



In God We Trust

Minutes
December 21, 2023
Open Session
7:00pm

BOROUGH OF BOGOTA
Mayor and Council Regular Meeting

Meeting of the Borough of Bogota Mayor and Council meeting held on this date December 21, 2023 in Borough Hall, 375 Larch Ave, Bogota, New Jersey at 7:00 P.M

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

ROLL CALL

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

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

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

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

Chris Annualson- Thanked Borough residents for electing Mayor Kelemen several times and thanked the Mayor for his service to the Borough.

Susan Harper- Thanked the Mayor for his hard work and leadership during his time in office. She spoke about trees slated for removal when the Board of Education constructs athletic fields and requested soil samples be taken to check for pollution.

Rebecca Youla- Asked the Council for additional information about the Board of Education plans to construct athletic fields so the Recreation Commission can make plans for the future.

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

Council President Carpenter- contemplated directing Borough Administrator Hynes to see how much it would cost to get the soil checked before planting new trees to ensure they can survive.

DISCUSSION

Advertisement for Police Officer

Police Chief Maye asked for direction on how to hire the new police officer, as the police academy's January class is postponed indefinitely. The Council decided to bring in candidates for interviews after the new Council is seated in 2024.

CONSENT AGENDA

Resolutions

2023-221 Services Agreement for Pedestrian Improvements on Palisade Avenue, Chestnut Avenue, Fischer Avenue, and Maplewood Avenue around E. Roy Bixby School - NJDOT Funded

2023-222 Shared Services Agreement 2024 between the Borough of Paramus and the Borough of Bogota for Maintenance and Repairs of Vehicles

2023-224 Municipal Endorsing Resolution for Children's Aid and Family Services

2023-225 Authorizing Cancellation of Outstanding Checks

2023-226 Budget Transfer

2023-227 Authorizing the Tax Collector to Cancel Small Balances

2023- 228 Awarding Contract for Sidewalk Repair to Carratura Construction Company

2023-229 Assign Lead Paint Inspector Back-Up - Nick Barese

2023-230 Authorizing a Contract with Millennium Communication Group, Inc., for VOIP, WIFI, ISP Cabling Solutions

2023-231 Award of Contract to Dell Technologies for Borough Computers

2023-232 Authorization to perform a Survey of 13 E. Fort Lee Rd

2023-234 DPW Contract

2023-235 Drainage Easement Agreement

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

Resolutions to be Voted on Separately

2023-223 Service Agreement 2024 between the Bergen County Utilities Authority (BCUA) for a Certified Recycling Professional (CRP) to prepare the Annual Recycling Tonnage Report

Motion: Council President Carpenter made a motion to table 2023-223. Seconded by Councilwoman Murphy. All Councilmembers present voted yes.

2023-233 Hire additional, Temporary, Part-Time Electrical Sub-Code Official

Motion: Council President Carpenter made a motion to approve 2023-233. Seconded by Councilman Mitchell. All Councilmembers present voted yes.

PC23-21 Payment of Claims

Motion: Council President Carpenter made a motion to approve PC23-21. Seconded by Councilman Mitchell. All Councilmembers present voted yes.

APPROVALS

1. Minutes – Work Session Meeting December 6, 2023

Motion: Councilman McHale made a motion to approve the minutes of the Work Session Meeting December 6, 2023. Seconded by Councilwoman Granquist. All Councilmembers present voted yes, except for Councilwoman Murphy who recused herself.

2. Closed Session Minutes – Work Session Meeting December 6, 2023

Motion: Council President Carpenter made a motion to approve the closed session minutes of the Work Session Meeting December 6, 2023. Seconded by Councilwoman Granquist. All Councilmembers present voted yes, except for Councilwoman Murphy who recused herself.

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

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

Rebecca Youla- Thanked Mayor Kelemen for getting her involved in town government.

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

REPORTS

Mayor Kelemen: Thanked everyone for attending the Christmas Tree Lighting. He also thanked all Borough employees for their work as part of the successful Menorah Lighting. He asked the Council to reinvite everyone to the Borough Volunteer Appreciation Dinner. He noted that Fairview Ave did not flood despite the recent rain. He recounted the many successes the Borough had this year and how each Councilmember contributed to them.

Councilman McHale: Recommended that the Borough have a shared calendar listing all town events in one place.

Councilwoman Granquist: updated the Council on the new officers for the Rescue Squad and implored Borough residents to donate to and volunteer for the Squad.

Council President Carpenter: shared the grants that the town is receiving, including for charging stations. She wants Atwater to provide \$650,000 that the town is due since people are living in the building. Borough Attorney Betesh will work on the issue.

Councilman Mitchell: wished Mayor Kelemen the best in his future endeavors and commended his work as Mayor.

Councilwoman Murphy: wished everyone a happy holiday season.

Councilman Robbins: Councilman McHale provided Councilman Robbins' report. He shared the new officers for the Fire Department. The Borough was awarded a Drug Free Community grant and will receive funds for each of the next 5 years. The new trash receptacles were received and will be placed around town.

Administrator Hynes: wished everyone a Merry Christmas and Happy New Year.

Borough Attorney Betesh: will work on a letter related to the Atwater collection issue.

Borough Clerk Flores-Bolivar: said that the RFQ's are available in the conference room for everyone to review.

Motion: Councilwoman Murphy made a motion to table Police Lieutenant interviews until after the new council is seated next year. Seconded by Councilman Mitchell. The motion passed with Councilmembers Carpenter, Murphy, and Mitchell voting yes. Councilmembers McHale and Granquist voted no.

ADJOURNMENT

Being no further business before the governing body, **Councilman McHale** made a motion to adjourn the meeting, which was seconded by **Councilman Mitchell**. The motion passed with a voice vote at 8:37 PM.

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



Yenlys Flores-Bolivar, Clerk

**RESOLUTION # 2023-221****DATE: 12-21-2023**

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

**SERVICE AGREEMENT FOR PEDESTRIAN IMPROVEMENTS
ON PALISADE AVENUE, CHESTNUT AVENUE, FISCHER AVENUE, AND
MAPLEWOOD AVENUE AROUND E. ROY BIXBY SCHOOL - NJDOT FUNDED**

WHEREAS, Borough of Bogota has chosen to enter into a grant agreement in the amount of \$228,481.00 with the New Jersey Department of Transportation to construct pedestrian improvements on Palisade Avenue, Chestnut Avenue, Fischer Avenue, and Maplewood Avenue around E. Roy Bixby School within the Borough; and

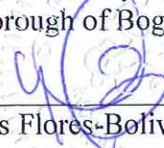
WHEREAS, Neglia Engineering Associates has provided the Borough with an Agreement for Professional Services for this project which will require both NJDOT Municipal Aid Grant Funding and Municipal Capital Funding as the improvements proposed exceed the allotted grant funds; and

WHEREAS, the Agreement for Professional Services includes a lump sum cost of \$29,600.00 representing Surveying and Engineering Costs, on a time basis (schedule in contract) not to exceed \$28,890.00 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 pedestrian improvements on Palisade Avenue, Chestnut Avenue, Fischer Avenue, and Maplewood Avenue around E. Roy Bixby School for Neglia Group, 34 Park Avenue, Lyndhurst, New Jersey 07071.

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.


Yenlys Flores-Bolivar, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

2023-221

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: November 30, 2023

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

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

RE: Proposal for Surveying, Engineering, Bidding, & Construction Management Services
Palisade Avenue, Chestnut Avenue, Fischer Avenue and Maplewood Avenue - Concrete / Pedestrian Improvements (NJDOT Municipal Aid Grant Funded)
Borough of Bogota, Bergen County, New Jersey

Neglia understands that the Borough of Bogota anticipates receiving an NJDOT Municipal Aid Grant in the amount of \$228,481.00 for the Palisade Avenue, Chestnut Avenue, Fischer Avenue and Maplewood Avenue - Concrete / Pedestrian Improvements around E. Roy Bixby School. The project will include but not be limited to concrete sidewalk, concrete curbing, and ADA accessible ramps.

It is anticipated that total project budget is to be \$444,150 which includes professional services and contingencies per our May 31, 2023 preliminary engineer's estimate. Therefore, the Borough will be required to include capital funding to complete this project or reduce the project scope. This proposal addresses surveying, engineering, bidding, and construction management services to be provided.

Description of Services - See attached Scope of Services.

Requested By: Borough of Bogota

Date of Request: November 2023

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

1. On a lump sum basis for a cost of **Twenty-Nine Thousand Six Hundred Dollars (\$29,600.00)** for Phase 1 – Surveying, Design, and Bidding Services representing Engineering Services.
2. On a time and material basis in accordance with our Schedule of Fees for a cost of **Twenty-Eight Thousand Eight Hundred Ninety Dollars (\$28,890.00)** for Phase 2 – Construction Management Services representing Engineering and Construction Management Services.
3. On a Material Basis in accordance with our attached schedule of fees for a cost not to exceed of **One Thousand Five Hundred Dollars (\$1,500.00)** for Estimated Reimbursable Expenses representing reimbursable expenses.

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

LYNDHURST

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

MOUNTAINSIDE

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

I. BACKGROUND

Neglia understands that the Borough of Bogota anticipates receiving an NJDOT Municipal Aid Grant in the amount of \$228,481.00 for the Palisade Avenue, Chestnut Avenue, Fischer Avenue and Maplewood Avenue - Concrete / Pedestrian Improvements around E. Roy Bixby School. The project will include but not be limited to concrete sidewalk, concrete curbing, and ADA accessible ramps.

It is anticipated that total project budget is to be \$444,150 which includes professional services and contingencies per our May 31, 2023 preliminary engineer's estimate. Therefore, the Borough will be required to include capital funding to complete this project or reduce the project scope. This proposal addresses surveying, engineering, bidding, and construction management services to be provided.

II. SCOPE OF SERVICES**PHASE I – SURVEYING, DESIGN, & BIDDING PHASE**

Neglia Engineering Associates will perform the following surveying and design tasks for the Palisade Avenue, Chestnut Avenue, Fischer Avenue and Maplewood Avenue - Concrete / Pedestrian Improvements around E. Roy Bixby School if deemed necessary:

- A. Perform the necessary field and office work required to establish locations in connection with the above listed roadway locations and sections. Please note that a detailed roadway survey will not be prepared as the roadway improvement locations are to occur with the roadway's existing sidewalk area of each roadway location. Boundary information will be based upon current Borough Tax Maps for this reason.
- B. Hold the necessary meetings and research required to coordinate the Municipal Departments. We have included two project meetings within the scope and budget of this proposal if necessary.
- C. Perform final design and prepare Final Plans and Construction Specifications in such a form and manner that they will meet with Municipal, County, State and Federal requirements. Said plans shall be in such a form that they are suitable for public bidding.
- D. Prepare a final estimate of the construction cost.
- E. Accept, review, tabulate and make recommendations to the Governing Body regarding the acceptance of bids and awarding of contract.

PHASE II – CONSTRUCTION MANAGEMENT PHASE**A. Construction Management Services**

Neglia Engineering Associates will provide part-time construction management services for the Palisade Avenue, Chestnut Avenue, Fischer Avenue and Maplewood Avenue - Concrete / Pedestrian Improvements around E. Roy Bixby School within the Borough. The services will include the following:

1. Technical Observation – Work under this category will be billed at per diem basis in accordance with our rates.
2. Any costs stated for the construction management phase of this proposal are based on estimated construction time. The actual time expended will depend on the ability and performance of the contractor. Any additional time expended will be billed at our hourly rates.
3. The hourly rates referred to herein shall be subject to review and change bi-annually.
4. Any work required with NJDEP, NJDOT or other state agencies will be billed on a per diem basis in accordance with our rates.
5. Provide Field Engineering during construction. These hours will be billed in accordance with attached billable rates.

- a. Making visits to the site to observe the work in progress and providing reports to the Borough.
- b. Observing initial operation on the project or of performance tests required by specifications.
- c. Reviewing and approving requests for monthly and final payments to contractors.
- d. Making a final inspection and report on the completed project.
- e. Issue a certificate of completion to the Borough on completion of construction contracts.

Be advised that site safety is the sole responsibility of the Contractor. However, should Neglia Engineering Associates observe conditions that are a detriment to vehicular and pedestrian traffic, along with their labor, we will advise the Contractor accordingly. In addition, we rely solely on the Borough's Financial Department to review Certified Payroll in regard to current wages. This proposal does not include any environmental services in regard to soil testing and disposal and will solely rely on the Borough's Licensed Site Remediation Professional (LSRP) for such.

III. DELIVERABLES

We will prepare and forward the aforementioned items as mentioned above. See below for mass reproductions.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to begin upon receipt of a signed copy of this agreement and the General Conditions. We anticipate completing the construction drawings and specification packages within forty-five business days excluding holidays after receipt of authorization. These anticipated timeframes do not include any regulatory review time and begin once authorization has been received (fax, mail, E-mail of signed proposal with resolution). In addition, the schedule is dependent on weather conditions, ground cover (i.e. snow, ice, etc.) comments, revision requests, and response timing from your office. We will notify your office should the schedule need to be revised.

V. PAYMENTS AND COST OF SERVICES

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

VI. CONDITIONS AND EXCLUSIONS

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

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

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

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

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are in addition to the lump sum illustrated on page one of this proposal. Should Neglia Engineering Associates not require this budget for reimbursable expenses we will not invoice the full budget amount. If additional reimbursable expenses are required, we will invoice your office on an as needed basis without further authorization required. Should any 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 held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

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

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

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

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

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

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

GENERAL TERMS

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

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

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

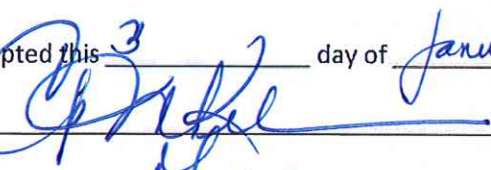
Very truly yours,
Neglia Engineering Associates



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

Attachments: Municipal Rates, Project Location Map

Accepted this 3 day of January 2023 2024

By: 

Title: Mayor

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EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA GROUP
2023 MUNICIPAL
HOURLY BILLING RATES

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

Notes:

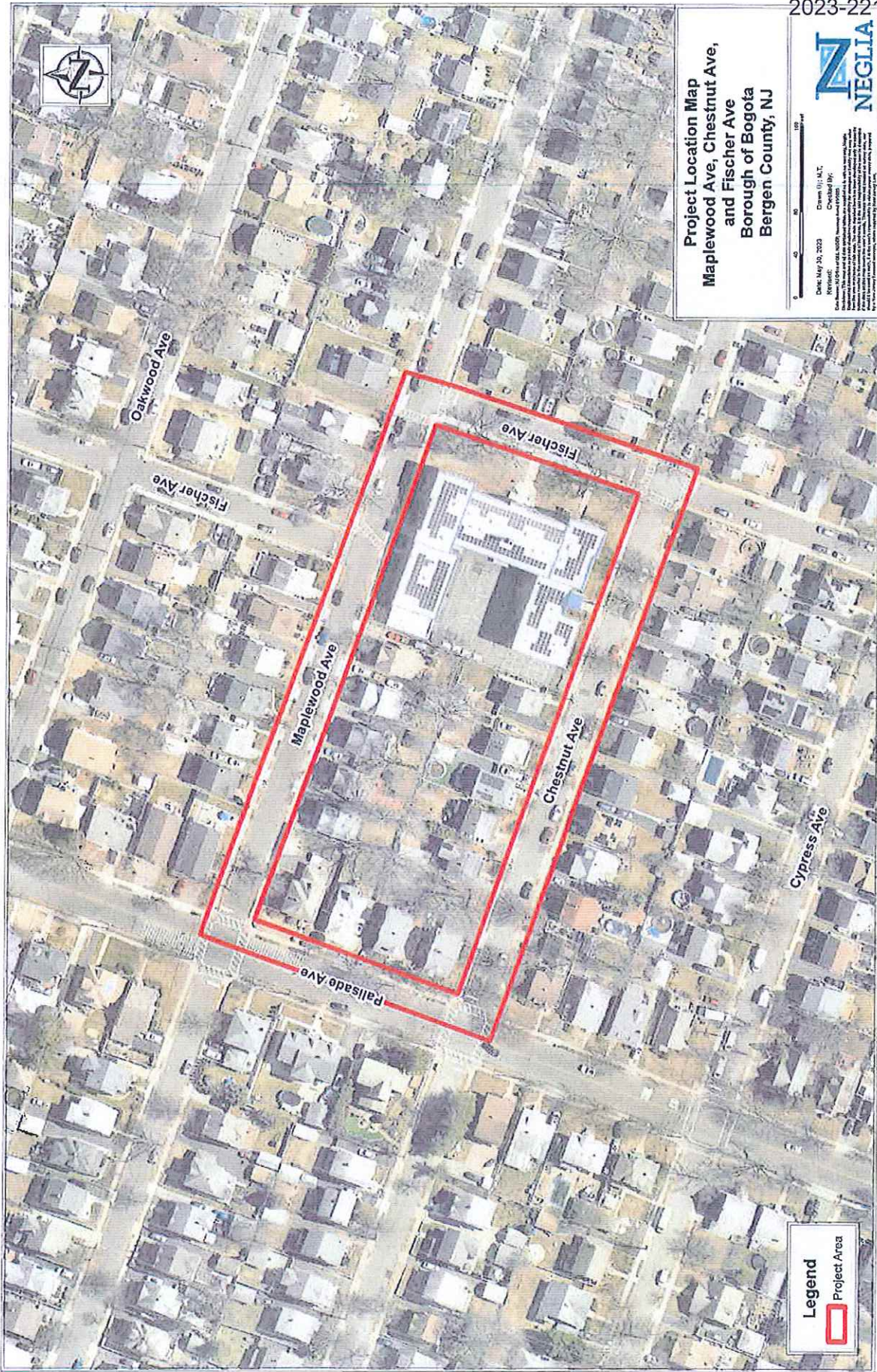
- Expert testimony for deposition or trial is billed at 1½ standard billing rate.
- Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems.
- After hour and Holiday Call Outs
 - 7:00pm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

LYNDHURST

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

MOUNTAINSIDE

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



Project Location Map
Maplewood Ave, Chestnut Ave,
and Fischer Ave
Borough of Bogota
Bergen County, NJ

2023-221



Date: May 20, 2023
Drawn by: JLT
Checked by: JLT
Scale: 1" = 100' (Horizontal)
Scale: 1" = 100' (Vertical)
This map was prepared for the Borough of Bogota, NJ, and is not to be used for any other purpose without the written consent of NEGLIA. NEGLIA is not responsible for any errors or omissions on this map. NEGLIA is not responsible for any changes to the map after it has been printed.

Legend
Project Area



RESOLUTION # 2023-222

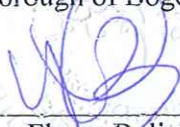
DATE: 12-21-2023

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

**SHARED SERVICES AGREEMENT 2024
BETWEEN THE BOROUGH OF PARAMUS AND THE BOROUGH OF BOGOTA
FOR MAINTENANCE AND REPAIRS OF VEHICLES**

See Attached.

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.


Yenlys Flores-Bolivar, Municipal Clerk

**SHARED SERVICES AGREEMENT
BETWEEN**

**THE BOROUGH OF PARAMUS
AND
THE BOROUGH OF BOGOTA**

FOR MAINTENANCE AND REPAIR OF VEHICLES

This Agreement is made on this 21st, day of December 2023, by and between THE BOROUGH OF PARAMUS, a municipal corporation of the State of New Jersey, whose principal address is, One Jockish Square, Paramus, New Jersey 07652, and THE BOROUGH OF BOGOTA, a municipal corporation of the State of New Jersey, whose principal address is, 375 Larch Avenue, Bogota NJ 07603. (hereinafter collectively referred to as the Parties).

WITNESSETH:

WHEREAS, the Parties are municipalities located within Bergen County, State of New Jersey, authorized by law to enter into an agreement with another municipality to provide jointly for any lawful service to and for the residents of the respective municipalities pursuant to the provisions of the "Uniform Shared Service and Consolidation Act," N.J.S.A. 40A:65-1 et seq.,

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., government efficiency is encouraged through shared services stating, "[a]ny local unit may enter into an agreement with another local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units including services from licensed or certified professionals required by statute to be appointed; and

WHEREAS, the Parties are "local units" under N.J.S.A. 40:65-4(a)(1); and

WHEREAS, the Parties are committed to delivering services to their respective taxpayers in the most effective and cost-efficient manner; and

WHEREAS, the Borough of Bogota seeks this Agreement with the Borough of Paramus for the maintenance and repair of its fleet of vehicles;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the Parties mutually agree as follows:

ARTICLE I:

UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The Parties are authorized to enter into this Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq.

ARTICLE II:

SCOPE OF SERVICES & PAYMENT FOR MAINTENANCE AND REPAIR OF VEHICLES

- A. Services Performed: The Borough of Paramus, Department of Public Works, Mechanical Maintenance Division shall provide labor, maintenance and services on vehicles at the rate of \$150.00 per hour during normal business hours. Emergency call out after hours will be billed at a rate of \$225.00 per hour.
- B. Parts: Parts will be purchased from local vendors under State Contract when available. An additional charge not to exceed 25% of the cost of the part may be added to cover any expenses incurred by the Borough of Paramus to retrieve parts.
- C. Tires: Tires will be purchased under State Contract pricing when available. Hourly labor rate will apply for tire change overs performed by the Borough of Paramus.
- D. Outside and Body Repairs: Will be performed by State Contract vendors when available. An additional charge not to exceed 15% of the repairs may be added to cover any expenses incurred by the Borough of Paramus, i.e., travel time, fuel, etc.
- E. Labor Time: Average labor time for a complete preventative maintenance including a comprehensive check list is 2 hours for motorcycles, 3 hours for a motor vehicles, 6 hours for trucks, and 8 hours for fire apparatus/ambulances. A quick lube service is available for a flat fee of \$75.00 for most automobiles (excluding trucks and diesel engines). This service includes up to 7 quarts of standard engine oil, oil filter, and a 12-point check list. Additional charges may be incurred for any additional parts or service that might be needed.
- F. Unscheduled Repairs: Unscheduled repairs will be billed at an hour for hour basis plus parts and materials.
- G. Payment: The administration of scheduling and billing will be the responsibility of the Mechanical office. A 15% administrative fee will be added not to exceed \$200.00 to all repair orders to cover the costs of faxes, postage, billing, copies, etc. The Borough of Paramus will bill the Borough of Bogota on a monthly basis

for all maintenance and repairs performed. Payment to the Borough of Paramus shall be made within thirty (30) days of receipt of monthly invoices.

- H. Pick-up and Delivery: CDL drivers from the Borough of Paramus may be available to pick up and return vehicles. Hourly rates will apply for this service.
- I. Notice: The Borough of Bogota shall give reasonable notice for the scheduling of maintenance and repairs.
- J. Emergencies: In the event of an emergency causing delay in the maintenance and repair of vehicles in its possession, the Borough of Paramus will make all efforts to complete the maintenance and repair within a reasonable time after the emergency.
- K. Subcontractors: In the event the Borough of Paramus is unable to perform maintenance and repair of the vehicles, accommodations will be made to have the work completed by an outside agency. No outside repairs will be made without first obtaining approval from the Borough of Bogota.

ARTICLE III:

TERM AND TERMINATION OF CONTRACT

- A. This Agreement shall be effective for a period of one year commencing on January 1, 2024 and terminating December 31, 2024;
- B. This Agreement shall automatically renew for a consecutive period of one year, unless terminated by either of the Parties by providing written notice at least thirty (30) days prior to the end of the yearly term; and
- C. This agreement can be terminated at any time by either party by giving written notice of termination ninety (90) days in advance of the expected date of termination.

ARTICLE IV:

INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

- A. The Borough of Bogota represents and warrants that at all times during the term of this Agreement, including subsequent extensions, the Borough of Bogota shall maintained and kept in full force and effect, without expense to the Borough of Paramus and naming the Borough of Paramus as an additional insured, insurance coverage issued by an insurance company licensed to do business and to issue such insurance policies in the State of New Jersey with sufficient limits to protect

the Borough of Paramus, its employees, and agents with respect to any claims for bodily injury, emotional distress, or property damage resulting from conduct aimed to facilitate the terms of this Agreement; and

- B. To the fullest extent permitted by law, the Borough of Bogota shall release, indemnify and hold harmless the Borough Paramus, its employees, agents, and affiliates, from any and all obligations, liabilities, judgments, claims and demands which may arise out of its obligations under this Agreement. Nothing contained herein shall relieve the Parties from liability for willful acts of wrong doing committed by its employees, agents, or affiliates.

ARTICLE V:

GOVERNING LAW

- A. This Agreement shall be construed in accordance with the laws of the State of New Jersey;
- B. In the event of a controversy or dispute between the Parties, the dispute will first be presented to the Parties respective Governing Body to engage in a good faith attempt to resolve all issues;
- C. The Parties agree that in the event of legal action by either party, same shall be by Court proceedings and the Parties hereby waive arbitration as a forum for resolution of any dispute;
- D. In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing; and
- E. In the event that any court of competent jurisdiction shall declare any section of this agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this agreement or amend it to forbid such agreements, all other sections of the agreement shall remain in full force and effect.

ARTICLE VI:

MISCELLANEOUS

- A. Entire Agreement: This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous

agreements or undertakings, inducements, or conditions, express or implied, oral or written between the Parties hereto This agreement contains the complete understanding between the parties and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this agreement. By signing below, the authorized representatives for the Borough of Paramus and the Borough of Bogota indicate that they have carefully read and understand the terms of this agreement, enter into this agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

- B. This Agreement shall not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought;
- C. The Parties to this Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent;
- D. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.
- E. Force Majeure: In the event either Party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- F. Enabling Resolution: This agreement is expressly contingent upon the adoption of concurring resolutions by Paramus and Bogota authorizing the execution of this Agreement.

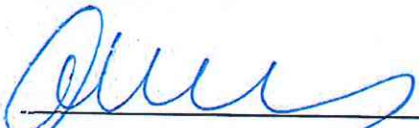
G. Whenever, pursuant to the terms of this agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate parties listed below or if mailed, by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Paramus: Administrator, Borough of Paramus
One Jockish Square
Paramus, New Jersey 07652

Bogota: Administrator, Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

IN WITNESS WHEREOF, the Borough of Paramus and the Borough of Bogota have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

WITNESS/ATTEST


Annemarie Krusznis, RMC
Borough Clerk

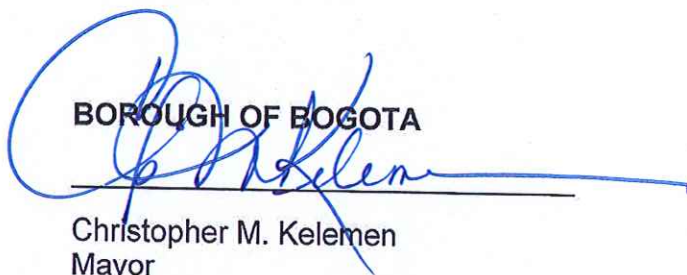
BOROUGH OF PARAMUS


Christopher DiPiazza
Mayor

WITNESS/ATTEST


Yenlys Flores-Bolivar
Borough Clerk

BOROUGH OF BOGOTA


Christopher M. Kelemen
Mayor



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

RESOLUTION NO. 23-11-700

Dated: November 21, 2023

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on November 21, 2023.

RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE SHARED SERVICE AGREEMENTS WITH THE FOLLOWING MUNICIPALITIES FOR A MAINTENANCE/REPAIR SHARED SERVICE FOR VEHICLES

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A65.1 et seq., allows any municipality or county to enter into a contract with any other municipality or county for the joint provision of any services within their joint jurisdiction; and

WHEREAS, and the Borough of Paramus and the following municipalities seek to enter into a Shared Services Agreement wherein the Borough of Paramus will provide maintenance and repair to vehicles which are directed to the Borough of Paramus by the municipalities effective January 1, 2024 and terminating on December 31, 2024; and

WHEREAS, the Borough of Paramus has reviewed and approves of the "Agreement" between the Borough of Paramus and the municipalities as on file with the Office of the Borough Clerk for the term of the contract and the expenditure of funds pursuant to the terms thereof;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Paramus agrees to authorize Mayor and Borough Clerk to execute the "Agreement" between the Borough of Paramus and the following list of municipalities as on file with the office of the Borough Clerk:

Allendale Ambulance Corps
Borough of Alpine
Bergen County Prosecutor's Office
Borough of Bergenfield
Township of Bloomfield
Borough of Bogota
Borough of Cliffside Park
Borough of Cresskill
Borough of East Newark
Township of Teaneck
The Elmwood Park Fire Department
City of Englewood
City of Garfield
City of Hackensack Fire Department
Town of Harrison Fire Department
Borough of Haledon
City of Hoboken
Borough of Ho-Ho-Kus
Borough of Hawthorne
Borough of Hillsdale

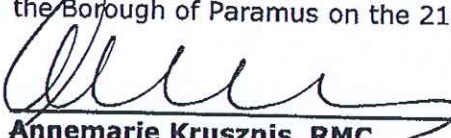
Township of Little Falls
Borough of Little Ferry
Borough of Lyndhurst
Passaic County Community College
Township of Mahwah
Borough of Northvale
Borough of Ridgefield
Borough of Wallington
Borough of Rockleigh
Rutherford Ambulance Corp
Township of South Hackensack
Borough of Tenafly
Borough of Teterboro
Township of Washington
Borough of Westwood
Town of West New York
Borough of Woodcliff Lake
Township of Wayne
Township of Saddle Brook



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

Approved by a roll call vote: November 21, 2023

I hereby certify that this is a true and exact copy
of resolution adopted by the Mayor and Council of
the Borough of Paramus on the 21st day of November 2023

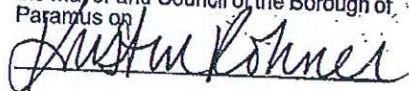

Annemarie Krusznis, RMC
Borough Clerk

Motion: Councilman Kaiser
Second: Councilman Quintana
Yeas:
Councilman Antonio
Councilwoman Bellinger
Councilman Kaiser
Councilman Nadera
Councilman Quintana

Nays:

Abstain:

Absent:
Councilwoman Weber

I HEREBY CERTIFY that the foregoing
is a true copy of a resolution adopted by
the Mayor and Council of the Borough of
Paramus on


**RESOLUTION # 2023-224****DATE: 12-21-2023**

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

**MUNICIPAL ENDORSING RESOLUTION FOR CHILDREN'S AID AND FAMILY SERVICES
AIR PURIFICATION UNITS FOR CAFS GROUP HOMES PROJECT**

WHEREAS, a Bergen County Community Development grant of \$45,000 has been proposed by Children's Aid and Family Services for Air Purification Units for CAFS Group Homes Project with 1 unit at a cost of \$2000 being installed in the home located at 360 Larch Ave in the municipality of Bogota, NJ, and

WHEREAS, pursuant to the State Interlocal Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body, and

WHEREAS, the aforesaid project is in the best interest of the people of Bogota, NJ, and

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid CD funds.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of Bogota, NJ hereby confirms endorsement of the aforesaid project, and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Director of the Bergen County Community Development Program so that implementation of the aforesaid project may be expedited.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2023-225

DATE: 12-21-2023

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

AUTHORIZING CANCELATION OF OUTSTANDING CHECKS

WHEREAS, there are dated prior to December 31, 2022, which remain outstanding on Borough bank reconciliations; and

WHEREAS, these checks have been investigated;

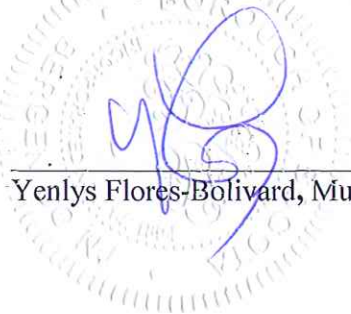
WHEREAS, the Chief Financial Officer has recommended cancellation of the outstanding checks listed;

CURRENT FUND		REC TRUST	
OUTSTANDING CHECKS		OUTSTANDING CHECKS	
CHECK #	AMOUNT	CHECK #	AMOUNT
45222	\$ 350.00	10906	\$ 218.00
45330	\$ 295.31	10987	\$ 25.00
45337	\$ 700.00	TOTAL	\$ 243.00
45415	\$ 145.00		
45428	\$ 2,775.00		
45781	\$ 1,500.00		
45870	\$ 60.00		
46013	\$ 250.00		
46295	\$ 350.00		
46299	\$ 350.00		
46421	\$ 70.00		
46431	\$ 70.00		
46488	\$ 250.00		
46514	\$ 642.50		
TOTAL	\$ 7,807.81		



NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Bogota, that all outstanding checks are cancelled.

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.





Yenlys Flores-Bolivar, Municipal Clerk

**RESOLUTION # 2023-226****DATE: 12-21-2023**

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

BUDGET TRANSFER

WHEREAS, in accordance with N.J.S.A 40A:4-58, transfers may be made between appropriation accounts in the General Budget in the last two months of the fiscal year; and

WHEREAS, such transfers are made to cover expenses in accounts in excess of that anticipated and from accounts having expenses in less amounts than anticipated; now

THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Bogota, County of Bergen, New Jersey, in accordance with N.J.S.A 40A:4-58 that transfers between budget appropriation accounts on the attached report are authorized and that a certified copy of this resolution adopted by not less than a two-thirds (2/3) vote of the full membership of the governing body shall be transmitted to the Chief Financial Officer.



ACCOUNT	FROM	TO
01-2010 Appropriation Control		
20-1001 General Administration - S&W:	0.00	2,450.00
20-1101 Mayor & Council - S&W:	0.00	100.00
20-1102 Mayor & Council - O/E:	0.00	1,250.00
20-1201 Municipal Clerk - S&W:	0.00	7,000.00
20-1202 Municipal Clerk - O/E:	7,000.00	0.00
20-1301 Financial Administration - S&W:	0.00	125.00
20-1451 Revenue Administration - S&W:	0.00	100.00
20-1452 Revenue Administration - O/E:	0.00	1,500.00
20-1501 Tax Assessment - S&W:	0.00	125.00
21-1801 Planning/Zoning Board - S&W:	0.00	1,300.00
21-1802 Planning/Zoning Board - O/E:	0.00	2,500.00
22-1951 Construction Code - S&W:	0.00	5,750.00
22-2001 Property Maintenance - S&W:	0.00	3,250.00
23-2102 Liability Insurance:	7,600.00	0.00
23-2252 Unemployment Insurance - O/E:	0.00	15,000.00
25-2411 Police Clerical - S&W:	29,596.00	0.00
26-2901 DPW - S&W:	31,179.00	0.00
26-2902 DPW - O/E:	0.00	5,000.00
27-3650 Seniors - S&W:	12,125.00	0.00
28-3701 Recreation Services - S&W:	0.00	6,000.00
32-4652 Solid Waste Disposal:	0.00	27,500.00
42-1190 Bogota BOE - SLE O S&W:	0.00	8,000.00
42-4901 Municipal Court - S&W:	0.00	550.00
01-2010 Appropriation Control:	87,500.00	87,500.00

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, New Jersey at a meeting held on 12-21-2023.

Yenlys Flores-Bolivar, Municipal Clerk

**RESOLUTION # 2023-227****DATE: 12-21-2023**

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

AUTHORIZING THE TAX COLLECTOR TO CANCEL SMALL BALANCES

WHEREAS, the Borough of Bogota has, from time to time, certain minimal tax delinquencies;
and

WHEREAS, N.J.S.A. 40A:5-17 allows for cancellation of a delinquency of less than **\$10.00**.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey, the tax collector is hereby authorized to cancel tax delinquencies of less than **\$10.00** that occurred during the year 2023.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.


Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2023-228****DATE: 12-21-2023**

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

**AWARDING CONTRACT FOR SIDEWALK REPAIR TO
CARRATURA CONSTRUCTION COMPANY**

WHEREAS, the Superintendent of the Department of Public Works and the Borough Administrator have determined that a need exists for repairing certain areas of sidewalk within the Borough of Bogota which have been raised or damaged as a result of tree roots located within the Borough right of way; and

WHEREAS, there are various locations within the Borough where such need exists; and

WHEREAS, the Borough Administrator has determined that Carratura Construction Company of Teaneck, New Jersey, provides a service that is special and extraordinary in nature and it is therefore not necessary to obtain other bids/quotes

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Bogota will authorize a contract to Carratura Construction Company under separate resolution for various tree root and sidewalk repairs upon receiving their price quotes for 2023.

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.

Yenlys Flores-Bolivar, Municipal Clerk

**RESOLUTION # 2023-229****DATE: 12-21-2023**

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

ASSIGN LEAD PAINT INSPECTOR BACK-UP – MR. NICK BARESE

WHEREAS, the State of New Jersey had adopted N.J.S.A. 52:27D-437.1, entitled the “Lead Hazard Control Assistance Act”, which requires a lead-based paint testing program for residential rental properties; and,

WHEREAS, N.J.S.A. 52:27D-437.16 now requires all municipalities to inspect every single-family, two-family, and multiple-rental dwelling located within the municipality at tenant turnover for lead-based paint hazards; and,

WHEREAS, the Borough of Bogota maintains a “permanent local agency”, and is therefore required under N.J.A.C. 5:28A-2.1 to perform the inspections required under the Lead Hazard Control Assistance Act; and,

WHEREAS, the Borough must therefore hire an inspector who possesses the necessary credentials to inspect for lead-based paint; and,

WHEREAS, Nick Barese is currently employed in the Borough’s Bureau of Property Maintenance, and possesses the necessary certification to perform lead-based paint inspections for the Borough; and,

WHEREAS, Mr. Barese has agreed to perform the required inspections at a rate of Thirty-Five (\$35.00) Dollars per unit inspected; and,

WHEREAS, the Mayor and Council wish to assign Mr. Barese to the role of performing lead paint inspections for the Borough of Bogota, effective immediately, in addition to his current duties in the Bureau of Property Maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that Nick Barese is hereby assigned the role of performing lead paint inspections for the Borough of Bogota, effective immediately, in accordance with the rules and guidelines set forth



in N.J.S.A. 52:27D-437.1, and per the provisions of Chapter 9 of the Borough Code and any other applicable statutes and regulations; and,

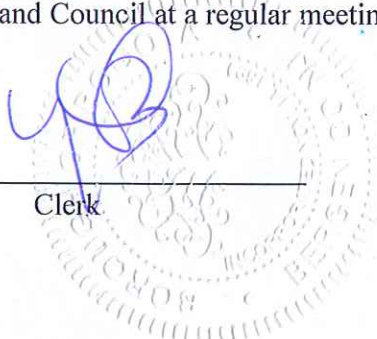
BE IT FURTHER RESOLVED, that Mr. Barese shall be compensated at a rate of Thirty-Five (\$35.00) Dollars per unit inspected; and,

BE IT FURTHER RESOLVED, that Mr. Barese's duties in the Bureau of Property Maintenance, and the terms of his employment in that position, remain unchanged by this resolution.

I, Yenlys Flores-Bolivard, Clerk of the Borough of Bogota, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council at a regular meeting held December 21, 2023.



Clerk





RESOLUTION # 2023-230

DATE: 12-21-2023

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

AUTHORIZING A CONTRACT WITH MILLENNIUM COMMUNICATION GROUP, INC., UNDER THE NASPO VALUE POINT CONTRACT NUMBER NJ-21-TELE-01506 FOR VOIP, WIFI, ISP CABLING SOLUTION IN THE AMOUNT NOT TO EXCEED \$134,980.22

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

WHEREAS, the Borough Administrator and has recommended the use of this NASPO Value Point Contract in an amount not to exceed \$134,980.22; now

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota that the Council hereby authorizes and approves the award of a contract for the purchase of VOIP, WIFI, and ISP Cabling Solution, to Millennium Communication Group, Inc., 11 Melanie Lane, Unit 13, East Hanover NJ 07936, in an amount not to exceed \$134,980.22

CERTIFICATION OF AVAILABLE FUNDS

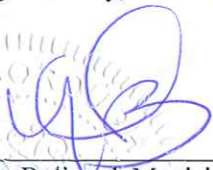
As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Chief Financial Officer of the Borough of Bogota, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified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



04-215-55-1598-009 Muni. Telephone Sys. NTE \$134,980.22

Line Item	Description	Amount
		12/28/23
Gregory Bock, CFO		Date

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.


Yenlys Flores-Bolivar, Municipal Clerk


BOROUGH OF BOGOTA
 375 Larch Avenue, Bogota, NJ 07603

Requisition to Purchase
DEPARTMENT POLICE

PURCHASE ORDER #: _____

ACCOUNT NO. _____

PURCHASE ORDER DATE: _____

DATE 11/7/2023

VENDOR #: _____

SHIP TO: _____

VENDOR NAME: MILLENNIUM COMMUNICATION GROUPADDRESS: 11 MELANIE LANE UNIT 13CITY, ST ZIP: EAST HANOVER, NJ 07936PHONE: 800-677-1919

QTY	ITEM #	DESCRIPTION	UNIT PRICE	AMOUNT
		VOIP TELEPHONE SYSTEM		\$134,980.22
		ACCESS POINT SOLUTION		
		TOTAL: \$134,980.22		
		TOTAL		\$134,980.22

Department Head

11/7/2023

DATE

Borough Administrator

11-21-23

DATE



*One Point of Contact.
Endless Possibilities.*

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

October 9th, 2023
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603
Attn: Hector Liriano

RE: VOIP, Access Point Solution, ISP PD Core to Library

Thank you for allowing Millennium Communications Group Inc. (MCG) the opportunity to provide you with pricing for a VOIP & wireless solution. Please review the below for further detail and pricing for a fully redundant fiber network.

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

Schedule A

Model Name	Description	Qty	List Price	Disc %	Unit Price	Extended
Phone System\Phones - 65 Phones - 5 FAX						
Materials						
ATA192-3PW-K9	192 Analog Telephone Adapter for MPP	5	\$ 301.19	40.00	\$ 180.71	\$ 903.55
CP-6800-WMK=	Wall mount kit for Cisco IP Phone 6800 Series	5	\$ 49.73	40.00	\$ 29.84	\$ 149.20
CP-6861-3PW-NA-K9=	Cisco 6861 Phone with NA power adapter for MPP Systems	3	\$ 417.08	40.00	\$ 250.25	\$ 750.75
CP-6800-PWR-NA	CISCO 6800 NA POWER ADAPTER	3	Included	40.00	\$ -	\$ -
CP-6871-3PCC-K9=	Cisco 6871 Phone for MPP, Color	59	\$ 417.08	40.00	\$ 250.25	\$ 14,764.75
CP-8800-A-KEM-3PC=	Cisco 8800 series KEM for Audio IP Phones with MPP firmware	2	\$ 592.95	40.00	\$ 355.77	\$ 711.54
CP-8832-3PCC-K9=	Cisco 8832 for North America, charcoal, spare	1	\$ 1,851.71	40.00	\$ 1,111.03	\$ 1,111.03
CP-8851-3PCC-K9=	Cisco IP Phone 8851 with Multiplatform Phone firmware	2	\$ 713.55	40.00	\$ 428.13	\$ 856.26
Materials						\$ 19,247.08
Services						
VOICEENG	Installation & Configuration of Phones	70	\$ 380.00	0.00	\$ 380.00	\$ 26,600.00
Services						\$ 26,600.00
Phone System\Phones - 65 Phones - 5 FAX						\$ 45,847.08

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111

Affirmative Action, Equal Opportunity Employer

millenniuminc.com



One Point of Contact.
Endless Possibilities.

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

Phone System\Cloud Calling (3 YEAR)

Services

VOICEENG	Installation & Configuration of WebEX Calling System	70	\$	190.00	0.00	\$	190.00	\$	13,300.00
							Services	\$	13,300.00



RESOLUTION # 2023-231

DATE: 12-21-2023

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

AUTHORIZING THE AWARD OF CONTRACT BY STATE CONTRACT #19-TELE-00656 TO DELL TECHNOLOGIES FOR THE PURCHASE OF COMPUTERS & IT EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$24,173.62

WHEREAS, the Borough of Bogota wishes to upgrade their computers and various IT equipment for various departments under New Jersey State Contract 19-TELE-00656, from approved vendor, Dell Technologies, One Dell Way, Mail Stop 8129, Round Rock TX 78682; and

WHEREAS, the Borough Administrator and has recommended the use of this State Contract in an amount not to exceed \$24,173.62; now

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota that the Council hereby authorizes and approves the award of a contract for the purchase of computers and IT Equipment, to Dell Technologies, One Dell Way, Mail Stop 8129, Round Rock TX 78682, in an amount not to exceed \$24,173.62

CERTIFICATION OF AVAILABLE FUNDS

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



04-2150-65-1541-006
04-2150-55-1578-006
04-2150-55-1598-006

IT Communication; Equipment NTE \$7,208.24
\$3,351.12
\$13,614.26

Line Item

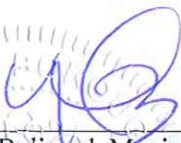
Description

Amount


Gregory Bock, CFO

12/28/2023
Date

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.


Yenlys Flores-Bolivard, Municipal Clerk



BOROUGH OF BOGOTA
375 Larch Avenue, Bogota, NJ 07603

R2023-231

Requisition to Purchase

DEPARTMENT POLICE

PURCHASE ORDER #: _____

ACCOUNT NO. _____

PURCHASE ORDER DATE: _____

DATE 11/21/2023

VENDOR #: _____

SHIP TO: _____

VENDOR NAME: DELL INC

ADDRESS: ONE DELL WAY, MAIL STOP 8129

CITY, ST ZIP: ROUND ROCK, TX 78682

PHONE: 800-456-3355

QTY	ITEM #	DESCRIPTION	UNIT PRICE	AMOUNT
8	1	OPTIPLEX SMALL FORM FACTOR 7010	\$1,280.66	\$10,245.28
15	2	DELL WIRED KEYBOARD & MOUSE	\$33.49	\$502.35
4	3	DELL 24" MONITOR - P2422H	\$176.79	\$707.16
8	4	DELL 22" MONITOR - P2222H	\$164.49	\$1,315.92
3	5	OPTIPLEX SMALL FORM FACTOR PLUS 7010	\$2,611.61	\$7,834.26
1	6	DELL LATITUDE 5540	\$2,451.65	\$2,451.65
7	7	DELL DUAL MONITOR STAND - MDS19	\$159.49	\$1,116.43
		TOTAL - \$24,173.62		
		TOTAL		\$24,173.62

Department Head

11/21/2023

DATE

Edward H. Hynes

Borough Administrator

11-21-23

DATE



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000169027752.1	Sales Rep	Gavin Schattall
Total	\$24,173.62	Phone	(800) 456-3355
Customer #	63603450	Email	Gavin.Schattall@dell.com
Quoted On	Nov. 21, 2023	Billing To	ACCCOUNT PAYABLE
Expires by	Dec. 21, 2023		BOROUGH OF BOGOTA
Contract Name	Dell NASPO Computer Equipment PA - New Jersey		375 LARCH AVE
Contract Code	C000000005003		BOGOTA, NJ 07603
Customer Agreement #	M0483/19TELE00656		
Deal ID	26542119		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Gavin Schattall

Shipping Group

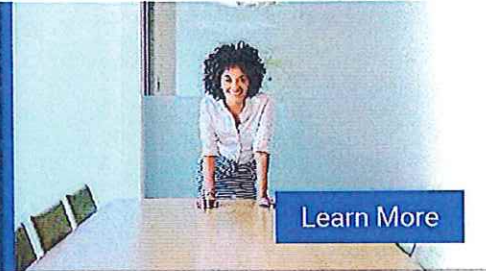
Shipping To	Shipping Method
JOSEPH SCARPA BOROUGH OF BOGOTA 375 LARCH AVE BOGOTA, NJ 07603 (201) 342-1736	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (7010)	\$1,280.66	8	\$10,245.28
Dell Wired Keyboard and Mouse - KM300C	\$33.49	15	\$502.35
Dell 22 Monitor - P2222H, 54.6cm (21.5")	\$164.49	8	\$1,315.92
OptiPlex Small Form Factor (Plus 7010)	\$2,611.61	3	\$7,834.83
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$176.79	4	\$707.16

Dell Latitude 5540	\$2,451.65	1	\$2,451.65
Dell Dual Monitor Stand - MDS19	\$159.49	7	\$1,116.43
Subtotal:			\$24,173.62
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$24,173.62
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$24,173.62

Maximize your new
technology on day one

Dell ProDeploy Suite



Shipping Group Details

Shipping To

JOSEPH SCARPA
BOROUGH OF BOGOTA
375 LARCH AVE
BOGOTA, NJ 07603
(201) 342-1736

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (7010)	\$1,280.66	8	\$10,245.28
Estimated delivery if purchased today:			
Dec. 06, 2023			
Contract # C000000005003			
Customer Agreement # M0483/19TELE00656			

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (7010)	210-BFXG	-	8	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	8	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	8	-
Office Home & Business 2021	630-ABMD	-	8	-
16GB (2x8GB) DDR4 Non-ECC Memory	370-AGFS	-	8	-
M.2 2280 512GB PCIe NVMe Class 40 Solid State Drive	400-BOQF	-	8	-
M.2 22x30 Thermal Pad	412-AAQT	-	8	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	8	-
Intel Integrated Graphics	490-BBFG	-	8	-
OptiPlex SFF with 180W Bronze Power Supply	329-BHPU	-	8	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	8	-
DVD+/-RW Bezel	325-BDSG	-	8	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	8	-
CMS Essentials DVD no Media	658-BBTV	-	8	-
Internal Antenna, SFF	555-BHDX	-	8	-
Intel(R) AX210 Wi-Fi 6E 2x2 and Bluetooth	555-BHGJ	-	8	-
Wireless Driver, Intel AX210 Wi-Fi 6E (6Ghz) 2x2, BT 5.2	555-BIJM	-	8	-
No Additional Video Ports	492-BCKH	-	8	-
No Keyboard Selected	580-AABG	-	8	-
No Mouse Selected	570-AAAF	-	8	-
No Cover Selected	325-BCZQ	-	8	-
Dell Additional Software	658-BFPY	-	8	-
ENERGY STAR Qualified	387-BBLW	-	8	-
Dell Watchdog Timer	379-BEZG	-	8	-
Quick Start Guide, OptiPlex Small Form	340-DDFL	-	8	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	8	-
Shipping Material	340-CQYR	-	8	-
Shipping Label	389-BBUU	-	8	-
Regulatory Label for OptiPlex SFF 180W, FSJ	389-FBFX	-	8	-

No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	8	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	8	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	8	-
Desktop BTO Standard shipment	800-BBIO	-	8	-
Chassis Intrusion Switch	461-AAJL	-	8	-
No Additional Add In Cards	382-BBHx	-	8	-
Custom Configuration	817-BBBB	-	8	-
Internal Speaker	520-AARD	-	8	-
Intel vPro Essentials	631-ADPI	-	8	-
EPEAT 2018 Registered (Silver)	379-BDTo	-	8	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	8	-
ProSupport: Next Business Day Onsite, 3 Years	803-8646	-	8	-
ProSupport: 7x24 Technical Support, 3 Years	803-8702	-	8	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	8	-
No Accidental Damage Selected	981-4619	-	8	-

Unit Price	Quantity	Subtotal
\$33.49	15	\$502.35

Dell Wired Keyboard and Mouse - KM300C

Estimated delivery if purchased today:

Nov. 28, 2023

Contract # C000000005003

Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell Wired Keyboard and Mouse - KM300C	580-AKKV	-	15	-
		Unit Price	Quantity	Subtotal
		\$164.49	8	\$1,315.92

Dell 22 Monitor - P2222H, 54.6cm (21.5")

Estimated delivery if purchased today:

Nov. 27, 2023

Contract # C000000005003

Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell 22 Monitor - P2222H, 54.6cm (21.5")	210-BBBW	-	8	-
Dell Limited Hardware Warranty	814-9381	-	8	-
Advanced Exchange Service, 3 Years	814-9382	-	8	-
		Unit Price	Quantity	Subtotal
		\$2,611.61	3	\$7,834.83

OptiPlex Small Form Factor (Plus 7010)

Estimated delivery if purchased today:

Dec. 06, 2023

Contract # C000000005003

Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	210-BFXE	-	3	-
13th Gen Intel Core i7-13700 (8+8 Cores/30MB/24T/2.1GHz to 5.1GHz/65W)	338-CHCJ	-	3	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	3	-
Office Professional 2021	630-ABMF	-	3	-
32GB (2X16GB) DDR5 Non-ECC Memory	370-AGWK	-	3	-
M.2 2280 PCIe NVMe Class 40 Solid State Drive as Boot Drive	400-BOTB	-	3	-

M.2 2280 2TB PCIe NVMe Class 40 Solid State Drive	400-BPGK	-	3	-
M.2 22x30 Thermal Pad	412-AAQT	-	3	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	3	-
NO RAID	817-BBBN	-	3	-
Intel Integrated Graphics	490-BBFG	-	3	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BHPM	-	3	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	3	-
DVD+/-RW Bezel	325-BDSH	-	3	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	3	-
CMS Essentials DVD no Media	658-BBTV	-	3	-
No Media Card Reader	379-BBHM	-	3	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	3	-
External Antenna	555-BHDW	-	3	-
Wireless Driver, Intel AX211 Wi-Fi 6E (6Ghz) 2x2, BT 5.2	555-BIJL	-	3	-
No Additional Video Ports	492-BCKH	-	3	-
No Keyboard Selected	580-AABG	-	3	-
No Mouse Selected	570-AAAF	-	3	-
No Cover Selected	325-BCZQ	-	3	-
Dell Additional Software	658-BFPY	-	3	-
Adobe Acrobat Pro 2020	634-BXLP	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
Dell Watchdog Timer	379-BEZG	-	3	-
Quick Start Guide, OptiPlex SFF Plus	340-DDFN	-	3	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	3	-
Shipping Material	340-CQYR	-	3	-
Shipping Label	389-BBUU	-	3	-
Regulatory Label for OptiPlex SFF Plus 260/300W, FSJ	389-FBFZ	-	3	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	3	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	3	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	3	-
Desktop BTO Standard shipment	800-BBIO	-	3	-
No Additional Add In Cards	382-BBHX	-	3	-
Custom Configuration	817-BBBB	-	3	-
Internal Speaker	520-AARD	-	3	-
Intel vPro Enterprise	631-ADPF	-	3	-
EPEAT 2018 Registered (Silver)	379-BD TO	-	3	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	3	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	3	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	3	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	3	-

Dell 24 Monitor - P2422H, 60.5cm (23.8")

Estimated delivery if purchased today:

Nov. 27, 2023

Contract # C000000005003

Customer Agreement # M0483/19TELE00656

Unit Price	Quantity	Subtotal
\$176.79	4	\$707.16

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 3 Years	814-5381	-	4	-
		Unit Price	Quantity	Subtotal
		\$2,451.65	1	\$2,451.65

Dell Latitude 5540

Estimated delivery if purchased today:

Dec. 04, 2023

Contract # C000000005003

Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5540 XCTO Base	210-BGBM	-	1	-
13th Generation Intel(R) Core(TM) i7-1355U (12 MB cache, 10 cores, up to 5.0 GHz)	379-BFBS	-	1	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	1	-
Office Professional 2021	630-ABMF	-	1	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	1	-
Intel vPro Essentials Technology Enabled	631-ADPT	-	1	-
16 GB, 2 x 8 GB, DDR4, 3200 MT/s, dual-channel, Non-ECC	370-AFVQ	-	1	-
M.2 2280 PCIe NVMe Gen4x4 512GB SSD Class 40	400-BOWG	-	1	-
15.6" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam, WLAN	391-BHEU	-	1	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	1	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJDC	-	1	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	1	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	1	-
65W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDHS	-	1	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	1	-
Adobe Acrobat Pro 2020	634-BXLP	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
Latitude 5540 Quick Start Guide	340-DDHL	-	1	-
ENERGY STAR Qualified	387-BBPC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Additional Software	658-BFQB	-	1	-
Mix Model 65W Adapter (WHN)	340-DJVQ	-	1	-
Intel Core i7 vPro Essentials Label	389-ECWK	-	1	-
Assembly Base	338-CHGG	-	1	-
Intel 13th Generation i7-1355U Trans., Intel Integrated Graphics, Thunderbolt	338-CHGM	-	1	-

Latitude 5540 Bottom Door, Intel 13th Gen U-Series CPU, Intel Integrated Graphics	321-BJTL	-	1	-
FHD RGB Camera	319-BBJT	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

Unit Price	Quantity	Subtotal
\$159.49	7	\$1,116.43

Dell Dual Monitor Stand - MDS19

Estimated delivery if purchased today:

Nov. 28, 2023

Contract # C000000005003

Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dual Monitor Stand - MDS19	452-BDGB	-	7	-

Subtotal:	\$24,173.62
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$24,173.62

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**RESOLUTION # 2023-232****DATE: 12-21-2023**

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

AUTHORIZATION TO PERFORM A SURVEY OF 13 E. FORT LEE ROAD

WHEREAS, the Borough of Bogota (hereinafter the "Borough") is a Municipal Corporation organized under the laws of the State of New Jersey; and,

WHEREAS, the Borough is in the process of purchasing a parcel of land located at 13 E. Fort Lee Road, and designated as Block 41 Lot 9 on the tax assessment map of the Borough (hereinafter the "Subject Property"); and,

WHEREAS, a survey of the Subject Property must be conducted in connection with the aforementioned purchase; and,

WHEREAS, Neglia Engineering has submitted a proposal to conduct the aforementioned survey for a total amount not to exceed Two Thousand Six Hundred Fifty (\$2,650.00) Dollars; and,

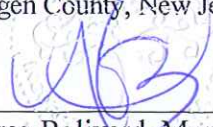
WHEREAS, the aforementioned survey is considered a professional service exempted from public bidding under N.J.S.A. 40A:11-5 of the Local Public Contracts Law; and,

WHEREAS, the Mayor and Council wish to direct Neglia Engineering to proceed with the aforementioned survey.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that Neglia Engineering is hereby authorized and directed to perform a survey of 13 E. Fort Lee Road for an amount not to exceed \$2,650.00 Dollars; and,

BE IT FURTHER RESOLVED, that the Mayor, Borough Clerk, Borough Administrator and any other necessary Borough official is hereby authorized to execute any documents necessary to effectuate the purposes of this resolution.

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.


Yenlys Flores-Bolivar, Municipal Clerk

**RESOLUTION # 2023-234****DATE: 12-21-2023**

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

DPW CONTRACT

**MEMORANDUM OF AGREEMENT BETWEEN THE
BOROUGH OF BOGOTA and BOGOTA UPSEU
REGARDING COLLECTIVE NEGOTIATIONS
AGREEMENT FOR 2024-2026**

WHEREAS the Borough of Bogota (the "Borough") and the Bogota UPSEU (the "Union") are parties to a collective negotiations agreement ("CNA") that governs the terms and conditions of employment for all full and part time blue collar employees of the Borough's Department of Public Works (hereinafter referred to as the "DPW"); and

WHEREAS, the Borough has recognized, pursuant to N.J.S.A. 34:13A-1 et seq., the Union as the majority representative of all as set forth herein with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Memorandum of Agreement; and

WHEREAS, the Borough and the Union recognize it be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

WHEREAS, the Borough and the Union now enter this Memorandum of Agreement to set forth terms agreed to by each party to govern the 2024-2026 CNA as follows:

1. **Term:** The new CNA will run for 3 years, beginning on 1/1/2024 and terminating on 12/31/2026.
2. **Salary:** See attached revised guides attached hereto as exhibit A.

Employees Off-Guide will receive the following increases:

- o 1/1/2024 – \$975 and a 2.75% Base increase
- o 1/1/2025 – \$975 and a 2.75% Base Increase



- o 1/1/2026 – \$975 and a 2.75% Base increase

3. **Article 11.00**, entitled WORK DAY, WORK WEEK AND OVERTIME will be modified to reflect that if the Borough Police/Fire or other Emergency units engage in Public Works duties, the senior most members entitled to overtime as per the normal rotation, shall be entitled to a minimum of Four (4) hours of overtime or actual time, whichever is greater.

4. **Article 23.00** entitled MEDICAL AND DENTAL will be modified at:

23.05 Eye coverage

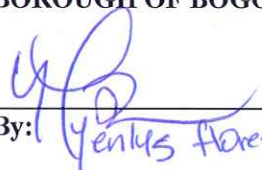
The employer shall reimburse out of pocket expense for one Eye exam annual up to \$50.00

5. **Article 34.00** entitled CLOTHING ALLOWANCE shall be modified as follows:

34.01 Change first sentence to read: "Payable the first (1st) payroll of November"

6. **Other Terms and Conditions of Employment:** All other terms and conditions of employment for the Union shall continue to be governed by the CNA and/or Borough Policy.

BOROUGH OF BOGOTA

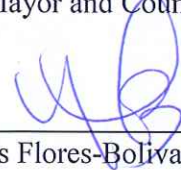
By: 
Yenlys Flores-Bolivard

UPSEU-Bogota

By: _____

Dated: _____

I, Yenlys Flores-Bolivard, Clerk of the Borough of Bogota, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council at a regular meeting held December 21, 2023.


Yenlys Flores-Bolivard Borough Clerk

**RESOLUTION # 2023-235****DATE: 12-21-2023**

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

**AUTHORIZING THE EXECUTION OF A DRAINAGE EASEMENT
AGREEMENT BETWEEN THE BOROUGH OF BOGOTA AND 30 CROSS
BOGOTA URBAN RENEWAL, LLC**

WHEREAS, the Borough of Bogota (the "Borough") previously designated 30 Cross Bogota Urban Renewal, LLC ("30 Cross") as the redeveloper of properties identified as Block 113, Lots 7 and 8 on the Borough's tax map (the "Property"); and

WHEREAS, the Borough of Bogota Planning and Zoning Board (the "Borough Planning Board") previously granted preliminary and final major site plan approval for the redevelopment of the Property; and

WHEREAS, as part of that redevelopment project, 30 Cross was asked to grant a drainage easement to the Borough for the possible future installation of public drainage improvements; and

WHEREAS, in connection therewith, the Borough Council is desirous of approving the terms of a drainage easement agreement.

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

1. The Drainage Easement Agreement with 30 Cross Bogota Urban Renewal, LLC, a copy of which is on file with the Borough Clerk, is hereby approved substantially as proposed, subject to any minor amendments as to form approved by the Borough Attorney.
2. The Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Drainage Easement Agreement and all other documents necessary to effectuate the provisions and purposes of this Resolution or the Drainage Easement Agreement, subject to approval as to form by the Borough Attorney.



3. All other appropriate Borough officials, officers, employees and agents are hereby directed, authorized and empowered to take all steps reasonably necessary to effectuate the provisions and purposes of this Resolution or the Drainage Easement Agreement, subject to approval as to form by the Borough Attorney.
4. This Resolution shall take effect immediately.

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.

Yenlys Flores-Bolivar, Municipal Clerk

Prepared by and
Record and Return to:

John P. Michalski, Esq.
Faegre Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey 07932

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made on this 21st day of December, 2023, by and between:

30 CROSS BOGOTA URBAN RENEWAL, LLC, a limited liability company formed under the laws of the State of Delaware with offices c/o The Hampshire Companies, 21 South Street, Morristown, New Jersey 07960 (the "Grantor"); and

THE BOROUGH OF BOGOTA, a municipal corporation of the State of New Jersey with offices at Bogota Borough Hall, 375 Larch Avenue, Bogota, New Jersey 07603 (the "Grantee" or the "Borough").

WITNESSETH

WHEREAS, Grantor is the owner of certain real property known and designated as Block 113, Lots 7 and 8 (which includes riparian lots 7.01, 7.02, 7.03, 8.01 and 8.02) on the Borough's tax map (the "Property") and more particularly described on Exhibit A annexed hereto; and

WHEREAS, by Resolution memorialized on April 12, 2022, the Borough Planning and Zoning Board (the "Planning Board") granted preliminary and final site plan approval (the "Approval") for the construction of an approximately 89,130 square foot warehouse facility, along with related improvements, on the Property; and

WHEREAS, as part of that Approval, the Planning Board Engineer required Grantor to delineate a drainage easement area on the approved site plans, in the event that a drainage easement was requested by the County of Bergen (the "County"); and

WHEREAS, the County Engineer has requested that Grantor grant the Borough a drainage easement to allow the County to install, for the benefit of the Borough, a drainage line on the Property as part of a drainage diversion to the Hackensack River from an existing, unnamed drainage ditch running along Elm Avenue in the Borough, and which, once constructed, will be owned, operated, and maintained by the Borough (the "County Drainage Project"); and

WHEREAS, the purpose of this Agreement is for Grantor to grant such an easement and set forth the terms and conditions thereof.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, including the promises, covenants and conditions hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to the Grantee, its successors and assigns forever, and the Grantee does hereby accept, the easement set forth herein on the terms and conditions herein contained.

1. **Grant of Drainage Easement.** Grantor hereby grants to Grantee, and Grantee hereby accepts from Grantor, a non-exclusive, perpetual easement over, under, in and across the portion of the Property shown and described in more detail in **Exhibit B-1** and **Exhibit B-2** annexed hereto (the "**Easement Area**"), for the purpose of locating, installing, constructing, using, relocating, removing, reconstructing, maintaining, inspecting, replacing, preserving and repairing an underground storm sewer drainage line as part of the County Drainage Project (the "**Drainage Line**") within the Easement Area (the "**Drainage Easement**").

2. **Construction and Maintenance of Drainage Line.** (a) Grantee, at Grantee's sole cost and expense, shall construct and maintain the Drainage Line within the Easement Area in accordance with all applicable laws and all necessary governmental permits and approvals.

(b) Grantee shall have the right to designate the County as its agent for the purpose of performing any work (including, without limitation, construction, installation and maintenance) permitted hereunder ("**Work**"); provided, however, that the Grantee shall remain responsible for any such Work, and for compliance with the terms and conditions set forth herein in the performance of such Work.

(c) All Work pursuant to this Agreement shall be performed by, or on behalf of, Grantee in a good and workmanlike manner, with a minimum of inconvenience to Grantor, and in accordance with all necessary permits and approvals, and all applicable legal requirements (including, without limitation, those relating to any environmental conditions on the Property). Any damage caused to the Easement Area or the improvements thereon in the course of such Work by, or on behalf of, Grantee shall be promptly repaired by Grantee, and such lands shall be promptly restored by Grantee to their condition immediately prior to such damage, at the sole cost and expense of Grantee. All Work shall be undertaken and completed in a prompt manner and with all due diligence.

(d) Grantee shall give not less than ten (10) business days prior notice (the "**Work Notice**") to the owner of the Property of the date when any Work is to commence on the Property, except in the event of exigent circumstances whereupon notice shall be given as soon as reasonably practical under such circumstances. Grantee shall not perform any Work in a manner that blocks access to any building, internal roadway, or parking area located on the Property, provided, however, that if the performance of any Work permitted hereunder cannot be undertaken without some blocking of access to parking spaces or internal drive aisles within the parking area located on the Property, then Grantee shall (i) provide the details of the proposed

duration and extent of such blocked access in the Work Notice; (ii) take such measures to complete such Work in the shortest period of time reasonably possible and during non-operating hours or, if such business has 24-hour operations, during overnight, weekend, or non-peak operating hours, as desired by such business operator; and (iii) shall cooperate with Grantor in scheduling such Work or revising the Work plan to minimize, to the fullest extent practicable, interference with the lawful use of Grantor's Property.

3. **Temporary Construction Easement.** During the time that Grantee performs any Work permitted hereunder, Grantee shall have a temporary construction easement allowing the Grantee and its agents, contractors, subcontractors, professionals, materialmen and others engaged in the project to use such portion or portions of Grantor's Property only as is reasonably necessary for the purpose of performing such Work, and only (i) at reasonable times, (ii) for the period reasonably necessary to perform such Work, (iii) in accordance with and subject to good construction practice, and (iv) in such manner so as to minimize, to the fullest extent practicable, interference with the lawful use of Grantor's Property. Upon the completion of any such Work, the temporary construction easement area shall be promptly restored to substantially the same condition in which it was prior to the commencement of such Work.

4. **Reservation of Rights by Grantor.** Subject to the limitations set forth in this Agreement, Grantor shall have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over, the Easement Area for any lawful purpose which does not unreasonably interfere with the use of the Drainage Line by Grantee. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, Grantee hereby agrees that (a) parking and access improvements, and (b) the construction, installation, repair, replacement or maintenance within the Easement Area of sewer, gas, electric and other utilities and appurtenant facilities, and any other improvements constructed pursuant to any applicable permits or approvals and installed in compliance with applicable legal requirements, shall not be deemed to unreasonably interfere with the safe, proper or convenient use of the Drainage Line by Grantee.

5. **Indemnification and Insurance.** Grantee agrees to defend, indemnify and save harmless Grantor, and its successors and assigns, from any claims for bodily injury and/or property damage (including, without limitation, reasonable attorneys' fees) occasioned by the utilization of the Easement Area or any rights hereunder by Grantee, its agents (specifically including, without limitation, the County), contractors, subcontractors, or any employees or invitees thereof, unless arising from the negligence or willful misconduct of Grantor. Grantee at all times shall maintain commercial general liability insurance covering the Easement Area in a minimum amount of \$1,000,000.00 per occurrence and naming Grantor as an additional insured and as a certificate holder.

6. **Default; Remedies.** If any party hereto defaults in the performance of any of its obligations under this Agreement, and such default continues for a period of thirty (30) days after notice has been given to such party of the default and demanding that the same be cured, except in the case of exigent circumstances, in which case such cure period shall be reduced to an

amount of time that is reasonable under such circumstances (unless, subject to the foregoing in the case of exigent circumstances, such default cannot with due diligence be wholly cured within such period of 30 days, in which case such party shall have such longer period as is reasonably necessary to cure the default), the party delivering such notice shall have the right (but not the obligation), without waiving or releasing any other right or remedy in connection with the default, to cure such default for the account of the defaulting party. Thereafter, the defaulting party shall pay the cost of such cure to the curing party within thirty (30) days after demand. Interest shall be charged on any past due payments under this Agreement in an amount equal to the lesser of (i) an annual rate of "Prime" (as published from time to time by the Wall Street Journal or, if not published by the Wall Street Journal, then as periodically established by another publication or entity of similar reputation) plus four (4%) percent per annum, or (ii) the highest rate allowed by law.

7. **Notices.** All notices or other communications required or permitted to be given under this Easement Agreement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a reputable priority delivery service such as Federal Express or UPS, addressed to the address as follows:

To Grantor:

30 CROSS BOGOTA URBAN RENEWAL, LLC
c/o The Hampshire Companies
21 South Street
Morristown, New Jersey 07960
Attn: Mark Rosen

To Grantee:

Borough of Bogota
Bogota Borough Hall
375 Larch Avenue
Bogota, New Jersey 07603

The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery. Any notice given by an attorney on behalf of a party shall be effective for all purposes.

8. **Binding Effect.** The terms, covenants and conditions herein contained shall run with the land for the benefit of Grantee and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

9. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Bergen County, in any such suit, action or proceeding and to the laying of venue in such Court. The parties further agree that any claims relating to, or arising out of, this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury

10. **No Other Agreements.** This Easement Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Easement Agreement shall not be modified except by a written instrument signed by the party against whom enforcement is sought.

11. **Miscellaneous.** If any provision of this Easement Agreement is found to be invalid or unenforceable, the remainder of this Easement Agreement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Easement Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

[Signatures to follow on next page]

IN WITNESS WHEREOF, Grantor and Grantee sign this Agreement as of the date as first set forth above.

GRANTOR

30 CROSS RP URBAN RENEWAL, LLC

By: 30 Cross Street Investors, LLC, its Sole Member

By: Hampshire NNJ Industrial Company, LLC, its Manager

By: The Hampshire Companies, LLC, its Managing Member

By: 

Name: Mark S. Rosen

Title: Executive Vice President

GRANTEE

BOROUGH OF BOGOTA, a New Jersey municipal corporation,

By: 

Name: Christopher M. Kelemen

Title: Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
 : SS.
COUNTY OF Morris)

I CERTIFY that on October 18, 2023, Mark S. Rosen personally came before me, and acknowledged under oath, to my satisfaction, that this person:

- (a) Executive Vice President of The Hampshire Companies, LLC, the managing member of Hampshire NNJ Industrial Company, LLC, the manager of 30 Cross Street Investors, LLC, the sole member of **30 CROSS BOGOTA URBAN RENEWAL, LLC**, the Delaware limited liability company named in the attached Agreement;
- (b) is authorized to execute the attached Agreement on behalf of **30 CROSS BOGOTA URBAN RENEWAL, LLC**, in his capacity as the Executive Vice President of The Hampshire Companies, LLC, the managing member of Hampshire NNJ Industrial Company, LLC, the manager of 30 Cross Street Investors, LLC, the sole member of **30 CROSS BOGOTA URBAN RENEWAL, LLC**;
- (c) executed this Agreement on behalf of and as the act of **30 CROSS BOGOTA URBAN RENEWAL, LLC**; and
- (d) the attached Agreement was signed and made by **30 CROSS BOGOTA URBAN RENEWAL, LLC**, as its duly authorized and voluntary act.



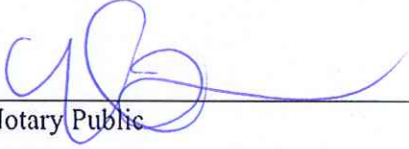
Notary Public



STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

I CERTIFY that on 21st, 2023, December of
the Borough of Bogota, appeared before me, and this person stated under oath, to my
satisfaction, that:

- (a) this person is the Mayor of the Borough of Bogota, the Grantee
named in this instrument;
- (b) this person was authorized to execute this instrument on behalf of such
entity; and
- (c) this person executed this instrument as the act of such entity.



Notary Public

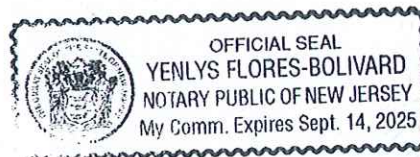


Exhibit A

(Legal Description of the Property)



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

30 Independence Blvd
Suite 100
Warren, NJ 07059
Tel: 908.668.0099
cpasurvey.com

October 27, 2022
01-120120-06

LEGAL DESCRIPTION LOTS 7, 7.01, 7.02, 7.03, 8, 8.01 & 8.02, BLOCK 113 BOROUGH OF BOGOTA, BERGEN COUNTY STATE OF NEW JERSEY

BEGINNING AT A POINT IN THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN THE VILLAGE OF RIDGEFIELD PARK AND THE BOROUGH OF BOGOTA WHICH POINT IS DISTANT 395.02 FEET NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY WITH THE NORTHERLY LINE OF INTERSTATE HIGHWAY ROUTE 80 AND FROM THENCE RUNNING

1. NORTH 69 DEGREES 31 MINUTES 14 SECONDS WEST AND ALONG THE AFOREMENTIONED DIVISION LINE BETWEEN THE VILLAGE OF RIDGEFIELD PARK AND THE BOROUGH OF BOGOTA 514.83 FEET TO A POINT IN THE PIERHEAD AND BULKHEAD LINE OF THE HACKENSACK RIVER APPROVED BY THE ASSISTANT SECRETARY OF WAR, MARCH 12, 1928 AND ADOPTED APRIL 23, 1928 BY THE BOARD OF COMMERCE AND NAVIGATION; THENCE
2. NORTH 02 DEGREES 06 MINUTES 00 SECONDS WEST AND ALONG THE AFOREMENTIONED PIERHEAD AND BULKHEAD LINE OF THE HACKENSACK RIVER, 647.05 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY; THENCE
3. SOUTH 83 DEGREES 42 MINUTES 40 SECONDS EAST AND ALONG THE AFOREMENTIONED SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF THE PUBLIC SERVICE ELECTRIC AND GAS COMPANY, 203.11 FEET TO A POINT OF DEFLECTION IN THE SAME; THENCE
4. SOUTH 66 DEGREES 02 MINUTES 40 SECONDS EAST AND STILL ALONG THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF THE PUBLIC SERVICE ELECTRIC AND GAS COMPANY, 104.20 FEET TO A POINT IN THE AFOREMENTIONED WESTERLY LINE OF LANDS NOW OR FORMERLY OF THE NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY; THENCE
5. IN A GENERAL SOUTHERLY DIRECTION AND ALONG THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY AND ALONG THE ARC OF A CURVE BEARING TO LEFT WITH A RADIUS OF 2,944.43 FEET, A CENTRAL ANGLE OF 00 DEGREES 13 MINUTES 30 SECONDS, AN ARC DISTANCE OF 11.56 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 12 MINUTES 55 SECONDS EAST, AND A CHORD DISTANCE OF 11.56 FEET TO A POINT OF CURVATURE; THENCE
6. SOUTH 15 DEGREES 19 MINUTES 40 SECONDS EAST, CONTINUING ALONG THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF THE NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY, 778.76 FEET TO THE POINT OR PLACE OF BEGINNING

CONTAINING 263, 478 SQUARE FEET OR 6.049 ACRES

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED "ALTA/NSPS LAND TITLE SURVEY, BOGOTA GOLF CENTER, LOTS 7, 7.01, 7.02, 7.03, 8, 8.01, & 8.02, BLOCK 113, BOROUGH OF BOGOTA, LOTS 1, 1.01, & 2, BLOCK 152.01, VILLAGE OF RIDGEFIELD PARK, BERGEN COUNTY, STATE OF NEW JERSEY," PREPARED BY CONTROL POINT ASSOCIATES INC., DATED 10-17-2022, LAST REVISED 10-27-2022.

CONTROL POINT ASSOCIATES, INC.


JAMES D. SENS
STATE OF NEW JERSEY
PROFESSIONAL LAND SURVEYOR #24GS04322600
NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA27938600

10-27-2022
DATE

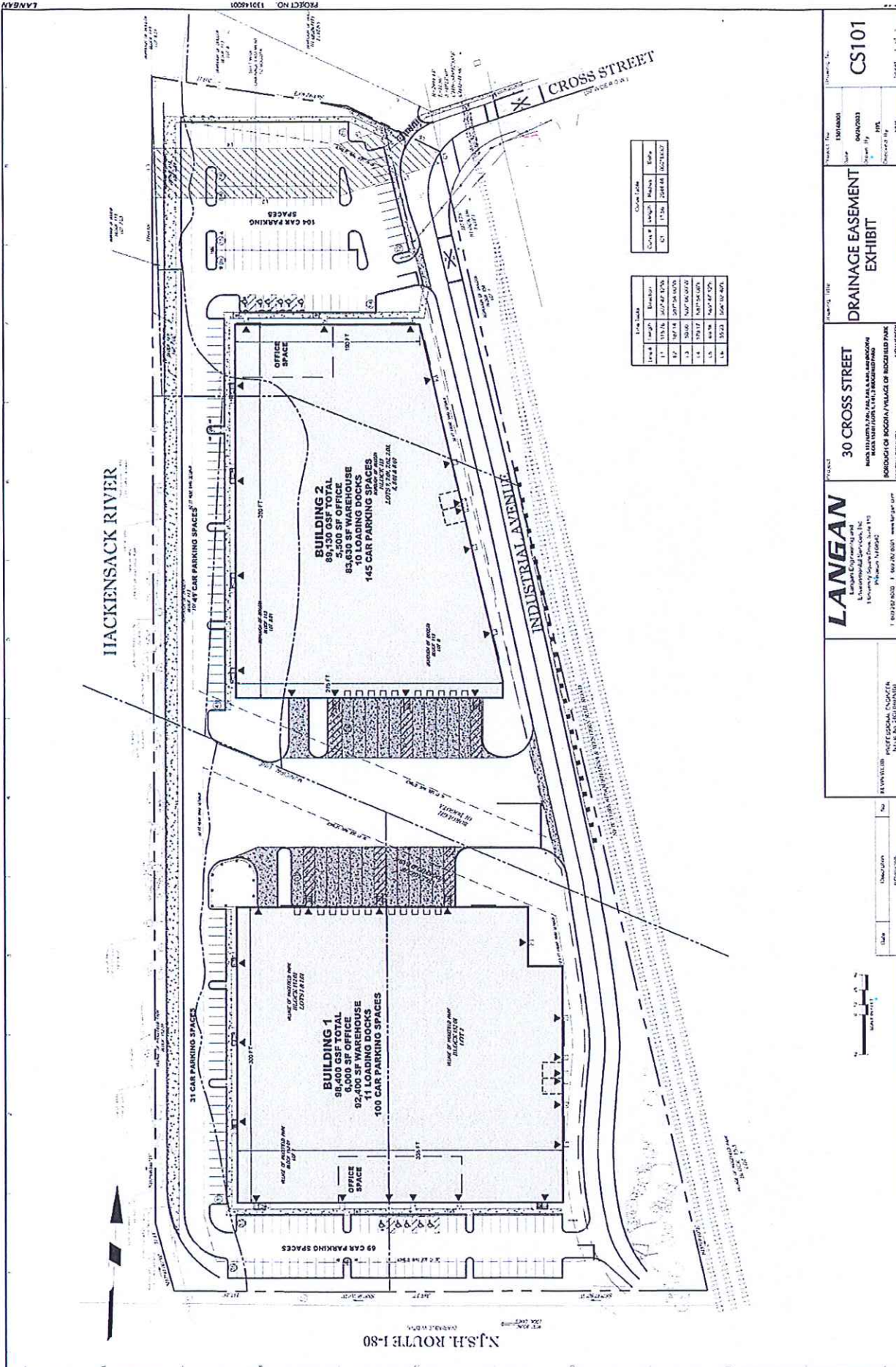
JDS/UB
PREPARED BY: UB
REVIEWED BY: JDS

Evolution
of Land Surveying...

Professional Land Surveying, Geospatial, and Consulting Services

Exhibit B-1

(Easement Plan Exhibit)



N.J.S.H. ROUTE 1-80

Corner Table			
Corner #	Length	Bearing	Area
1	11.56	204° 44'	10.27
2	11.56	204° 44'	10.27

Line Table			
Line #	Length	Bearing	Area
1	11.56	204° 44'	10.27
2	11.56	204° 44'	10.27
3	11.56	204° 44'	10.27
4	11.56	204° 44'	10.27
5	11.56	204° 44'	10.27
6	11.56	204° 44'	10.27
7	11.56	204° 44'	10.27
8	11.56	204° 44'	10.27
9	11.56	204° 44'	10.27
10	11.56	204° 44'	10.27



LANGAN
LANGAN ENGINEERING & ARCHITECTURE, INC.
1000 ROUTE 1-80, SUITE 100
ROCKAWAY, NJ 07866
TEL: 201-982-8800 FAX: 201-982-8801
WWW.LANGAN-PA.COM

30 CROSS STREET
MUNICIPALITY OF ROCKAWAY, NEW JERSEY
BOROUGH OF ROCKAWAY, NEW JERSEY

**DRAINAGE EASEMENT
EXHIBIT**

CS101

Exhibit B-2

(Legal Description of Easement Area)

27 April 2023
Revised 20 June 2023
130148001

**WRITTEN DESCRIPTION
PROPOSED 50 FOOT WIDE DRAINAGE EASEMENT
IN FAVOR OF THE BOROUGH OF BOGOTA
PORTION OF BLOCK No. 113, LOT Nos. 7 & 8
(INCLUDING LOTS F/K/A 7.01, 7.02, 7.03, 8.01 AND 8.02)
BOROUGH OF BOGOTA
BERGEN COUNTY, NEW JERSEY**

Beginning at a point where the easterly line of Block 156 Lot 1, lands now or formerly Conrail, is intersected by the division line between Block 113 Lot 7, lands now or formerly River Rock Equities, Inc. as described in Deed Book 8180 Page 563, and Block 113 Lot 6, lands now or formerly Public Service Electric and Gas Company, as shown on a survey entitled "ALTA/NSPS Land Title Survey, River Rock Equities, Inc., Lots 7, 7.01, 7.02, 7.03, 8, 8.01, & 8.02, Block 113, Lots 1, 1.01, & 2, Block 152.01, Borough of Bogota & Village of Ridgefield Park, Bergen County, State of New Jersey" prepared by Control Point Associates, Inc., dated February 10, 2020, last revised December 28, 2021, and from said Point of Commencement running; thence

1. Along the easterly line of said Block 156 Lot 1, along a curve to the left having a radius of 2944.43 feet, an arc length of 11.56 feet, a central angle of 00°13'30", a chord bearing South 15°12'55" East, and a chord distance of 11.56 feet to a point; thence
2. Through said Block 113 Lot 7, lands now or formerly River Rock Equities, Inc., South 69°47'12" West, a distance of 115.76 feet to a point; thence
3. Continuing through the same and through Block 113 Lot 7.01, South 87°54'00" West, a distance of 187.14 feet to a point on the Pierhead and Bulkhead Line of the Hackensack River approved by the Assistant Secretary of War, June 28, 1921 and adopted January 21, 1924 by the Board of Commerce and Navigation, as shown on said plan; thence
4. Along said Pierhead and Bulkhead Line, North 02°06'00" West, a distance of 50.00 feet to a point; thence
5. Through said Block 113 Lots 7 and 7.01, parallel to and distant northerly 50.00 feet from the third course herein, North 87°54'00" East, a distance of 179.17 feet to a point; thence
6. Through said Block 113 Lot 7, parallel to and distant northerly 50.00 feet from the second course herein, North 69°47'12" East, a distance of 69.18 feet to a point on the aforementioned lands of Public Service Electric and Gas Company; thence
7. Along said lands of Public Service Electric and Gas Company, South 66°02'40" East, a distance of 55.23 feet to the Point of Beginning.

Enccompassing an area of 14,029 square feet or 0.322 acre, more or less.

1 University Square Drive, Suite 110 Princeton, NJ 08540 T: 609.282.8000 F: 609.282.8001 www.langan.com

New Jersey • New York • Connecticut • Massachusetts • Pennsylvania • Ohio • Illinois • North Carolina • Virginia • Washington, DC
California • Texas • Arizona • Utah • Colorado • Washington • Florida | Athens • Calgary • Dubai • London • Panama

This description is prepared in accordance with a map entitled "Drainage Easement Exhibit, 30 Cross Street, Block 113 / Lots 7, 7.01, 7.02, 7.03, 8, 8.01, 8.02 (Bogota), Block 152.01 / Lots 1, 1.01, 2 (Ridgefield Park), Borough of Bogota / Village of Ridgefield Park, Bergen County, New Jersey", prepared by Langan Engineering and Environmental Services, Inc., Lawrenceville, New Jersey, dated April 26, 2023, Drawing No. CS101.

Matthew G. Sipple
Professional Land Surveyor
New Jersey License No. 24GS04332100

NJ Certificate of Authorization No. 24GA27996400

\\Langan.com\data\PRJ\data0\130148001\Project Data\Discipline\Survey\Office Data\Descriptions\130148001 Drainage Easement Description_Rev 1.docx

LANGAN



Tabled
Moved to
2024
passed
11/5/2024

RESOLUTION # 2023-223

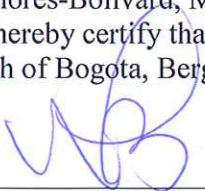
DATE: 12-06-2023

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

**SERVICE AGREEMENT 2024
BETWEEN THE BERGEN COUNTY UTILITIES AUTHORITY (BCUA) FOR A
CERTIFIED RECYCLING PROFESSIONAL (CRP) TO PREPARE THE ANNUAL
RECYCLING TONNAGE REPORT**

See Attached.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-06-2023.


Yenlys Flores-Bolivard, Municipal Clerk

Tabled

R2023-223



BERGEN COUNTY UTILITIES AUTHORITY

Box 9, Foot of Mehrhof Road, Little Ferry, New Jersey 07643

ROBERT E. LAUX
Executive Director

RONALD PHILLIPS, Chairman
LOUIS J. DeLISIO, Vice Chairman
BRUCE BONAVENTURO
BRYAN J. DRUMGOOLE
DANIEL GUMBLE

THOMAS S. KELLEY
PETER C. MASSA, JR.
DIANE T. TESTA
JON WARMS

November 30, 2023

Borough Clerk
Borough of Bogota
375 Larch Avenue
Bogota, NJ 07603

Dear Borough Clerk:

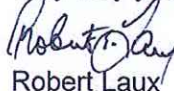
In 1980, the Bergen County Board of Chosen Freeholders designated the Bergen County Utilities Authority (BCUA) as the agency empowered to develop and implement the Bergen County District Solid Waste Management Plan. As part of its solid waste management responsibilities, the BCUA has developed and implemented numerous programs to assist Bergen County municipalities with the management of solid and hazardous waste. In 2012 the BCUA implemented the Certified Recycling Professional Tonnage Grant Assistance Program to ensure that all Bergen County municipalities receive their share of the New Jersey Department of Environmental Protection's tonnage grant. In 2024, the BCUA will continue this program.

As you may know, in accordance with the Recycling Enhancement Act (REA) P.L. 2008, Chapter 6, beginning 2012 each New Jersey municipality is required to submit an Annual Recycling Tonnage Report to the New Jersey Department of Environmental Protection (NJDEP) **signed by a Certified Recycling Professional (CRP) on or before April 30th of each year.** Failure to submit a Tonnage Report signed by a CRP will jeopardize your municipality's receipt of the annual recycling tonnage grant.

As part of the BCUA's Certified Recycling Professional Tonnage Grant Assistance Program, the BCUA will provide the services of a CRP to sign and submit the Annual Recycling Tonnage Report to the NJDEP at **no cost to your municipality.** If your municipality requires the services of a CRP and would like to participate in this program, please review and execute the attached Service Agreement and submit to the attention of Richard Wierer, Director of Solid Waste on or before March 1, 2024.

If you have any questions regarding the Service Agreement or the requirements of the Recycling Enhancement Act, please do not hesitate to contact Richard Wierer at 201-807-5818.

Very truly yours,


Robert Laux

enclosure

cc: Borough Administrator (w/o enclosure)
Municipal Recycling Coordinator (w/o enclosure)

**SERVICE AGREEMENT FOR A CERTIFIED RECYCLING PROFESSIONAL (CRP)
TO PREPARE THE ANNUAL RECYCLING TONNAGE REPORT**

This Service Agreement, by and between **The Bergen County Utilities Authority**, a public body politic and corporate of the State of New Jersey, having its principal offices for the performance of essential governmental functions and services located at the Foot of Mehrhof Road, Little Ferry, New Jersey 07643 (hereinafter referred to as "Authority"), and the Borough of Bogota a Municipal Corporation of the State of New Jersey, having its principal offices for the performance of essential governmental functions and services located at 375 Larch Avenue , Bogota, New Jersey, 07603 (hereinafter referred to as the "Municipality"), is dated this ____ day of _____, 20__.

WHEREAS, commencing in 2012, New Jersey municipalities are required by the New Jersey Recycling Enhancement Act ("REA") P.L. 2008, CHAPTER 6, to have the mandatory Annual Recycling Tonnage Reports approved and signed by a Certified Recycling Professional ("CRP"); and

WHEREAS, the Annual Recycling Tonnage Reports must be submitted via email to the New Jersey Department of Environmental Protection ("NJDEP") utilizing a spreadsheet provided by the NJDEP on or before April 30th of each year.

WHEREAS, Municipality, by ordinance, has duly enacted a recycling plan for all recyclable materials, as designated by the Bergen County Solid Waste Management Plan and amendments thereto; and

WHEREAS, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) authorizes and permits contracting units, such as the Authority and the Municipality to enter

into Service Agreements with municipalities for the services contemplated herein without competitive bidding for same, pursuant to and in accordance with N.J.S.A. 40A:11-5(2); and

WHEREAS, the parties are desirous of entering into a Service Agreement for retaining and providing CRP services of the Authority for signing of said Annual Recycling Tonnage Report; and

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the Municipality and the Authority hereby agree as follows:

I. REPRESENTATIONS

1.01 Representations by the Authority.

The Authority hereby represents and warrants as follows:

A. The Authority is duly authorized under the Constitution and laws of the State to execute and deliver this Service Agreement, and the Authority has taken all actions required on its part to execute and deliver this Service Agreement and the performance of the Authority's obligations hereunder;

B. Upon its execution by the Authority, this Service Agreement shall be a valid and binding obligation of the Authority, enforceable in accordance with its terms;

C. The execution and delivery of this Service Agreement and the performance by the Authority of its obligations hereunder do not conflict with any applicable law, rule or regulation and will not constitute a breach of or default under any agreement, instrument or undertaking to which the Authority is a party or by which it is bound; and

D. No litigation or administrative action of any nature is now pending seeking to restrain or enjoin the execution and delivery of this Service Agreement by the Authority

or the performance by the Authority of its obligations hereunder, or in any manner questioning the proceedings or authority under which the same have been effected or the validity or enforceability of this Service Agreement; and no authority or proceeding for the transactions on the part of the Authority contemplated by this Service Agreement has been repealed, revoked or rescinded.

1.02 Representations by the Municipality.

The Municipality hereby represents and warrants as follows:

A. The Municipality is duly authorized under the Constitution and laws of the State to execute and deliver this Service Agreement, and the Municipality has taken all actions required on its part for the execution and delivery of this Service Agreement and the performance of the Municipality's obligations hereunder;

B. Upon its execution by the Municipality, this Service Agreement shall be a valid and binding obligation of the Municipality, enforceable in accordance with its terms;

C. The execution and delivery of this Service Agreement and the performance by the Municipality of its obligations hereunder do not conflict with any applicable law, rule or regulation and will not constitute a breach of or default under any agreement, instrument or undertaking to which the Municipality is a party or by which it is bound; and

D. No litigation or administrative action of any nature is now pending seeking to restrain or enjoin the execution and delivery of this Service Agreement by the Municipality or the performance by the Municipality of its obligations hereunder, or in any manner questioning the proceedings or authority under which the same have been effected or the validity or enforceability of this Service Agreement; and no authority or proceeding for the

transactions on the part of the Municipality contemplated by this Service Agreement has been repealed, revoked or rescinded.

II. OBLIGATIONS OF AUTHORITY

2.01. During the term of this Service Agreement, the Authority shall designate a CRP for the express and limited purpose of signing and submitting said Annual Recycling Tonnage Report to the NJDEP on or before April 30, 2023.;

III. OBLIGATIONS OF THE MUNICIPALITY

3.01 Municipality shall retain the services of the Authority for a CRP that will be responsible for signing and submitting of said Annual Recycling Tonnage Report to the NJDEP on or before April 30, 2024.

3.02 Municipality must complete said Annual Recycling Tonnage Report and submit same to the Authority on or before April 16, 2024.

3.03 It is understood that the sole and exclusive responsibility for the accuracy of all tonnage and materials reported lies with the municipality's designated preparer of the Annual Recycling Tonnage Report. The Municipality designates: _____ (municipal employee responsible for completing the Annual Recycling Tonnage Report) as the preparer of the report. The report's designated preparer shall be responsible should the NJDEP audit the report submittal.

3.04 It is the Municipality's responsibility to retain the appropriate documentation for five years before destroying said documentation in the event of a field review by the NJDEP.

3.05 If the NJDEP conducts a field review and recycling tonnage is denied by the NJDEP and the NJDEP requires the Municipality to repay all or a portion of the grant

funds, it is the sole and exclusive responsibility of the Municipality to the repay the grant funds.

IV. TERM OF SERVICE AGREEMENT

4.01. The term of this Service Agreement shall be for a term of one (1) year, commencing March 1, 2024.

V. NOTICE

5.01. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following address or sent by certified or registered mail, postage pre-paid with receipt requested, at such addressed; provided, if such notices, demands, requests or other communications are sent by mail, they should be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered.

5.02. All notices shall be addressed as follows:

If to Authority:
Richard Wierer, Director of Solid Waste
Bergen County Utilities Authority
Box 9, Foot of Mehrhof Road
Little Ferry, New Jersey 07643

If to the Municipality:

Name: Yanely Flores-Bolivar
Municipal Clerk
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

Tabled

5.03. Either party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notice sent hereunder signed on behalf of the notifying party by a duly authorized attorney-at-law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

IN WITNESS WHEREOF, the Authority and the Municipality have caused this Service Agreement to be executed in their respective names by representatives of each thereof there unto duly authorized, and have caused this Service Agreement to be dated as of the date and year first above written.

WITNESS:

BERGEN COUNTY UTILITIES AUTHORITY

By: _____

Executive Director

ATTEST:

Borough of Bogota

By: _____

Title: _____

**RESOLUTION # 2023-233****DATE: 12-21-2023**

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

**HIRE ADDITIONAL, TEMPORARY, PART-TIME ELECTRICAL
SUB-CODE OFFICIAL**

WHEREAS, the Borough of Bogota is in need of an additional electrical sub-code official who can assist the Borough's current sub-code official on a part-time temporary basis on larger projects that the current sub-code official cannot properly inspect in a timely manner; and,

WHEREAS, this position was created in or about 2021, and recently became vacant; and,

WHEREAS, George Morra has submitted a resume to perform the services required of this vacant position; and,

WHEREAS, Mr. Morra is a licensed electrical contractor and possesses both an ICS and an HHS Electrical Inspector License, and has therefore been determined by the Bogota Building Department to be qualified to perform the aforementioned services; and,

WHEREAS, the Borough wishes to ensure that inspections of all projects are timely performed, and therefore wish to hire Mr. Morra on a part-time temporary basis to assist the current electrical sub-code official in performing these important inspections.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that George Morra is hereby hired as an additional electrical sub-code official for the Borough, on a part-time temporary basis, in order to assist the current electrical sub-code official in carrying out time-sensitive inspections; and,

BE IT FURTHER RESOLVED, that Mr. Morra shall perform these duties at the direction of the Building Department, and shall be compensated at a rate of Forty-Five (\$45.00) Dollars per hour for his services.

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 12-21-2023.


Yenlys Flores-Bolivard, 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				



Meeting 12-21-2023
PC23-21 Payment of Claims

DATE December 20, 23

MOTION Carpenter

SECOND Mitchell

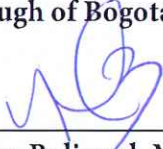
Carried ☐ Defeated ☐ Tabled ☐

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 to 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	562,803.15
Total fund 04 General Capital Fund	82,509.69
Total fund 13 Recreation Trust Fund	4,149.49
Total fund 14 Trust Fund -	30,522.86
Total fund 16 ACCUTRACK ACCOUNT	6,322.50
Total fund 19 COAH	200.00
GRAND TOTAL:	686,507.69

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 on December 21, 2023 by the Borough of Bogota, Bergen County, New Jersey.



Yenlys Flores-Bolivard, Municipal Clerk

Bills List**BOROUGH OF BOGOTA**

12/20/23 10:43:11 AM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1001-000 Appropriation Control General Administration - S&W					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	5,308.33	12/14/23
Total for				5,308.33	
Department Total:				5,308.33	
01-2010-20-1002-002 Appropriation Control General Administration - O/E					
231636	12/18/23	EDWARD HYNES	REIMBURSEMENT FOR HOLIDAY	1,426.25	12/19/23
231584	12/05/23	TROPHY KING, INC	INV# 23993; PD SHIELD W/ ENG	300.00	12/19/23
Total for				1,726.25	
Department Total:				1,726.25	
01-2010-20-1010-001 Appropriation Control Grantsperson - O/E Other Expenses					
230258	02/21/23	MILLENNIUM STRATEGIES DEC 2023 GRANT WRITING SRVCS		3,000.00	12/19/23
Total for				3,000.00	
Department Total:				3,000.00	
01-2010-20-1101-000 Appropriation Control Mayor & Council - S&W Salary &					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	779.91	12/14/23
Total for				779.91	
Department Total:				779.91	
01-2010-20-1201-000 Appropriation Control Municipal Clerk - S&W Salary &					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	6,677.60	12/14/23
Total for				6,677.60	
Department Total:				6,677.60	
01-2010-20-1202-000 Appropriation Control Municipal Clerk - O/E Other					
230977	07/20/23	GLOBAL FURNITURE GROUP	QTY# 0011447; CNT TABLE W FL	554.02	12/19/23
231644	12/19/23	LAURA CASTELLANO	RECORDS WORK FOR CLERK	0.00	12/19/23
231644	12/19/23	LAURA CASTELLANO	RECORDS WORK FOR CLERK	250.00	12/19/23
231603	12/13/23	NORTH JERSEY MEDIA	INV# 0006038076; VARIOUS PUB	407.48	12/19/23
231491	11/21/23	STAPLES ADVANTAGE	INV# 3551813405	70.55	12/19/23
231590	12/06/23	STAPLES ADVANTAGE	INV# 3553243515	55.42	12/19/23
Total for				1,337.47	
Department Total:				1,337.47	
01-2010-20-1301-000 Appropriation Control Financial Administration - S&W					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	768.47	12/14/23
Total for				768.47	
Department Total:				768.47	
01-2010-20-1302-002 Appropriation Control Financial Administration - O/E					
231604	12/14/23	ACTION DATA SERVICES	DEMAND DEBIT - 12/08/2023	738.85	12/08/23
Total for				738.85	
Department Total:				738.85	
01-2010-20-1402-001 Appropriation Control Data Processing - O/E					
231597	12/11/23	TRI-STATE TECHNICAL	INV# 42233; OPRA WORK;	105.00	12/19/23
Total for				105.00	
Department Total:				105.00	

Bills List**BOROUGH OF BOGOTA**

12/20/23 10:43:12 AM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1451-000 Appropriation Control Revenue Administration - S&W					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	454.33	12/14/23
Total for				454.33	
Department Total:				454.33	
01-2010-20-1452-000 Appropriation Control Revenue Administration - O/E Other					
231610	12/14/23	MUNIDEX	INV# 992375; ADDED	180.00	12/19/23
Total for				180.00	
Department Total:				180.00	
01-2010-20-1501-000 Appropriation Control Tax Assessment - S&W Salary &					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	726.17	12/14/23
Total for				726.17	
Department Total:				726.17	
01-2010-20-1552-001 Appropriation Control Legal Services - O/E Retainer -					
230145	01/30/23	BOGGIA & BOGGIA, LLC	DEC 2023 RETAINER MUNICIPAL	6,500.00	12/19/23
Total for				6,500.00	
01-2010-20-1552-002 Appropriation Control Legal Services - O/E Other Matters					
231638	12/19/23	BOGGIA & BOGGIA, LLC	PROF SRVCS THROUGH 11/30/23	7,070.00	12/19/23
231639	12/19/23	BOGGIA & BOGGIA, LLC	PROF SRVCS THROUGH 10/31/23	8,227.01	12/19/23
231641	12/19/23	TRENK, ISABEL, SIDDIQ	PROF SRVCS RENDERED THRU	882.00	12/19/23
Total for				16,179.01	
Department Total:				22,679.01	
01-2010-21-1801-000 Appropriation Control Planning/Zoning Board - S&W					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	166.67	12/14/23
Total for				166.67	
Department Total:				166.67	
01-2010-22-1951-000 Appropriation Control Construction Code - S&W Salary &					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	5,427.46	12/14/23
Total for				5,427.46	
Department Total:				5,427.46	
01-2010-22-2001-000 Appropriation Control Property Maintenance - S&W Salary					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	1,732.50	12/14/23
Total for				1,732.50	
Department Total:				1,732.50	
01-2010-23-2202-003 Appropriation Control Group Insurance - O/E Dental					
231642	12/19/23	DELTA DENTAL PLAN OF	EMPLOYEE DENTAL COVERAGE	3,899.43	12/19/23
Total for				3,899.43	
01-2010-23-2202-092 Appropriation Control Group Insurance - O/E Medical					
231583	12/04/23	SHBP - STATE PENSIONS	EE HEALTH BENEFITS DECEMBER	68,619.16	12/05/23
Total for				68,619.16	
Department Total:				72,518.59	
01-2010-25-2401-000 Appropriation Control Police - S&W Regular					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	77,615.29	12/14/23

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Total for		Appropriation Control Police - S&W Regular		77,615.29	
01-2010-25-2401-002 Appropriation Control Police - S&W Overtime					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	15,218.68	12/14/23
Total for		Appropriation Control Police - S&W Overtime		15,218.68	
01-2010-25-2401-003 Appropriation Control Police - S&W Comp Time Payouts					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	5,000.00	12/14/23
Total for		Appropriation Control Police - S&W Comp Time		5,000.00	
<u>Department Total:</u>		<u>Appropriation Control Police - S&W</u>		<u>97,833.97</u>	
01-2010-25-2402-001 Appropriation Control Police - O/E Communications					
231506	11/27/23	AXON ENTERPRISE INC.	TASERS WITH 5 YR PLAN;	3,020.39	12/19/23
Total for		Appropriation Control Police - O/E		3,020.39	
01-2010-25-2402-002 Appropriation Control Police - O/E Equipment Maintenance					
231547	11/28/23	AMERICAN AED	QUOTE; QUO27977;	4,965.00	12/19/23
231511	11/27/23	COMPUTER SQUARE INC	INV# 01361; TCKTS SRVD	1,930.50	12/19/23
Total for		Appropriation Control Police - O/E Equipment		6,895.50	
01-2010-25-2402-003 Appropriation Control Police - O/E Office Supplies					
231586	12/05/23	D & E UNIFORMS	BADGES AND PATCHES	716.95	12/19/23
231510	11/27/23	STAPLES ADVANTAGE	INV# 3548133221, 3549773733,	225.62	12/19/23
Total for		Appropriation Control Police - O/E Office		942.57	
01-2010-25-2402-006 Appropriation Control Police - O/E Uniforms					
231512	11/27/23	D & E UNIFORMS	INV# BPD1070; LS & SS POLO,	124.00	12/19/23
231513	11/27/23	D & E UNIFORMS	INV# BPD1069; LS & SS POLO,	124.00	12/19/23
Total for		Appropriation Control Police - O/E Uniforms		248.00	
01-2010-25-2402-007 Appropriation Control Police - O/E Vehicle Maintenance					
231242	09/28/23	J&L HAND CAR WASH	CAR WASH FOR BORO VECHICLES	550.00	12/19/23
231514	11/27/23	TOM'S SERVICE CENTER	INV# 26798, 26804, 26820	1,011.71	12/19/23
231515	11/27/23	TOM'S SERVICE CENTER	VARIOUS INVOICES FOR POLICE	9,875.32	12/19/23
230684	05/17/23	TRAFFIC LOGIX CORP	QUOTE# 29923-F3G6Z3; RADAR	630.00	12/19/23
Total for		Appropriation Control Police - O/E Vehicle		12,067.03	
01-2010-25-2402-008 Appropriation Control Police - O/E Special Services					
230608	05/04/23	STATE TOXICOLOGY	RANDOM DRUG TESTS 2/20/23	90.00	12/19/23
230746	05/30/23	STATE TOXICOLOGY	RANDOM DRUG TEST 2/20/23	45.00	12/19/23
231509	11/27/23	TUMINO'S TOWING	INV# 581041; BASIC TOW, INC#	134.50	12/19/23
Total for		Appropriation Control Police - O/E Special		269.50	
<u>Department Total:</u>		<u>Appropriation Control Police - O/E</u>		<u>23,442.99</u>	
01-2010-25-2421-000 Appropriation Control Crossing Guards - S&W Salary &					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	4,518.68	12/14/23
Total for		Appropriation Control Crossing Guards - S&W		4,518.68	
<u>Department Total:</u>		<u>Appropriation Control Crossing Guards - S&W</u>		<u>4,518.68</u>	
01-2010-25-2501-000 Appropriation Control Police Dispatching/911 - S&W					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	11,966.97	12/14/23
Total for		Appropriation Control Police Dispatching/911 -		11,966.97	
<u>Department Total:</u>		<u>Appropriation Control Police Dispatching/911 -</u>		<u>11,966.97</u>	

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01-2010-25-2522-000 Appropriation Control OEM - O/E Other Expenses					
231385	11/03/23	VINDAN INC	INV# 34105; VEST	310.00	12/19/23
Total for				310.00	
Department Total:				310.00	
01-2010-25-2602-002 Appropriation Control Rescue Squad - O/E Clothing					
231397	11/06/23	CHRISTINE MITCHELL	CLOTHING ALLOWANCE	140.00	12/19/23
231398	11/06/23	DANIELE FEDE	CLOTHING ALLOWANCE	350.00	12/19/23
231400	11/06/23	ERIC MANZIANO	CLOTHING ALLOWANCE	70.00	12/19/23
231391	11/06/23	FEDERICO PELLOT, JR.	CLOTHING ALLOWANCE	70.00	12/19/23
231389	11/06/23	GUY ARGENZIANO	CLOTHING ALLOWANCE	140.00	12/19/23
231390	11/06/23	JIM FESSEL	CLOTHING ALLOWANCE	350.00	12/19/23
231401	11/06/23	MARCO NAVARRO	CLOTHING ALLOWANCE	70.00	12/19/23
231396	11/06/23	MIKE LEONG	CLOTHING ALLOWANCE	140.00	12/19/23
231402	11/06/23	PATRICIA MORRONE	CLOTHING ALLOWANCE	350.00	12/19/23
231394	11/06/23	RAUL LEBRON	CLOTHING ALLOWANCE	70.00	12/19/23
231399	11/06/23	REBECCA YOULA	CLOTHING ALLOWANCE	350.00	12/19/23
231395	11/06/23	ROB FOSTER	CLOTHING ALLOWANCE	350.00	12/19/23
231393	11/06/23	STEVEN VOGT	CLOTHING ALLOWANCE	70.00	12/19/23
231392	11/06/23	WAYNE SORGE	CLOTHING ALLOWANCE	280.00	12/19/23
Total for				2,800.00	
Department Total:				2,800.00	
01-2010-25-2651-000 Appropriation Control Uniform Fire Safety - S&W Salary &					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	2,473.73	12/14/23
Total for				2,473.73	
Department Total:				2,473.73	
01-2010-26-2901-000 Appropriation Control DPW - S&W Regular					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	28,834.38	12/14/23
Total for				28,834.38	
01-2010-26-2901-002 Appropriation Control DPW - S&W Overtime					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	848.44	12/14/23
Total for				848.44	
Department Total:				29,682.82	
01-2010-26-2902-001 Appropriation Control DPW - O/E Snow Removal					
231628	12/18/23	METROPOLITAN RUBBER	INV# 57616; 3 RBR BLDS FOR	493.20	12/19/23
Total for				493.20	
01-2010-26-2902-003 Appropriation Control DPW - O/E Vehicle Repairs &					
231626	12/18/23	46 TRUCK REPAIR INC.	WO# 000059944; WORK ON B-4	3,914.09	12/19/23
231533	11/28/23	AUTOMOTIVE BRAKE	INV# 2550611; 5 GALLON	139.90	12/19/23
231630	12/18/23	UNITED MOTOR PARTS	INV# 2564258; 2.5 GAL DIESEL	19.95	12/19/23
231567	12/01/23	W.E. TIMMERMAN,	INV# 0230896-IN; CONVEYOR	709.70	12/19/23
Total for				4,783.64	
01-2010-26-2902-007 Appropriation Control DPW - O/E Office Supplies					

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231632	12/18/23	DIAMOND ROCK SPRING	INV# 239210	35.00	12/19/23
Total for		Appropriation Control DPW - O/E Office		35.00	
01-2010-26-2902-008 Appropriation Control DPW - O/E Tools & Equipment					
231627	12/18/23	AGL WELDING SUPPLY CO,	INV# 0010125057; NOV RENTAL	54.60	12/19/23
Total for		Appropriation Control DPW - O/E Tools &		54.60	
Department Total:		Appropriation Control DPW - O/E		5,366.44	
01-2010-26-3001-000 Appropriation Control Shade Tree - S&W Salary & Wages					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	160.98	12/14/23
Total for		Appropriation Control Shade Tree - S&W Salary		160.98	
Department Total:		Appropriation Control Shade Tree - S&W		160.98	
01-2010-26-3002-000 Appropriation Control Shade Tree - O/E Other Expenses					
231596	12/11/23	ELIZABETH F. STEWART	12/6/23 WEST END TREE EVAL	150.00	12/19/23
231525	11/28/23	HARDWOOD TREE SERVICE	INV# 36493; TREE PRUNE 20	950.00	12/19/23
Total for		Appropriation Control Shade Tree - O/E Other		1,100.00	
Department Total:		Appropriation Control Shade Tree - O/E		1,100.00	
01-2010-26-3052-001 Appropriation Control Solid Waste Collection - O/E					
230196	02/07/23	SUBURBAN DISPOSAL INC	NOV 2023 GARBAGE COLLECTION	48,333.33	12/19/23
Total for		Appropriation Control Solid Waste Collection -		48,333.33	
Department Total:		Appropriation Control Solid Waste Collection -		48,333.33	
01-2010-26-3102-003 Appropriation Control Buildings & Grounds - O/E Other					
231539	11/28/23	COOPER ELECTRIC	INV# S036694186.009; SRVC	558.19	12/19/23
231625	12/18/23	JERSEY ELEVATOR CO,	INV# 434408; FULL 8 HR	174.64	12/19/23
231633	12/18/23	MAIN LOCK SHOP	INV# 0190256 & 0190266-IN	220.00	12/19/23
231631	12/18/23	MATERA'S NURSERY	INV# 365047 & 9381287	434.27	12/19/23
Total for		Appropriation Control Buildings & Grounds -		1,387.10	
Department Total:		Appropriation Control Buildings & Grounds -		1,387.10	
01-2010-27-3302-001 Appropriation Control Board of Health - O/E Contract					
231611	12/14/23	HEALTH AWARENESS	PUB. HEALTH NURSING SRVCS	1,443.75	12/19/23
231634	12/18/23	MID-BERGEN REGIONAL	INV# 2023 Q4-31: HEALTH	9,080.00	12/19/23
Total for		Appropriation Control Board of Health - O/E		10,523.75	
Department Total:		Appropriation Control Board of Health - O/E		10,523.75	
01-2010-28-3701-002 Appropriation Control Recreation Services - S&W					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	3,475.00	12/14/23
Total for		Appropriation Control Recreation Services -		3,475.00	
Department Total:		Appropriation Control Recreation Services -		3,475.00	
01-2010-28-3702-001 Appropriation Control Recreation Services - O/E Other					
231608	12/14/23	ANGELO'S PIZZA	PIZZAS FOR MAYOR/HIGH SCHOOL	60.00	12/19/23
231594	12/11/23	COSTCO BUSINESS CENTER	BOROUGH HALL SUPPLIES	189.73	12/19/23
231593	12/11/23	INSERRA SUPERMARKETS	INV# 01340110904 &	140.78	12/19/23
231607	12/14/23	INSERRA SUPERMARKETS	INV# 01340324158; B-HALL	41.70	12/19/23
231592	12/11/23	ULINE	INV# 170499371; HAND SOAP	213.50	12/19/23
Total for		Appropriation Control Recreation Services -		645.71	

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01-2010-28-3702-002			Appropriation Control Recreation Services - O/E Senior		
231600	12/13/23	ANGELO'S PIZZA	ASSORTED HOT SUBS/SALAD FOR	430.00	12/19/23
Total for		Appropriation Control Recreation Services -		430.00	
Department Total:		Appropriation Control Recreation Services -		1,075.71	
01-2010-29-3901-000			Appropriation Control Free Public Library - 1/3 mil S&W		
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	9,766.11	12/14/23
Total for		Appropriation Control Free Public Library -		9,766.11	
Department Total:		Appropriation Control Free Public Library -		9,766.11	
01-2010-31-4402-012			Appropriation Control Telephone CABLEVISION - REC BLDG		
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	172.95	12/14/23
Total for		Appropriation Control Telephone CABLEVISION -		172.95	
01-2010-31-4402-014			Appropriation Control Telephone CABLE TV & ISP - FD CO#1		
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	261.68	12/14/23
Total for		Appropriation Control Telephone CABLE TV & ISP		261.68	
01-2010-31-4402-016			Appropriation Control Telephone 07870-061598-01-0		
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	236.87	12/14/23
Total for		Appropriation Control Telephone		236.87	
01-2010-31-4402-017			Appropriation Control Telephone CABLE TV & ISP - OEM		
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	68.34	12/14/23
Total for		Appropriation Control Telephone CABLE TV & ISP		68.34	
01-2010-31-4402-018			Appropriation Control Telephone CABLE TV & ISP - SQUAD		
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	99.40	12/14/23
Total for		Appropriation Control Telephone CABLE TV & ISP		99.40	
01-2010-31-4402-020			Appropriation Control Telephone CABLE TV & ISP - BORO		
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	222.95	12/14/23
231635	12/18/23	VERIZON	ACCOUNT# 350-668-739-0001-31	39.82	12/19/23
Total for		Appropriation Control Telephone CABLE TV & ISP		262.77	
01-2010-31-4402-021			Appropriation Control Telephone 07870-495094-01-4		
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	274.24	12/14/23
Total for		Appropriation Control Telephone		274.24	
01-2010-31-4402-022			Appropriation Control Telephone VERIZON - ELEVATOR LINE		
231595	12/11/23	VERIZON	DECEMBER 2023 ELEVATOR LINE	45.20	12/19/23
Total for		Appropriation Control Telephone VERIZON -		45.20	
01-2010-31-4402-028			Appropriation Control Telephone OPTIMUM - 31 FAIRVIEW		
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	0.00	12/14/23
231615	12/14/23	OPTIMUM	DECEMBER 2023 CABLE/ISP	685.88	12/14/23
Total for		Appropriation Control Telephone OPTIMUM - 31		685.88	
Department Total:		Appropriation Control Telephone		2,107.33	
01-2010-32-4652-001			Appropriation Control Solid Waste Disposal BCUA Type 10		
231622	12/15/23	BCUA [SEWER CHARGES]	INV# 2530; OCT '23 SOLID	28,316.93	12/19/23
231637	12/19/23	BCUA [SEWER CHARGES]	INV# 2559; NOV '23 SOLID	24,233.77	12/19/23
Total for		Appropriation Control Solid Waste Disposal		52,550.70	
01-2010-32-4652-002			Appropriation Control Solid Waste Disposal Miscellaneous		

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231629	12/18/23	ATLANTIC COAST	INV# 124535; NOV MX CMD INBD	4,342.59	12/19/23
231623	12/18/23	ENVIRONMENTAL RENEWAL	INV# 327693, 327743, 327813,	1,392.30	12/19/23
231624	12/18/23	ENVIRONMENTAL RENEWAL	INV# 327883, 327975, 328022,	1,665.30	12/19/23
Total for		Appropriation Control Solid Waste Disposal		7,400.19	
Department Total:		Appropriation Control Solid Waste Disposal		59,950.89	
01-2010-36-4722-000 Appropriation Control Social Security System					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	0.00	12/14/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	9,532.41	12/14/23
Total for		Appropriation Control Social Security System		9,532.41	
Department Total:		Appropriation Control Social Security System		9,532.41	
01-2010-37-4802-001 Appropriation Control Judments Tasca					
231591	12/07/23	MUNICIPAL EXCESS	PAYMENT 8; TASCA V BOROUGH	93,381.05	12/19/23
Total for		Appropriation Control Judments Tasca		93,381.05	
Department Total:		Appropriation Control Judments		93,381.05	
01-2010-42-1190-001 Appropriation Control Bogota BOE - SLEO S&W					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	14,595.00	12/14/23
Total for		Appropriation Control Bogota BOE - SLEO S&W		14,595.00	
Department Total:		Appropriation Control Bogota BOE - SLEO S&W		14,595.00	
01-2010-42-4901-000 Appropriation Control Municipal Court - S&W					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	1,378.72	12/14/23
Total for		Appropriation Control Municipal Court - S&W		1,378.72	
Department Total:		Appropriation Control Municipal Court - S&W		1,378.72	
01-2030-25-2402-003 APPROPRIATION RESERVES Police - O/E Office Supplies					
231586	12/05/23	D & E UNIFORMS	BADGES AND PATCHES	310.00	12/19/23
Total for		APPROPRIATION RESERVES Police - O/E Office		310.00	
Department Total:		APPROPRIATION RESERVES Police - O/E		310.00	
01-2800- - - RESERVE FOR CREDIT CARD FEES RESERVE FOR CREDIT CARD					
231589	12/05/23	AMERICAN EXPRESS	DEMAND DEBIT - 12/05/2023	78.56	12/05/23
Total for		RESERVE FOR CREDIT CARD FEES RESERVE FOR		78.56	
Department Total:		RESERVE FOR CREDIT CARD FEES RESERVE FOR		78.56	
01-G300-14-1000-023 APPROPRIATED GRANTS NJUCF STEWARDSHIP GRANT 2023					
231519	11/27/23	ELIZABETH F. STEWART	'23 BOGOTA TREE PLANTING	2,925.00	12/19/23
Total for		APPROPRIATED GRANTS NJUCF STEWARDSHIP GRANT		2,925.00	
Department Total:		APPROPRIATED GRANTS NJUCF STEWARDSHIP GRANT		2,925.00	
04-2150-55-1528-001 Improvment Authorizations 1528 - Olsen Park Rehabilitati					
231619	12/14/23	COSTA ENGINEERING	22086 & 22178; BASKETBALL &	9,300.00	12/19/23
Total for		Improvment Authorizations 1528 - Olsen Park		9,300.00	
Department Total:		Improvment Authorizations 1528 - Olsen Park		9,300.00	
04-2150-55-1579-002 Improvment Authorizations 1579 - Palisade Ave Reconstruc					
231618	12/14/23	KEY TECH LABORATORIES	57385; CORE SAMPLING &	2,410.00	12/19/23
Total for		Improvment Authorizations 1579 - Palisade Ave		2,410.00	
Department Total:		Improvment Authorizations 1579 - Palisade Ave		2,410.00	

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04-2150-55-1598-002 Improvment Authorizations 1598 - Var. Cap. Impvts Police					
231121	08/23/23	LEXIPOL, LLC	CUSTOMIZED POLICY MANUAL FOR	29,900.00	12/19/23
Total for Improvment Authorizations 1598 - Var. Cap.				29,900.00	
04-2150-55-1598-008 Improvment Authorizations 1598 - Var. Cap. Impvts					
230961	07/18/23	FOVEONICS DOCUMENT	DIGITALIZATION OF BOROUGH	32,434.60	12/19/23
Total for Improvment Authorizations 1598 - Var. Cap.				32,434.60	
04-2150-55-1598-011 Improvment Authorizations 1598 - Var. Cap. Impvts Road					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	0.00	12/14/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	8,465.09	12/14/23
Total for Improvment Authorizations 1598 - Var. Cap.				8,465.09	
Department Total: Improvment Authorizations 1598 - Var. Cap.				70,799.69	
13-2860-00-0000-000 Basketball					
231599	12/12/23	ANTHONY IACOVINO	REF 2 B-BALL GAMES ON	100.00	12/19/23
231606	12/14/23	ANTONIO CARELA	INV# 308; BASKETBALL	3,180.00	12/19/23
231598	12/12/23	RUSS CHRISTIANA	REF 2 B-BALL GAMES ON	100.00	12/19/23
231601	12/13/23	S&S WORLDWIDE	INV# 101308179, 101311011,	769.49	12/19/23
Total for Basketball				4,149.49	
Department Total: Basketball				4,149.49	
14-0005-00-0005-062 Outside Police Employment Fees					
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	0.00	12/14/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	0.00	12/14/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	21,420.00	12/14/23
Total for Outside Police Employment Fees				21,420.00	
Department Total: Outside Police Employment Fees				21,420.00	
14-2860- - - POAA					
231587	12/05/23	AMY WAY	SPECIAL SESSION 11/21 &	400.00	12/19/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	0.00	12/14/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	0.00	12/14/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	0.00	12/14/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	0.00	12/14/23
231605	12/14/23	BOROUGH OF BOGOTA	2023-12-15 PR	700.00	12/14/23
231588	12/05/23	DEBBIE BROTHERS	SPECIAL SESSION 11/21 &	400.00	12/19/23
Total for POAA				1,500.00	
Department Total: POAA				1,500.00	
14-2877- - - RESERVE FOR UNEMPLOYEMENT TRUS					
231612	12/14/23	STATE OF NEW JERSEY	UI FUND QTR ENDING 09/30/21	109.86	12/14/23
231613	12/14/23	STATE OF NEW JERSEY	UI FUND QTR ENDING 12/31/21	0.00	12/14/23
231613	12/14/23	STATE OF NEW JERSEY	UI FUND QTR ENDING 12/31/21	120.57	12/14/23
231614	12/14/23	STATE OF NEW JERSEY	UI FUND QTR ENDING	7,372.43	12/14/23
Total for RESERVE FOR UNEMPLOYEMENT TRUS				7,602.86	
Department Total: RESERVE FOR UNEMPLOYEMENT TRUS				7,602.86	
16-2000-22-0015- ACCUTRACK ACCOUNT HAMPSHIRE COMPANIES (REDEVELOP					

Bills List**BOROUGH OF BOGOTA**

12/20/23 10:43:13 AM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
231585	12/05/23	COSTA ENGINEERING	22408,22490,22536; 30 CROSS	4,902.50	12/19/23
231620	12/14/23	COSTA ENGINEERING	22545; 30 CROSS ST	75.00	12/19/23
Total for		ACCUTRACK ACCOUNT	HAMPSHIRE COMPANIES	4,977.50	
Department Total:		ACCUTRACK ACCOUNT		4,977.50	
16-2000-23-0021-		ACCUTRACK ACCOUNT	151 ELM AVE AVE		
231560	11/30/23	COSTA ENGINEERING	22501; 151 ELM AVE	825.00	12/19/23
231559	11/30/23	PHILLIPS PREISS	38404; 151 ELM AVE	520.00	12/19/23
Total for		ACCUTRACK ACCOUNT	151 ELM AVE AVE	1,345.00	
Department Total:		ACCUTRACK ACCOUNT		1,345.00	
19-2000-	-	-	RESERVE FOR EXPENDITURES INTEREST ON INVESTMENTS		
230010	01/17/23	PIAZZA & ASSOCIATES,	2023 MONTHLY COMPLIANCE FEE	200.00	12/19/23
Total for		RESERVE FOR EXPENDITURES INTEREST ON		200.00	
Department Total:		RESERVE FOR EXPENDITURES INTEREST ON		200.00	