nursing activities include childhood elevated blood lead levels, adult wellness programs, school immunization audits and communicable disease prevention, and vaccinations.

Included in Public Health Nursing oversight are the services of specially trained nurses. These professionals work in the field with the local nurse and/or agency nurse assigned, to advise the Board of Health and/or governing body on issues of quality assurance and accountability of services.

- a. Communicable Disease Reportable Surveillance System: Public health nursing services consistent with N.J.A.C. 8:52 et seq.; include participating in Communicable Disease Reporting System, clinical surveillance, case identification and assurance of treatment. Conduct investigations, disseminate and exchange information relative to outbreaks of disease with physicians, hospitals, boards of education and other responsible health agencies as appropriate.
- b. School Immunization Auditing: Assist all schools in implementing and enforcing the immunization requirements contained in Chapter 14 of the State Sanitary Code N.J.A.C. 8:57-4 et seq., by providing immunization services and conducting periodic surveys and annual record audits.
- c. Adult Health Consultation Program: Adult consultation hours are established by mutual agreement with the MUNICIPALITY. Services include: health history evaluation; blood pressure measurement; height and weight measurement; referral and follow-up; and confidential consultation with a Public Health Nurse.

- d. Nursing Oversight Supervision: Whether the MUNICIPALITY chooses to provide their own municipal nurse for public health nursing functions, BCDHS will include nursing service as well as assistance with care plans, communicable disease reporting and investigation, and on-site meetings.

If MUNICIPALITY or local Board of Health contracts with a nursing agency, contracted vendor or employs a municipal nurse, it is the responsibility of the local Board of Health to ensure that the vendor or employee provide all public health nursing services as articulated in N.J.A.C. 8:52 et seq. including all of the oversight noted in the above paragraph.

Vendor agencies will comply with all public health nursing reporting criteria including Communicable Disease Reporting Surveillance System (CDRSS), monthly activity reports, and any other reports determined by the Health Officer as necessary to assure compliance with standard public health practice and appropriate communication of health conditions.

- e. Vaccination: BCDHS will assist with vaccinations as needs necessitate within our communities.
- f. Childhood Lead: The BCDHS shall provide case management oversight to all children and their families with high levels of lead. Will provide education in nutrition, preventive measures, exposure, effects of lead in blood and treatment.

Public Health nursing is practiced under the Bergen County Health Officer license; therefore, any vendor or employee shall submit reports as requested by the Health Officer, BCDHS Director of Nursing, or his/her designee and be subject to monitoring and review by the Health Officer and or their designee to ensure appropriate and comprehensive public health services. Any vendor contract or job description for public health nursing will be reviewed by the Health Officer to ensure an appropriate level and scope of service.

HEALTH PROMOTION AND EDUCATION SERVICES

All agreements with the County of Bergen for Health Officer Services also include Health Promotion and Education, as defined in N.J.A.C. 8:52 et seq. This service includes any combination of Health Promotion and Education and related activities which are designed to facilitate behavioral and environmental adaptations to protect or improve health using audio, visual, and print materials to support program initiatives.

- g. The Health Promotion and Health Education service shall provide a comprehensive health promotion and education program which is overseen by a Health Education team. All services provided will be in accordance with N.J.A.C 8:52-3.2 (a).

The Office of Health Promotion and Education offers numerous science-based educational programs to improve the quality of life by promoting nutrition, physical activity, clinical preventive screenings, and creates tools and resources to help individuals make healthy choices.

The Office of Health Promotion and Education will visit the local health department office to communicate current public health issues being addressed by the Department of Health Services. Health education programs are then prepared and conducted by Certified Health Education Specialists (CHES) on these topics. The COUNTY health programs on these local health issues and concerns are available to residents for in-person and virtual presentation, at community events and in coordination with community organizations and school programs. Programs are supported by health education literature and program materials. In addition to current public health issues, a variety of on-going, reoccurring issues and reinforcement for general populous topics.

Assistance with health promotion resources and consultation with a health educator upon request. Health resources, including online sources, are made available to all residents.

Response to public health emergencies in the form of health education literature and/or press releases are also available.

REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS) SERVICES

A team of licensed REHS' shall be provided to the MUNICIPALITY. These teams shall perform all State mandated public health inspections and investigations as set forth in the State Sanitary Code. This includes coverage for all reported public health related emergencies 24/7, 365 days per year. Enforcement actions taken by the COUNTY for violations of public health regulations that require a municipal court appearance shall be attended by REHS. The Health Officer or his/her designee shall attend Board of Health meetings held by the MUNICIPALITY.

- h. REHS oversight services include consultations and trainings with the local REHS and other public health municipal employees. These trainings will provide educational opportunities, quality assurance, and accountability of services.

The COUNTY shall inspect on behalf of the MUNICIPALITY delegated facilities regulated by the State Sanitary Code and other relevant State public health laws and codes. REHS services shall be limited to conducting public health compliance and enforcement (C&E) inspections of regulated facilities. The frequency and number of all C&E inspections performed shall be at the sole discretion of the Health Officer or his/her designee.

REHS public health compliance and enforcement inspections shall be limited to the following:

- a. Sanitary Operation of Kennels, Pet Shops, Shelters, and Pounds (N.J.A.C. 8:23A-1.1 through 1.12)
- b. Sanitation in Retail Food Establishments and Food and Beverage Vending Machines (N.J.A.C. 8:24)
- c. New Jersey Youth Camp Safety Standards (N.J.A.C. 8:25)
- d. Public Recreational Bathing (N.J.A.C. 8:26)
- e. Body Art Procedures (N.J.A.C. 8:27)
- f. Tanning Facilities (N.J.A.C. 8:28)
- g. Child Care Centers (N.J.A.C. 10:122-5.2; 7.7; 7.8)

The COUNTY shall investigate all reports of public health nuisances and complaints, animal bites, investigate foodborne, airborne, waterborne, and other suspected disease outbreaks as required by N.J.A.C. 8:52.

Public health investigations shall be limited to the following:

- a. Animal bites (N.J.S.A. 26:4-82; 83; 84; 85)
- b. Public Health Nuisance Code ordinances
- c. Public health complaints
- d. Reportable foodborne illness and suspected disease outbreaks

The COUNTY shall provide the MUNICIPALITY with report(s) related to any public health inspection(s) or investigation(s) conducted herein. The Municipality shall be solely responsible for maintaining files for these reports in accordance with all applicable laws and regulations. Upon request, the MUNICIPALITY shall immediately provide the COUNTY with a courtesy copy of any and all files pertaining to public health inspection(s) and/or investigation(s).

State Sanitary Code inspection and investigation services are practiced under the Health Officer's license; therefore, any contracted REHS vendor or municipal employee shall submit reports as requested by the Health Officer or his/her designee and are subject to monitoring and review by the Health Officer or his/her designee to ensure appropriate and comprehensive public health services are being provided to the MUNICIPALITY.

SECTION A
AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION

Option 2: SEPTIC AND WELL SERVICES

The MUNICIPALITY shall pay the COUNTY an hourly rate for all septic and well service(s) rendered. Hourly rates for Septic and Well services are contained in Section B.5.

COUNTY Services included:

- a. Septic system plan reviews
- b. On-site soil evaluations (septic systems)
- c. Septic system inspections
- d. Septic system complaint investigations
- e. Realty transfer reviews (septic systems)
- f. File reviews – building department applications (septic systems)
- g. Well plan reviews
- h. Well inspections
- i. Well permit reviews
- j. Well records reviews
- k. Analytical laboratory and PWTa report reviews
- l. Legal actions
- m. Consultations – septic and well (public/contractors/private)

SECTION A

AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION

Option 3: ANIMAL CONTROL SERVICES

This Agreement meets the mandatory municipal compliance for Animal Control including applicable sections of N.J.S.A. 4:19, N.J.A.C. 8:23A, N.J.A.C. 8-52 and N.J.A.C. 8:57. Animal Program services will be provided at the Bergen County Animal Shelter and Adoption Center (BCASAC), 100 United Lane, Teterboro, NJ 07608.

Mandated Services: Animal regulatory control compliance:

- a. All stray animal patrol and response done by State Certified Animal Control Officers
- b. Stray animal housing and care
- c. Rabies control including free vaccination clinics
- d. Specimen preparation and arrangement of transportation to NJPHEAL (New Jersey Public Health Environmental and Agricultural Laboratory)
- e. Rabies specimen preparation for testing in human exposure cases
- f. Confinement services for stray and owned animals involved in bite cases
- g. Animal Control related humane euthanasia services
- h. Emergency Veterinarian services for sick or injured domestic stray animals. This practice exceeds the basic care (alleviate pain and suffering) required under N.J.A.C. 8:23A-1.9.

The BCASAC provides comprehensive full-time veterinary care to sick or injured domestic animals entering the shelter at no additional cost to the MUNICIPALITY.

COUNTY Animal Control Services included with this Agreement:

- a. Animal control officer available 24/7, 365 days per year
- b. Impoundment of stray domestic animals not limited to public property
- c. Animal mobile adoption/community education services
- d. Rabies vaccination clinic/ State rabies vaccine distribution program
- e. Wildlife rescue including injured animals and orphaned juveniles
- f. Electronic records maintained for lost and found animals
- g. Emergency management when disaster response is requested
- h. Comprehensive follow up for rabies control and human exposure, including County REHS staff, County nursing staff, and County Health Officer
- i. Dead on Arrival (DOA) carcass removal from all municipal public areas
- j. Deer carcass removal from all public and private property at no additional cost to residents
- k. Comprehensive feral cat trap, neuter and release (TNR) program subject to locally managed feral cat colonies.

Resident Services Available: (fee based, visit www.co.bergen.nj.us)

- a. Respite animal housing and care in cases of eviction, hospitalization, incarceration, limited to 10 days and subject to availability
- b. Surrender of domestic animals, subject to availability
- c. Reclaim: Pet retrieval by owner (with appropriate documentation)
- d. Impoundment of domestic animals per State regulations, Humane Law Enforcement Officer (HLEO) authorization/charges, and/or court ordered
- e. Low-cost routine vaccinations (cats and dogs), as availability permits
- f. Pet Microchipping (cats and dogs)
- g. Proper and legal disposition of remains of deceased animals
- h. Limited services for wildlife assistance on private property: typically, a single animal within a garage, yard or accessible living area of the home. Residents with infestation of rodents, bees, squirrels, raccoons, etc., will need to contract with a private pest control company. The ACO reserves the right to evaluate the situation to determine if it is within the scope of services.

Service Availability / Hours of Operation:

The BCASAC is open to the public in excess of the state minimum of two (2) hours per day. Residents seeking adoption or reclaim information should be directed to the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ, (201) 229-4600.

Animal Control staff is available 24 hours per day / seven (7) days a week. All requests for immediate Animal Control Officer Response should be routed through the municipal Police Department to the Bergen County Public Safety Dispatch Center (201-785-8505). Non-emergency requests and resident inquiries should be directed to the COUNTY Animal Control division's office at (201) 229-4616.

Deer Carcass Removal:

- a. County and Municipal Roads, Private Property: COUNTY will provide deer carcass removal service on all County, Municipal and private properties within the MUNICIPALITY. The carcasses shall be removed by a NJDEP licensed transporter within 72 business hours and taken to a disposal facility licensed to receive carcasses. Requests for this service are initiated by the municipal police department by sending a completed deer carcass removal form to Animal Control at deercarcassremoval@co.bergen.nj.us. Those municipalities not contracting for Animal Control Services with the BCDHS will have to secure their own agreement for deer carcass removal on municipal roads.
Note: this form can be obtained by emailing a request to deercarcassremoval@co.bergen.nj.us.
- b. State Roads: Deer carcass removal from state roads within the municipality must be arranged through the N.J. D.O.T. by fax at (609) 588-2511, by phone at 1-609-588-6211, or via the website at: <http://www.state.nj.us/transportation/commuter/potholeform.shtml>

Handling of Strays: Strays are accepted from MUNICIPALITY, regardless of whether they are brought into the Animal Shelter facility by the Animal Control Officer or the public. They may be dropped off during normal Animal Shelter hours.

Wildlife: Animal Control will provide educational guidance to residents for wildlife/pest control concerns on private property. Services beyond the scope of the capabilities of the animal control services shall be referred to private vendors at the choice of the owner.

Adoption: All animals are evaluated, medically and behaviorally, for adoption or rescue placement. Bergen County has adopted a no-kill resolution committed to not euthanizing animals due to lack of space, breed, age, and length of stay or cost of treatment. Comprehensive efforts are made to provide for the adoption of all eligible animals. All adoption and reclaims are handled at the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ 07608. Special hours have been designated for adoption and are listed on the website: <http://www.co.bergen.nj.us/shelter>

Field Operations: The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect, transport and dispose of solid waste (animal carcasses) N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2.

Animal Control maintains fully equipped, temperature-controlled, State compliant vehicles; N.J.A.C. 8:23 A-1.12 All BCDHS Animal Control vehicles display the required NJDEP decal, the NJDEP Solid Waste Registration and carry the required Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h). Each animal control officer carries a cell phone and police radio for immediate consultation. During all hours, Municipal Police or Health Department officials, using the County Communication System at (201) 785-8505, may reach an Animal Control Officer to expedite response time.

SCHEDULE B AGREEMENT FEE SCHEDULE

MUNICIPALITY agrees to pay fees required for the optional services selected by the MUNICIPALITY. These fees include charges based on the population of a MUNICIPALITY, fees charged on the number of establishments within MUNICIPALITY, fees based on the number of required inspections and fees based on the amount of time expended by employees of the MUNICIPALITY. Specific fees for Health Services Options and for specific services included in a selected option are set forth in a Fee Schedule attached hereto. Fees set forth in the Schedule are applied in the following manner:

Option 1. PUBLIC HEALTH OFFICER WITH NURSING, HEALTH PROMOTION AND EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES

MUNICIPALITY agrees to provide financial compensation to the COUNTY for Public Health Officer, Public Health Nursing oversight and Health Promotion and Education on a per resident basis, as set forth in the attached payment fee schedule rate scale, based on the 2020 US Census report. Required Public Health Officer, Nursing and Health Promotion and Education set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for such services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

If the population of the MUNICIPALITY is less than 5,000 residents, the MUNICIPALITY agrees to pay percentage increases in the flat fee charge for subsequent Agreement years as set forth on the attached fee schedule.

Required Registered Environmental Health Specialist Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for REHS services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

Option 2. SEPTIC/WELL SERVICES

Services provided pursuant to this option on an hourly basis for all time expended by any COUNTY employee providing Septic/Well Health Services. The COUNTY shall include a description of the Well/Septic service provided on all invoices requiring hourly payments for this service. Septic/Well Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for Septic/Well services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule

Option 3. ANIMAL CONTROL SERVICES

If the MUNICIPALITY selects the Animal Control Option, MUNICIPALITY shall pay for Animal Control on a per resident basis, as set forth in the attached fee schedule. Animal Control Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for Animal Control services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

If the population of the MUNICIPALITY is less than 5,000 residents, MUNICIPALITY agrees to pay percentage increases as set forth in the attached fee schedule for subsequent agreement years as set forth on the attached fee schedule.

SECTION B. AGREEMENT FEE SCHEDULES

4 YEAR AGREEMENT FEE SCHEDULE

	SERVICE	2022 - current rates	2023 - 2% increase	2024 1.75% increase	2025 - 1.75% increase	2026 1.5% increase
a.	Health Officer (Census Base)	\$1.42	\$1.45	\$1.47	\$1.50	\$1.52
	Low Population HO Rate (below 5,000)	\$7,300.00	\$7,446.00	\$7,576.31	\$7,708.89	\$7,824.52
	REHS - PER INSPECTION					
	Retail Food Establishment Risk 1	\$71.50	\$72.93	\$74.21	\$75.50	\$76.64
	Retail Food Establishment Risk 2	\$107.26	\$109.41	\$111.32	\$113.27	\$114.97
	Retail Food Establishment Risk 3	\$214.52	\$218.81	\$222.64	\$226.54	\$229.93
	Retail Food Establishment Risk 4	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
	Public Recreational Bathing	\$214.52	\$218.81	\$222.64	\$226.54	\$229.93
	Child Care Center	\$107.26	\$109.41	\$111.32	\$113.27	\$114.97
	Kenel, Pet Shop, Shelter/Pound	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
	Youth Camp	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
	Tanning & Body Art Facility Inspections	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
	REHS - ANNUAL FEE					
	Complaints	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
	Animal Bites	\$178.78	\$182.36	\$185.55	\$188.79	\$191.63
	REHS - FLAT RATE FEE					
	Administration Fee	\$3,575.00	\$3,646.50	\$3,710.31	\$3,775.24	\$3,831.87
	Disease	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
	RFE Plan Reviews	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
	Temporary Food Event	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
b.	Septic/Well (Hourly Base)	\$77.86	\$79.42	\$80.81	\$82.22	\$83.45
c.	Animal Control (Census Base)	\$1.52	\$1.55	\$1.58	\$1.61	\$1.63

2 YEAR AGREEMENT FEE SCHEDULE

Renewal thereafter will continue with a 2% annual increase

	SERVICE	2022 - current rates	2023 - 2% increase	2024 2.5% increase
a.	Health Officer (Census Base)	\$1.42	\$1.45	\$1.48
	Low Population HO Rate (below 5,000)	\$7,300.00	\$7,446.00	\$7,632.15
	REHS -PER INSPECTION			
	Retail Food Establishment Risk 1	\$71.50	\$72.93	\$74.75
	Retail Food Establishment Risk 2	\$107.26	\$109.41	\$112.14
	Retail Food Establishment Risk 3	\$214.52	\$218.81	\$224.28
	Retail Food Establishment Risk 4	\$143.01	\$145.87	\$149.52
	Public Recreational Bathing	\$214.52	\$218.81	\$224.28
	Child Care Center	\$107.26	\$109.41	\$112.14
	Kennel, Pet Shop, Shelter/Pound	\$143.01	\$145.87	\$149.52
	Youth Camp	\$143.01	\$145.87	\$149.52
	Tanning & Body Art Facility Inspections	\$143.01	\$145.87	\$149.52
	REHS - ANNUAL FEE			
	Public Health Nuisance Complaints	\$143.01	\$145.87	\$149.52
	Animal Bites	\$178.78	\$182.36	\$186.91
	REHS - FLAT RATE FEE			
	Administration Fee	\$3,575.00	\$3,646.50	\$3,737.66
	Foodborne & Communicable Disease	\$391.18	\$399.00	\$408.98
	RFE Plan Reviews	\$391.18	\$399.00	\$408.98
	Temporary Food Event	\$391.18	\$399.00	\$408.98
b.	Septic/Well (Hourly Base)	\$77.86	\$79.42	\$81.40
c.	Animal Control (Census Base)	\$1.52	\$1.55	\$1.59

MUNICIPALITY CENSUS

Municipalities	2010 Census per US Census Report	2020 Census per US Census Report	INCREASE/ DECREASE
Bergen County			
Allendale Borough	6,505	6,848	5.27%
Alpine Borough	1,849	1,762	-4.71%
Bergenfield Borough	26,764	28,321	5.82%
Bogota Borough	8,187	8,778	7.22%
Carlstadt Borough	6,127	6,372	4.00%
Cliffside Park Borough	23,594	25,693	8.90%
Closter Borough	8,373	8,594	2.64%
Cresskill Borough	8,573	9,155	6.79%
Demarest Borough	4,881	4,981	2.05%
Dumont Borough	17,479	17,863	2.20%
East Rutherford Borough	8,913	10,022	12.44%
Edgewater Borough	11,513	14,336	24.52%
Elmwood Park Borough	19,403	21,422	10.41%
Emerson Borough	7,401	7,290	-1.50%
Englewood, City	27,147	29,308	7.96%
Englewood Cliffs Borough	5,281	5,342	1.16%
Fair Lawn Borough	32,457	34,927	7.61%
Fairview Borough	13,835	15,025	8.60%
Fort Lee Borough	35,345	40,191	13.71%
Franklin Lakes Borough	10,590	11,079	4.62%
Garfield city	30,487	32,655	7.11%
Glen Rock Borough	11,601	12,133	4.59%
Hackensack, City	43,010	46,030	7.02%
Harrington Park Borough	4,664	4,741	1.65%
Hasbrouck Heights Borough	11,842	12,125	2.39%
Haworth Borough	3,382	3,343	-1.15%
Hillsdale Borough	10,219	10,143	-0.74%
Ho-Ho-Kus Borough	4,078	4,258	4.41%
Leonia Borough	8,937	9,304	4.11%
Little Ferry Borough	10,626	10,987	3.40%
Lodi Borough	24,136	26,206	8.58%
Lyndhurst Township	20,554	22,519	9.56%
Mahwah Township	25,890	25,487	-1.56%
Maywood Borough	9,555	10,080	5.49%
Midland Park Borough	7,128	7,014	-1.60%
Montvale Borough	7,844	8,436	7.55%
Moonachie Borough	2,708	3,133	15.69%

MUNICIPALITY CENSUS

Municipalities	2010 Census per US Census Report	2020 Census per US Census Report	INCREASE/ DECREASE
Bergen County			
New Milford Borough	16,341	16,923	3.56%
North Arlington Borough	15,392	16,457	6.92%
Northvale Borough	4,640	4,761	2.61%
Norwood Borough	5,711	5,641	-1.23%
Oakland Borough	12,754	12,748	-0.05%
Old Tappan Borough	5,750	5,888	2.40%
Oradell Borough	7,978	8,244	3.33%
Palisades Park Borough	19,622	20,292	3.41%
Paramus Borough	26,342	26,698	1.35%
Park Ridge Borough	8,645	8,883	2.75%
Ramsey Borough	14,473	14,798	2.25%
Ridgefield Borough	11,032	11,501	4.25%
Ridgefield Park Village	12,729	13,224	3.89%
Ridgewood Village	24,958	25,979	4.09%
River Edge Borough	11,340	12,049	6.25%
River Vale Township	9,659	9,909	2.59%
Rochelle Park Township	5,530	5,814	5.14%
Rockleigh Borough	531	407	-23.35%
Rutherford Borough	18,061	18,834	4.28%
Saddle Brook Township	13,659	14,294	4.65%
Saddle River Borough	3,152	3,372	6.98%
South Hackensack Township	2,378	2,701	13.58%
Teaneck Township	39,776	41,246	3.70%
Tenafly Borough	14,488	15,409	6.36%
Teterboro Borough	67	61	-8.96%
Upper Saddle River Borough	8,208	8,353	1.77%
Waldwick Borough	9,625	10,058	4.50%
Wallington Borough	11,335	11,868	4.70%
Washington Township	9,102	9,285	2.01%
Westwood Borough	10,908	11,282	3.43%
Woodcliff Lake Borough	5,730	6,128	6.95%
Wood-Ridge Borough	7,626	10,137	32.93%
Wyckoff Township	16,696	16,585	-0.66%
TOTAL	905,116	955,732	5.59%
Out of BERGEN COUNTY			
East Newark	2406	2594	7.81%
Harrison	13620	19450	42.80%
Kearny	40684	41999	3.23%
TOTAL	56710	64043	12.93%

REHS Pricing Worksheet Instructions

Enclosed is a pricing worksheet to help you in determining the anticipated yearly cost to contract for *Direct Registered Environmental Health Specialist (REHS) Services Coverage* with the Bergen County Department of Health Services.

The information required to complete this pricing worksheet can be obtained from your local licensing department or local Board of Health. All businesses and facilities located within your municipality listed below are required to be licensed.

REHS – PER INSPECTION FEES

Retail Food Establishment Inspections (RFE)

- *Risk Type 1 RFEs* require one (1) inspection per year. Multiply the total number of licensed *Risk Type 1* establishments located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 2 RFEs* require one (1) inspection per year. Multiply the total number of licensed *Risk Type 2* establishments located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 3 RFEs* require two (2) inspections per year. Multiply the total number of licensed *Risk Type 3* establishments located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 4 RFEs* require two (2) inspections per year. Multiply the total number of licensed *Risk Type 4* establishments located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.

Public Recreational Bathing Inspections

- *Public Recreational Bathing* facilities require two (2) inspections per year. Multiply the total number of licensed *Public Recreational Bathing* facilities located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.

Child Care Center Inspections

- *Child Care Centers* require one (1) inspection per year. Multiply the total number of licensed *Child Care Centers* located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

Kennel, Pet Shop, Shelter/Pound Inspections

- *Kennels, Pet Shops, Shelters/Pounds* require one (1) inspection per year. Multiply the total number of licensed *Kennel, Pet Shop, Shelter/Pound* facilities located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

Youth Camp Inspections

- *Youth Camps* require one (1) pre-operational inspection per year. Multiply the number of New Jersey State licensed *Youth Camps* located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

Tanning & Body Art Facility Inspections

- *Tanning & Body Art* facilities require one (1) inspection per year. Multiply the total number of licensed Tanning & Body Art facilities located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

REHS – ANNUAL FEES

Public Health Nuisance Complaints

- Take the previous 2-year average of the total amount of *Public Health Nuisance Complaint* investigations reported. This total is the amount of investigations to be used on the pricing worksheet.

Animal Bites

- Take the previous 2-year average of the total amount of *Animal Bites* reported. This total is the amount of investigations to be used on the pricing worksheet.

REHS – FLAT RATE FEES

- Food Borne and Communicable Disease Investigation(s)
- Administration
- Retail Food Establishment Plan Review(s)
- Temporary Food Event(s)

Once the total numbers of inspections and investigations have been determined for each individual category, the totals are to then be multiplied by the fee amounts listed on the worksheet for their respective category. Finally, add the totals for each category together for the *Total Yearly Cost of REHS Contracted Services* for your municipality.

Questions?

Please contact Thomas Longo, Program Coordinator at (201) 634-2783.

REHS Pricing Worksheet:

Retail Food Establishment Inspections (RFE):

				<u>FEE</u>		<u>TOTAL</u>
Risk Type 1:	_____ # Facilities x 1= _____	X		_____	=	_____
Risk Type 2:	_____ # Facilities x 1= _____	X		_____	=	_____
Risk Type 3:	_____ # Facilities x 2= _____	X		_____	=	_____
Risk Type 4:	_____ # Facilities x 2= _____	X		_____	=	_____

Temporary Food Event Inspections

Yearly Flat Rate	_____	=	_____
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RFE Plan Reviews

Yearly Flat Rate	_____	=	_____
------------------	-------	---	-------

Public Recreational Bathing Inspections

_____ # Facilities x 2= _____	X	_____	=	_____
-------------------------------	---	-------	---	-------

Child Care Center Inspections

_____ # Facilities x 1= _____	X	_____	=	_____
-------------------------------	---	-------	---	-------

Kennel, Pet Shop, Shelter/Pound Inspections

_____ # Facilities x 1= _____	X	_____	=	_____
-------------------------------	---	-------	---	-------

Youth Camp Inspections

_____ # Facilities x 1= _____	X	_____	=	_____
-------------------------------	---	-------	---	-------

Tanning & Body Art Facility Inspections

_____ # Facilities x 1= _____ X _____ = _____

Public Health Nuisance Complaints (2-year average)

_____ # Investigations _____ X _____ = _____

Animal Bites (2-year average)

_____ # Investigations _____ X _____ = _____

Foodborne & Communicable Disease Investigations

Yearly Flat Rate _____ = _____

Administration (Court, Board Meetings, OPRA Review, etc.)

Yearly Flat Rate _____ = _____

Total Estimated Yearly Cost of REHS Contracted Services = \$ _____



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1001-22

Agenda: 11/2/2022

Health Services

Meeting Date: 11/2/2022

Purpose: 2023 Shared Service Agreements

Dollar Amount: REVENUE PRODUCING

Contract Basis: Not Applicable

Prepared By: JL

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

Yes: 6 - Chairwoman Silna Zur, Vice Chairman Sullivan, Chairwoman Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Hache Sr., and County Commissioner Ortiz

Absent: 1 - County Commissioner Tanelli

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1001-22, passed by the BOARD OF COUNTY COMMISSIONERS on 11/2/2022.

Attest:

A handwritten signature of Lara Rodriguez in cursive script, written over a horizontal line.



COUNTY OF BERGEN

Certified Copy

Resolution: 1001-22

Agenda: 11/2/2022

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

BERGEN COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION

WHEREAS, Boards of Health in various municipalities, pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq and N.J.S.A. 26:3A2-1 et seq., are desirous to enter into an Agreement for Public Health Services with the County of Bergen, Department of Health Services for public health activities for the period January 1, 2023 through December 31, 2024 for a consideration to be agreed upon between the County and the individual municipality in keeping with the County Executive's Shared Services initiative; and

WHEREAS, shared government services has proven to provide quality and improved services for the current mandated requirements while securing sustainable cost savings through economies of scale;

WHEREAS, utilizing shared government services enable staff time to be moved from commodity activities (office functions) to value added resident orientated activities and provides the ability to continually offer residents needed services;

THEREFORE, BE IT RESOLVED, that the County of Bergen enter into contracts with various municipalities' Boards of Health for the provision of Public Health Services pursuant to N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 26:3A2-1 for consideration to be agreed upon between the County and the individual municipality, and;

BE IT RESOLVED, that said agreements shall run from January 1, 2023 through December 31, 2023 for Employee Assistance Program agreements, and from January 1, 2023 to December 31, 2024 or December 31, 2026 for 2- and 4-year health officer, animal control, and REHS contracts, for a consideration to be agreed upon between the County and the individual municipalities; and

BE IT FURTHER RESOLVED, that on behalf of the County of Bergen, the County Executive is hereby authorized to execute the above-referenced shared-service contracts, in a form approved by County Counsel, and;

BE IT FURTHER RESOLVED, that the County Executive is hereby authorized to execute the necessary title documents in a form to be approved by County Counsel.

**RESOLUTION # 2023-56****DATE: 02-02-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓				✓	
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓					✓
M.E. Murphy	✓					
R. Robbins	✓					

**NJDEP Municipal Stormwater
AGREEMENT FOR PROFESSIONAL SERVICES**

WHEREAS, Neglia Engineering Associates has provided the Borough with an Agreement for Professional Services for the Year 2022 Annual Stormwater Report and Supplemental Questionnaire which is required to be submitted per the NJDEP Municipal Stormwater Management Program; and

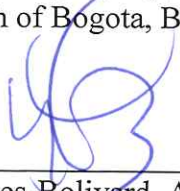
WHEREAS, the Agreement for Professional Services includes a lump sum cost of \$3,785.00 representing Engineering Costs; and

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

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute the agreement of services for the Year 2022 Annual Stormwater Report and Supplemental Questionnaire for Neglia Engineering Associates, 34 Park Avenue, Lyndhurst, New Jersey.

Certified copy of a Resolution passed at the February 2, 2023 Mayor and Council Agenda meeting – Roll Call Vote – All in Favor yes.

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 in the New Jersey.



Yenlys Flores-Bolivar, Acting Municipal Clerk

**RESOLUTION # 2023-57****DATE: 02-02-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓				✓	
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓					✓
M.E. Murphy	✓					
R. Robbins	✓					

New Jersey Department of Transportation to construct roadway improvements on Larch Avenue from West Main Street to West Fort Lee Road within the Borough
AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS, Borough of Bogota has chosen to enter into a grant agreement in the amount of \$112,840.00 with the New Jersey Department of Transportation to construct roadway improvements on Larch Avenue from West Main Street to West Fort Lee Road within the Borough; and

WHEREAS, Neglia Engineering Associates has provided the Borough with an Agreement for Professional Services for this project which will require both NJDOT Municipal Aid Grant Funding and Municipal Capital Funding as the improvements proposed exceed the allotted grant funds; and

WHEREAS, the Agreement for Professional Services includes a lump sum cost of \$17,890.00 representing Surveying and Engineering Costs, on a time basis (schedule in contract) not to exceed \$17,320.00 representing Construction Administration Services, and on a material basis (schedule in contract) not to exceed \$1,500.00 representing Reimbursable Expenses; and

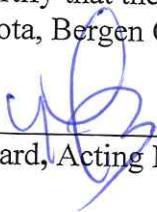
WHEREAS, the CFO has certified that these funds have been appropriately budgeted for; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute the agreement of services for the Larch Avenue from West Main Street to West Fort Lee Road Improvements project for Neglia Engineering Associates, 34 Park Avenue, Lyndhurst, New Jersey.

Certified copy of a Resolution passed at the February 2, 2023 Mayor and Council Agenda meeting
– Roll Call Vote – All in Favor YES



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


Yenlys Flores-Bolivard, Acting Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: January 20, 2023

TO: Mayor and Council
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

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

RE: Year 2022 Annual Report, Supplemental Questionnaire, and Meeting Attendance
NJDEP Municipal Stormwater Management Program
Borough of Bogota, Bergen County, New Jersey

Neglia Engineering Associates has received the following request to provide Engineering Services for the above referenced project. Per the NJDEP Municipal Stormwater Management Program requirements, the Borough of Bogota must file the Year 2022 Annual Report to the NJDEP Bureau of Nonpoint Source Pollution by May 05, 2023. This submission must be on-line. This proposal addresses the initial preparation of the Report, review of the report with the Borough at a meeting, revisions to the Report, aid in the submission of the Report, and review of the report with the NJDEP Enforcement Division. It shall be noted that the Year 2022 Annual Report submission requires the review, preparation, and submission of the Supplemental Questionnaire. This additional form requires additional effort to complete which is included within this year's proposal.

Description of Services - See attached Scope of Services.

Requested By: Borough of Bogota

Date of Request: January 2023

This agreement, when approved by **Borough of Bogota** will be completed on a lump sum basis for a cost of **Three Thousand Seven Hundred Eighty-Five Dollars (\$3,785.00)** representing Engineering Services. This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions.

LYNDHURST

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

MOUNTAINSIDE

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

I. BACKGROUND

Per the NJDEP Municipal Stormwater Management Program requirements, the Borough of Bogota must file the Year 2022 Annual Report to the NJDEP Bureau of Nonpoint Source Pollution by May 05, 2023. This submission must be on-line. This proposal addresses the initial preparation of the Report, review of the report with the Borough at a meeting, revisions to the Report, aid in the submission of the Report, and review of the report with the NJDEP Enforcement Division. It shall be noted that the Year 2022 Annual Report submission requires the review, preparation, and submission of the Supplemental Questionnaire. This additional form requires additional effort to complete which is included within this year's proposal.

II. SCOPE OF SERVICES**A. Year 2022 Annual Report**

Neglia Engineering Associates will aid in the submission of the Year 2022 Annual Report to the NJDEP Bureau of Nonpoint Pollution Control. The tasks included within this project phase are as follows:

1. Prepare a partially completed Year 2022 Annual Report
2. Submit the partially completed Year 2022 Annual Report to the Borough for review and comment
3. Submit the partially completed Year 2022 Annual Report – Supplemental Questionnaire to the Borough for review and comment
4. Attend a meeting with the Borough Administrator and Borough Department of Public Works Superintendent to complete the Annual Report and discuss revision requests (if necessary)
5. Revise the Report per the Borough comments and revision requests
6. Aid in the issuance a finalized Report to the NJDEP
7. Attend a meeting with NJDEP Enforcement Division with the Borough to review the submitted Year 2022 Annual Report if deemed necessary

This project phase will be billed on a lump sum basis for a cost of Three Thousand Seven Hundred Eighty-Five Dollars (\$3,785.00).

III. DELIVERABLES

We will provide with your assistance a Year 2022 Annual Report and Supplemental Questionnaire. Mapping and surveying services are not included as part of this proposal.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to start the described services immediately, upon receipt of a signed copy of this agreement and the General Conditions. Our office will require twenty business days to gather the required information to complete the said documents. **Please be aware that this Annual Report must be submitted to the NJDEP by no later than May 05, 2023.**

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. The budget to provide the above scope of services is \$3,785.00.

VI. CONDITIONS AND EXCLUSIONS

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

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

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

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

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

ARTICLE XI - ARBITRATION: All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing

arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

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

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement. The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agree upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be



EXPERIENCED
DEDICATED
RESPONSIVE

NEGLIA GROUP
2023 MUNICIPAL
HOURLY BILLING RATES

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

Notes:

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

LYNDHURST

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

MOUNTAINSIDE

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

paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.

8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

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

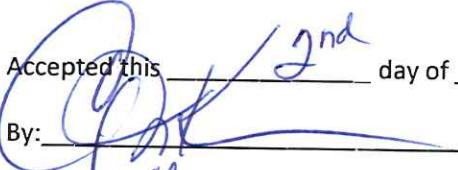
Thank you for affording us the opportunity to be of service. We look forward to working with the Borough of Bogota on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Engineering Associates


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

Attachments: 2023 Municipal Rates

Accepted this 2nd day of February 2023

By: 

Title: Mayor

\\Nea-file01\WDOX\MUNI\BOGO\2023P\PROPOSAL\00364915.DOCX



RESOLUTION # 2023-58

DATE: 02-02-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓				✓	
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓					✓
M.E. Murphy	✓					
R. Robbins	✓					

Reappointing Acting Clerk

WHEREAS, on March 3, 2022, Yenlys Flores-Bolivard was appointed to the position of Acting Municipal Clerk, to fill a vacancy that occurred on or about February 24, 2022; and,

WHEREAS, the aforementioned appointment was made in accordance with the provisions of N.J.S.A. 40A:9-133(c); and,

WHEREAS, per the aforementioned statute, the position of Acting Municipal Clerk is to be held for a period not to exceed one (1) year from the date of the vacancy, after which time the Borough must request approval from the Director of the Division of Local Government Services in the Department of Community Affairs (hereinafter the "Director") to allow the position to be held for an additional one (1) year term; and,

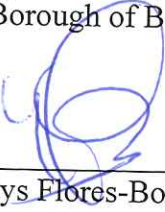
WHEREAS, the Mayor and Council wish for Ms. Flores-Bolivard to continue serving in the position of Acting Municipal Clerk as she obtains her Municipal Clerk license, and to seek the required approval from the Director for an additional one (1) year term.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that Yenlys Flores-Bolivard is hereby appointed to an additional one (1) year term as Acting Municipal Clerk for the Borough of Bogota, commencing February 24, 2023, pending approval of the Director of the Division of Local Government Services in the Department of Community Affairs, and per the requirements of N.J.S.A. 40A:9-133(c); and,

BE IT FURTHER RESOLVED, that the Acting Borough Clerk, Borough Administrator and/or any other necessary Borough officials are hereby authorized to take the necessary steps to request approval from the Director to effectuate the purposes of this Resolution.



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



Yenlys Flores-Bolivard, Acting Municipal Clerk



RESOLUTION # 2023-59

DATE: 2-2-2023

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter	✓					
J.E.Granquist	✓					
P. McHale	✓					
J. Mitchell	✓					
M.E. Murphy	✓				✓	
R. Robbins	✓					✓

Borough of Bogota Meeting Time has been changed to from 7:30- 7:00pm

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Bogota, that the first sentence of paragraph 2 of Article IV, Section 1 of the bylaws of the Borough of Bogota are hereby amended to provide that “All regular meetings of the Borough shall take place at 7:00p.m. on the first and third Thursdays of each month.”; and,

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

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

Yenlys Flores-Bolivard, Acting Municipal Clerk

**RESOLUTION # 2023-60****DATE: 02-02-2023**

COUNCIL	YES	NO	ABSENT	ABSTAIN	MOTION	SECOND
C. Carpenter		✓				
J.E.Granquist	✓					
P. McHale	✓					✓
J. Mitchell		✓				
M.E. Murphy		✓				
R. Robbins	✓				✓	
Mayor Kelemen	✓					

**Authorizing Raymond Wiss, Esq. to continue negotiating the labor contract between the
Borough and the Bogota Police Department**

WHEREAS, Raymond Wiss, Esq. served as Labor Attorney for the Borough of Bogota for the year 2022; and,

WHEREAS, during his tenure as Labor Attorney, Mr. Wiss represented the Borough in labor contract negotiations with the Bogota Police Department; and,

WHEREAS, Mr. Wiss was not reappointed as Labor Attorney for 2023; and,

WHEREAS, notwithstanding the foregoing, the Borough wishes for Mr. Wiss to continue representing the Borough in the limited capacity of continuing to negotiate the labor contract for the Bogota Police Department, and to continue this representation until such time as the pending police contract is finalized.

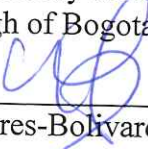
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that Raymond Wiss, Esq. is hereby authorized to continue representing the Borough in labor contract negotiations with the Bogota Police Department; and,

BE IT FURTHER RESOLVED, that unless otherwise approved by the Council, all other labor matters are to be handled by the Borough's current Labor Attorney, John L. Shahdanian II, Esq.; and,

BE IT FURTHER RESOLVED, that the Borough Clerk shall forward a copy of this resolution to the Borough Administrator and Chief Financial Officer for their records.

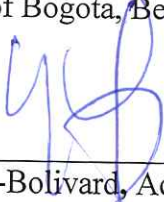


I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County in the New Jersey.



Yenlys Flores-Bolivard, Acting Municipal Clerk

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



Yenlys Flores-Bolivard, Acting Municipal Clerk



RESOLUTION # 2023-60C

DATE: 02-02-23

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

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

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

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

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

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

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

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

 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

_____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 in the New Jersey.

Yenlys Flores-Bolivard, Acting Municipal Clerk

R E S O L U T I O N

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



PC23-02 Payment of Claims
Meeting: 02-02-23

DATE January 31, 23

MOTION Carpenter

SECOND McHale

Carried ☒ Defeated ☐ Tabled ☐

WHEREAS, as required by NJSA 40A:4-57 and any other applicable requirements, the Chief Financial Officer of the Borough of Bogota has certified there are sufficient funds available in the appropriations of the municipal budget line items to make payment too claimants per the payment of claims;

BE IT RESOLVED that the Mayor and Council of the Borough of Bogota authorizes payment in the aggregate amounts of:

<u>Fund</u>	<u>Amount</u>
Total fund 01 Current Fund	1,693,617.39
Total fund 04 General Capital Fund	32,050.45
Total fund 13 Recreation Trust Fund	1,492.38
Total fund 14 Trust Fund - Other	9,560.00
Total fund 16 ACCUTRACK ACCOUNT	1,298.75
GRAND TOTAL:	1,738,018.97

BOROUGH OF BOGOTA**Bill list**

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>	<u>Account</u>	<u>Check #</u>
BOROUGH OF BOGOTA	5,308.33	2023-01-30 PR	General	2301302
AQUA CHILL PARSIPPANY	146.00	INV# 86216; JANUARY	General	0
ASCAP	422.50	ACCOUNT# 500727825;	General	0
BOROUGH OF BOGOTA	759.06	2023-01-30 PR	Mayor &	2301302
BOROUGH OF BOGOTA	6,189.35	2023-01-30 PR	Municipal	2301302
DANIEL DABROSKI	500.00	CLERK HELP FOR	Municipal	0
INSERRA SUPERMARKETS	77.90	INV# 01340474035;	Municipal	0
NJ ADVANCE MEDIA	463.86	PLANNING/ZONING &	Municipal	0
NORTH JERSEY MEDIA GROUP	203.03	SUBSCRIPTION	Municipal	0
TROPHY KING, INC	60.00	INV# 22712; 2"X10"	Municipal	0
YENLYS FLORES-BOLIVARD	-24.51	REIMBURSEMENT FOR	Municipal	46557
YENLYS FLORES-BOLIVARD	24.51	REIMBURSEMENT FOR	Municipal	46558
BOROUGH OF BOGOTA	747.91	2023-01-30 PR	Financial	2301302
BATTAGLIA ASSOCIATES, LLC.	10,500.00	INV# BO-2023-01;	Financial	0
ACTION DATA SERVICES	373.05	DEMAND DEBIT -	Financial	2301251
ACTION DATA SERVICES	100.00	DEMAND DEBIT -	Financial	2301301
GREAT AMERICAN FINANCIAL	330.00	33267405; POSTAGE	Data	0
TRI-STATE TECHNICAL	428.50	INV# 33574, 33664,	Data	0
BOROUGH OF BOGOTA	442.17	2023-01-30 PR	Revenue	2301302
BATTAGLIA ASSOCIATES, LLC.	6,800.00	INV# BO-2023-01;	Revenue	0
BOROUGH OF BOGOTA	706.74	2023-01-30 PR	Tax	2301302
MICROSYSTEMS-NJ.com, L.L.C.	1,600.93	INV# 16112; 2023 TAX	Tax	0
BOGGIA & BOGGIA, LLC	6,500.00	JANUARY 2023 RETAINER	Legal	0
BOROUGH OF BOGOTA	110.41	2023-01-30 PR	Planning/Zo	2301302
NJ ADVANCE MEDIA	149.67	PLANNING/ZONING &	Planning/Zo	0
BOROUGH OF BOGOTA	5,340.93	2023-01-30 PR	Constructio	2301302
BOROUGH OF BOGOTA	1,510.11	2023-01-30 PR	Property	2301302
RELIANCE STANDARD LIFE INS.	303.19	FEBRUARY 2023 EMPLOYEE	Group	46565
BOROUGH OF BOGOTA	76,673.53	2023-01-30 PR	Police -	2301302
BOROUGH OF BOGOTA	10,164.91	2023-01-30 PR	Police -	2301302
BOROUGH OF BOGOTA	5,127.50	2023-01-30 PR	Police -	2301302
MAIN LOCK SHOP	32.00	INV# 0185741-IN; KEYS	Police -	0
INTRALOGIC SOLUTIONS	348.00	INV# 62946; PANIC	Police -	0
TRI-STATE TECHNICAL	174.00	INV# 33574, 33664,	Police -	0
NJ MOTOR VEHICLE COMMISSION	150.00	2023 ANNUAL ADMIN FEE	Police -	0
BERGEN CNTY POLICE CHIEFS	600.00	BCPCA 2023 DUES FOR	Police -	0
INTERN ASSOC. CHIEF OF	190.00	IACP # 02049200;	Police -	0
BOROUGH OF BOGOTA	520.20	2023-01-30 PR	Police	2301302
BOROUGH OF BOGOTA	3,706.50	2023-01-30 PR	Crossing	2301302
PENGUIN MANAGEMENT, INC	240.00	INV# 72003; 1/1-6/30	Auxiliary	0
BOROUGH OF BOGOTA	6,657.04	2023-01-30 PR	Police	2301302
PENGUIN MANAGEMENT, INC	240.00	INV# 72003; 1/1-6/30	Rescue	0
BOROUGH OF BOGOTA	3,118.18	2023-01-30 PR	Uniform	2301302
VEOLIA WATER NEW JERSEY	5,895.40	DEC-JANUARY CHARGES	Uniform	46562
BOROUGH OF BOGOTA	29,779.42	2023-01-30 PR	DPW - S&W	2301302
BOROUGH OF BOGOTA	403.73	2023-01-30 PR	DPW - S&W	2301302
HOME DEPOT CREDIT SERVICES	295.95	INV# 3111348; SUPPLIES	DPW - O/E	0
46 TRUCK REPAIR INC.	3,708.06	SERVICE ON WHEEL	DPW - O/E	0
TOM'S SERVICE CENTER	100.00	INV# 28508; B2 TRUCK 4	DPW - O/E	0
BERGEN COUNTY PUBLIC WORKS	75.00	INV# 2023; 2023 MEM	DPW - O/E	0
PWANJ	75.00	2023 MEM DUES FOR PUB	DPW - O/E	0
DIAMOND ROCK SPRING WATER	30.00	INV# 198480; 5 GALLONS	DPW - O/E	0
GORDON J KOHLES	213.23	REIMBURSEMENT FOR	DPW - O/E	0
BOROUGH OF BOGOTA	154.42	2023-01-30 PR	Shade Tree	2301302
BRAEN STONE	318.35	INV# 161295; RECYCLED	Buildings &	0
COOPER PEST SOLUTIONS	113.95	INV# 1843888 &	Buildings &	0
CSX TRANSPORTATION	576.68	INV# 8435211,	Buildings &	0
DELAWARE OSTEGO CORPORATION	100.00	ANNUAL FEE FOR FENCE	Buildings &	0
G & S HARDWARE	60.79	INV# 309206; COLD	Buildings &	0
HOME DEPOT CREDIT SERVICES	538.38	INV# 3100804 &	Buildings &	0
MAIN LOCK SHOP	57.50	INV# 0185866-IN; KEYS	Buildings &	0
QUALITY COOLING CORP	490.00	INV# 2023-087 &	Buildings &	0
VERIZON	42.53	JAN DPW ALARM LINE	Buildings &	46561
BOROUGH OF BOGOTA	2,083.33	2023-01-30 PR	Recreation	2301302
COOPER PEST SOLUTIONS	54.59	INV# 1843888 &	Recreation	0

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>	<u>Account</u>	<u>Check #</u>
COSTCO BUSINESS CENTER	200.66	SUPPLIES FOR REC &	Recreation	0
COSTCO BUSINESS CENTER	72.96	REC AND SENIOR	Recreation	0
SUNNY BUNNY	556.00	INV-2971014777; EASTER	Recreation	0
TOM'S SERVICE CENTER	59.95	INV# 28424; VAN - OIL	Recreation	0
COSTCO BUSINESS CENTER	115.37	REC AND SENIOR	Recreation	0
INSERRA SUPERMARKETS	117.38	INV# 01340256674; SR	Recreation	0
INSERRA SUPERMARKETS	321.52	INV# 01340246960; SR	Recreation	0
JAMES MOORE	25.58	DUNKIN' FOR SR MEETING	Recreation	0
BOROUGH OF BOGOTA	9,757.96	2023-01-30 PR	Free Public	2301302
PSE&G	21,839.22	JANUARY 2023 GAS &	Electricity	0
BULLSEYE TELECOM, INC.	2,666.56	JANUARY-FEBRUARY 2023	Telephone	0
VERIZON	289.00	ACCOUNT#	Telephone	0
OPTIMUM	239.88	JANUARY 2023 CABLE/ISP	Telephone	46560
VEOLIA WATER NEW JERSEY	50.40	DEC-JANUARY CHARGES	Water	46562
ENVIRONMENTAL RENEWAL, LLC	107.50	INV# 321861 & 321869	Solid Waste	0
ENVIRONMENTAL RENEWAL, LLC	387.00	INV# 321817;	Solid Waste	0
BOROUGH OF BOGOTA	7,532.77	2023-01-30 PR	Social	2301302
BOROUGH OF BOGOTA	2,195.44	2023-01-30 PR	Municipal	2301302
STAPLES ADVANTAGE	61.53	INV# 352596991; FIRST	Municipal	0
LERCH, VINCI & BLISS, LLP	203.00	39010; MGMT ADVISORY	Financial	0
LERCH, VINCI & BLISS, LLP	422.00	39010; MGMT ADVISORY	Audit	0
TRI-STATE TECHNICAL	-245.00	INV# 37257;	Data	45726
TRI-STATE TECHNICAL	-95.00	INV# 37333; FIXED	Data	45726
Check Total TRI-STATE TECHNICAL		-340.00		
TRI-STATE TECHNICAL	-237.50	INV# 32421, 32336,	Data	45768
TRI-STATE TECHNICAL	-128.00	INV# 32421, 32336,	Data	45768
Check Total TRI-STATE TECHNICAL		-505.50		
TRI-STATE TECHNICAL	-132.00	INV# 32669 & 37657	Data	46032
TRI-STATE TECHNICAL	-807.50	INV# 37004 & 38888	Data	46032
Check Total TRI-STATE TECHNICAL		-3,227.00		
TRI-STATE TECHNICAL	245.00	INV# 37257;	Data	46563
TRI-STATE TECHNICAL	95.00	INV# 37333; FIXED	Data	46563
TRI-STATE TECHNICAL	128.00	INV# 32421, 32336,	Data	46563
TRI-STATE TECHNICAL	237.50	INV# 32421, 32336,	Data	46563
TRI-STATE TECHNICAL	132.00	INV# 32669 & 37657	Data	46563
TRI-STATE TECHNICAL	807.50	INV# 37004 & 38888	Data	46563
T&G INDUSTRIES INC.	36.25	INV# 3514234; COPY	Data	0
BOGGIA & BOGGIA, LLC	2,898.00	PROF SRVCS THROUGH	Legal	0
WISS & BOUREGY, P.C.	2,086.00	PROF SRVCS RENDERED	Legal	0
COSTA ENGINEERING	300.00	INV# 21929; OUTFRONT	Planning/Zo	0
NORTH JERSEY MEDIA GROUP	37.60	AFFID OF PUB WENESCO	Planning/Zo	0
TRI-STATE TECHNICAL	-1,074.50	INV# 32669 & 37657	Constructio	46032
TRI-STATE TECHNICAL	1,074.50	INV# 32669 & 37657	Constructio	46563
AXON ENTERPRISE INC.	768.00	INV# INUS084787; UCP	Police -	0
AXON ENTERPRISE INC.	1,903.20	INV# INUS077853; TECH	Police -	0
SIRCHIE LABORATORIES INC	286.27	INV# 0571727-IN;	Police -	0
STAPLES ADVANTAGE	142.23	INV# 3525238918 &	Police -	0
TRI-STATE TECHNICAL	-140.00	INV# 32421, 32336,	Police -	45768
TRI-STATE TECHNICAL	-284.00	INV# 32421/32699; MAY	Police -	46032
TRI-STATE TECHNICAL	-406.50	INV# 29551, 33905,	Police -	46032
TRI-STATE TECHNICAL	140.00	INV# 32421, 32336,	Police -	46563
TRI-STATE TECHNICAL	284.00	INV# 32421/32699; MAY	Police -	46563
TRI-STATE TECHNICAL	406.50	INV# 29551, 33905,	Police -	46563
BROWNELLS	756.20	QUOTE; GUN CLEANING	Police -	0
WITMER PUBLIC SAFETY GROUP	945.44	QUOTE# QUO64559; GLOCK	Police -	0
D & E UNIFORMS	319.00	INV# BPD1064; BOGOTA	Police -	0
TAPCO, INC.	767.00	INV# I727398;	Police -	0
TRI-STATE TECHNICAL	-522.50	INV# 37778; FIRE	Uniform	46032
TRI-STATE TECHNICAL	522.50	INV# 37778; FIRE	Uniform	46563
INSERRA SUPERMARKETS	237.97	INV# 01340511460; DPW	DPW - O/E	0
AGL WELDING SUPPLY CO, INC	54.68	INV# 0010094560; DEC	DPW - O/E	0
SUBURBAN DISPOSAL INC	31,800.00	INV# 9196	Solid Waste	0
ANZO, INC	0.00	VOID	Buildings &	0
ANZO, INC	-375.00	INV# 77124; SERIVE	Buildings &	46525
ANZO, INC	-375.00	INV# 77124; HVAC	Buildings &	46525
Check Total ANZO, INC		-750.00		
ANZO, INC	375.00	INV# 77124; SERIVE	Buildings &	46559
PIGNATELLI ELECTRIC	20,500.00	2022-10-, 2022-11,	Buildings &	0
INSERRA SUPERMARKETS	44.32	INV# 01340289100; SR	Seniors -	0
INSERRA SUPERMARKETS	505.09	INV# 01340263993;	Recreation	0
UNITED SITE SERVICES	1,831.89	AUG-NOV PORTA POTTYS	Recreation	0
INSERRA SUPERMARKETS	45.30	INV# 01340278517;	Recreation	0
PSE&G	1,056.77	31 FAIRVIEW AVE FL#1 &	Electricity	46564

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>	<u>Account</u>	<u>Check #</u>
WOODRUFF ENERGY	1,591.32	DECEMBER-JANUARY	Electricity	0
VERIZON WIRELESS	1,188.12	ACCT#282164140-00001;	Telephone	0
VEOLIA WATER NEW JERSEY	25.06	DEC-JANUARY CHARGES	Water	46562
VEOLIA WATER NEW JERSEY	283.81	DEC-JANUARY CHARGES	Water	46562
VEOLIA WATER NEW JERSEY	28.41	DEC-JANUARY CHARGES	Water	46562
VEOLIA WATER NEW JERSEY	142.13	DEC-JANUARY CHARGES	Water	46562
VEOLIA WATER NEW JERSEY	78.24	DEC-JANUARY CHARGES	Water	46562
VEOLIA WATER NEW JERSEY	137.38	DEC-JANUARY CHARGES	Water	46562
VEOLIA WATER NEW JERSEY	123.13	DEC-JANUARY CHARGES	Water	46562
BCUA [SEWER CHARGES]	24,062.92	INV# 1951; DEC '22	Solid Waste	0
BOGOTA BOARD OF EDUCATION	1,348,607.17	FEBRUARY 2023 SCHOOL	Local	0
CARRATURA CONSTRUCTION CORP	7,950.00	INV #3029;BOGOTA	1578 - Var.	0
CARRATURA CONSTRUCTION CORP	13,200.00	3020, 3022; BOGOTA	1578 - Var.	6015
MONTANA CONSTRUCTION CORP.	2,616.20	JV1357; EMERGENCY	1578 - Var.	0
BIS DIGITAL	8,284.25	AUDIO/VIDEO UPGRADES &	Reserve For	0
S&S WORLDWIDE	70.10	ORDER#		0
MAIN LOCK SHOP	40.50	INV# 0185656-IN; KEYS		0
DIEGO MARIN	25.00	OUT OF TOWN FEE		0
TERRANCE SAVILL	320.00	SOCCER BALL		0
TERRANCE SAVILL	341.18	REIMBURSEMENT FOR		0
THE BIG AD-VANTAGE, LLC	695.60	QUOTE # BOGPR-1;		0
BOROUGH OF BOGOTA	0.00	2023-01-30 PR	Outside	2301302
BOROUGH OF BOGOTA	7,380.00	2023-01-30 PR	Outside	2301303
LITHOTONE CO.	2,180.00	INV# 1318; RECYCLING		0
COSTA ENGINEERING	575.00	INV# 21930; 30 CROSS		0
PHILLIPS PREISS GRYGIEL LLC	38.75	INV# 36570; 51 QUEEN		0
COSTA ENGINEERING	375.00	INV# 21931; THOR RIVER		0
PHILLIPS PREISS GRYGIEL LLC	310.00	INV# 36604; WENESCO		0
Total Bill List		1,738,018.97		