



Minutes
March 20, 2025
Open Session
7:30pm

BOROUGH OF BOGOTA
Mayor and Council Regular Meeting

Meeting of the Borough of Bogota Mayor and Council meeting held on this date March 20, 2025 in Borough Hall, 375 Larch Ave, Bogota, New Jersey at 7:30 P.M

PLEDGE OF ALLEGIANCE

Councilwoman Carpenter led the Pledge of Allegiance.

MAYOR'S ANNOUNCEMENT

In accordance with the Open Meeting Act, N.J.S.A. 10:4-1, et. seq. the notice for this meeting's time, date, location, and agenda fulfilled the requirements by a copy of the Annual Notice of Meetings being sent to the newspapers officially designated for 2025, filing a copy in the Borough Clerk's Office, and posting it on the Borough bulletin board.

ROLL CALL

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

Also attending were Borough Administrator O'Malley, Borough Attorney Betesh, and Borough Clerk Flores-Bolivard.

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

Motion: Councilman Mitchell made a motion to open Citizen Remarks. Seconded by Councilwoman Vergara. The motion passed with a voice vote.

No one from the public wished to speak.

Motion: Councilwoman Carpenter made a motion to close Citizen Remarks. Seconded by Councilwoman Vergara. The motion passed with a voice vote.

CONSENT AGENDA

Resolutions

2025-88 Support Assembly Bill A4649 to Extend Periodic Cancer Screening to Volunteer Firefighters through the State Health Benefits Plan

2025-89 Award Bid to B. PUNTASECCA CONTRACTING for the bid amount of \$85,467.50 for the Veteran's Memorial Park Improvements

2025-90 Resolution to Transfer Appropriation Reserves

2025-91 Approve Professional Service Proposal – Neglia Engineering – NJDOT – Hill Street Improvements

2025-92 Approve Professional Service Proposal – Neglia Engineering – NJDOT – Larch Avenue Improvements

2025-93 Resolution Adopting the Revised Statutory Budget Deadline Dates as Approved by The Local Finance Board.

2025-94 Resolution Approving a Person-To-Person Transfer of a Liquor License LUSHKA GROUP LLC for premises located at 358 Palisades Ave

Motion: Councilman Mitchell made a motion to approve the consent agenda. Seconded by Councilwoman Vergara. All Councilmembers present voted yes except for Councilman Hordern who abstained from Resolution 2025-88 and voted yes on the remainder.

Resolutions to be Voted on Separately

2025-95 Resolution Authorizing Emergency Contract to Repair Emergency Sanitary Sewer Backup at The Intersection of River Road and West Fort Lee Road

Motion: Councilman Mitchell made a motion to approve 2025-95. Seconded by Councilwoman Vergara. All Councilmembers present voted yes.

PC25-04 Payment of Claims

Motion: Councilman McHale made a motion to approve PC25-19. Seconded by Councilwoman Carpenter. Council President Kohles recused herself on any items related to the DPW or Superintendent Kohles, voted no Purchase Order 2402-007-Enterprise, and voted yes on the remainder of items. Councilwoman Carpenter voted no on Purchase Order 250385-Enterprise and yes on the remainder of items. Councilman Hordern recused himself from any items related to the Bogota Fire Department and voted yes on the remainder. Councilmembers McHale, Mitchell, and Vergara voted yes. They did reference two different POs.

APPROVALS

Meeting Minutes – 03-06-2025

Motion: Councilwoman Carpenter made a motion to approve the Meeting Minutes – 03-06-2025. Seconded by Councilman Hordern. All Councilmembers present voted yes.

TABLED FROM PRIOR MEETING

2025-73 Part-Time Employee - Borough Clerk's Office - Laura Castellano

Motion: Councilwoman Vergara made a motion to postpone Resolution 2025-73 indefinitely. Seconded by Councilmember Carpenter. All Councilmembers present voted yes.

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

Motion: Councilman Mitchell made a motion to open 2nd Citizen Remarks. Seconded by Councilwoman Vergara. The motion passed with a voice vote

No one from the public wished to speak.

Motion: Councilman Hordern made a motion to close citizen remarks. Seconded by Councilwoman Carpenter. The motion passed with a voice vote.

REPORTS

Mayor Fede- congratulated Lou Kerns on his retirement. She participated in Read Across Americas and attended the high school play, which was stunning. She enjoyed the St. Patrick's Day Parade with Councilman Mitchell. Tomorrow is an affordable housing hearing; the NJ Builders Association sued every town that put in a request to lower their affordable housing obligation. The American Legion, which used to organize the Memorial Day Parade, no longer exists, so the Borough is going to handle it.

Council President Kohles- spoke with the Fire Chiefs and advised them to start preparing their capital budgeting requests.

Councilmember Carpenter- attended a BACSA Municipal Alliance meeting and suggested the Mayor call a meeting to have the two groups merge working together. There were zero airplane complaints in February and one in March. She requested an update on the swim club lot from Borough Administrator on where the DPW should put their equipment and the status of DPW staffing. She previously asked for an update on how much the Borough spent on Enterprise, which turned out to be \$125,647 over a little more than a year.

Borough Administrator O'Malley- he and Superintendent Kohles have an upcoming meeting with a private property owner and they should be able to move most of the smaller DPW equipment to a different location. The bigger problem is finding a location to store the Conex box and larger equipment like garbage trucker. The Council approved 2 part-time DPW employees at the last meeting, with an eye toward making one full-time, which should bring the DPW to full staffing.

Councilmember Hordern- attended a Library Committee meeting at which they voted to paint the Library. The Friends of the Library is hosting a book donation on April 5th and a book sale May 1st through May 3rd. The Recreation Committee cancelled their meeting this week. They sent out a notice in the schools for a Taekwondo program aimed at children with learning disabilities.

Councilmember McHale- Property Maintenance Inspector Nick Barese is getting complaints about residents putting garbage bags out at the curb. All garbage should be put out in garbage cans, otherwise animals can get into it and garbage gets all over the street.

He met with Neglia Engineering, the Borough Administrator, Recreation Director and Councilwoman Vergara to discuss the 2025 Open Space grant. It was decided that it would take \$300,000 to update Petrik Park. He held a Finance Committee meeting with the Mayor, Borough Administrator, Greg Bock and Councilwoman Vergara to discuss the budget, which will be presented at the next meeting. He will have more information after meeting with the Auditor tomorrow.

The Police Chief's February report was 615 moving/equipment violations, 8 radar violations, 82 parking violations, 396 ordinance violations, 1 warning, and a total of 1,577 calls for service. In 2023 the Police Department gave out 5,413 tickets which resulted in \$143,111 in revenue from fines. In 2024 there were 5,975 tickets for a total of \$169,377 in revenue. The total overtime cost for officers covering crossing guard posts was \$46,380.

On February 16th the police responded to 15 Palisade Ave for suspicious person entering the structure. Upon arrival it was determined that 4 individuals had stolen multiple items from the victims of the recent fire. The Detective Bureau was called in and criminally charged all four individuals. On 3/5/25 the police conducted a motor vehicle stop on construction workers exiting 15 Palisade Ave. Through a roadside investigation it was determined a passenger stole two pairs of sneakers from a resident of the apartment building and he was charged with theft. The Police Academy has already started their meetings and they are looking to hold it from July 18-30. He suggested raising ticket fees, as they have not been raised in about 20 years.

Mayor Fede- noted that it cost about \$90,000 to operate the Court.

Councilmember Mitchell- recommended researching the use of eminent domain for the property across from the Atwater, as it looks terrible from across the river when compared to Hackensack.

Councilman Hordern- suggested the Borough Attorney to investigate if eminent domain is in the redevelopment ordinance and the Council agreed.

Borough Attorney Betesh- suggested including eminent domain power in a redevelopment plan to entice developers and assure them that the Borough will cooperate with them. This would avoid losing the tax revenue and get the point across.

Councilmember Vergara- is working with the Police Department on the budget for next year. She is also working with the Borough Administrator on some administrative and personnel items.

Borough Administrator O'Malley- starting April 3rd the Council meetings will be live streamed moving forward. On March 31st the cupola rebuilding will begin. The firehouse is going first for the new telephone system provers. In response to questioning from Council President Kohles, he said the Borough will put in for a grant with Congressman Gottheimer for the firehouse. He is working with the Fire Department on price quotes for new radios which could also be submitted as a grant. The deadline for all departments for capital requests is tomorrow and a presentation could be held during the second meeting of April.

Borough Attorney Betesh- since the Council meetings will be livestreamed a new resolution will have to be passed to bring authorize the digital component of the meetings. He offered to review the garbage can ordinance, but it was decided that Conall would look into it and report back.

Motion: Councilman Hordern made a motion to introduce Resolution 2025-96 for virtual meetings beginning on April 3rd and continuing to the end of the year. Seconded by Councilwoman Carpenter. All Councilmembers present voted yes.

Borough Clerk Flores-Bolivard-met with the Superintendent of School about polling places for the upcoming primary election to relocate the rec center location. There is a lack of parking at Steen School and voting may have to be switched to the Fire House or High School.

CLOSED SESSION

Motion: Council President Kohles made a motion enter closed session pursuant to NJSA 10:4-12 **Resolution 2025-98** to discuss litigation and contracts. Seconded by Councilman Mitchell. The motion passed on a voice vote.

Motion: Council President Kohles made a motion to reenter open session. Seconded by Councilwoman Vergara. The motion passed on a voice vote.

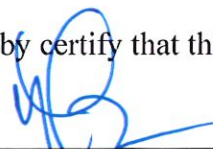
OPEN SESSION

Motion: Councilwoman Carpenter made a motion to adopt Resolution 2025-97 to approve the agreement with Hackensack Medical Center effective April 19, 2025 and notify Holy Name Hospital of the termination of the existing agreement. Seconded by Councilman Hordern. All Councilmembers present voted yes except for Council President Kohles who recused herself.

ADJOURMENT

Being no further business before the governing body, **Councilwoman Carpenter** made a motion to adjourn the meeting, which was seconded by **Councilman McHale**. 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-Bolivard, Clerk

**RESOLUTION # 2025-88****DATE: 03-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern						✓	
L. Kohles			✓				
P. McHale			✓				
J. Mitchell	✓		✓				
D. Vergara		✓	✓				
Mayor D. Fede (Tie Vote Only)							

**SUPPORT ASSEMBLY BILL A4649 TO EXTEND PERIODIC CANCER
SCREENING TO VOLUNTEER FIREFIGHTERS THROUGH THE STATE
HEALTH BENEFITS PLAN**

WHEREAS, current law entitles paid firefighters enrolled in the State Health Benefits Program and paid firefighters eligible for enrollment in the State Health Benefits Program (SHBP) to periodic cancer screening examinations every three years without cost-sharing; and

WHEREAS, by law, the State will reimburse public employers in an amount not to exceed \$1,250 per three-year period for each firefighter; and

WHEREAS, the existing law does not extend to volunteer firefighters and Assembly Bill A-4649 extends the reimbursement provision available to paid firefighters under current law to unpaid firefighters serving in any fire district with a volunteer fire department or wherein there exists one or more incorporated volunteer fire companies affording fire protection to the fire district, or any fire department, unit or company of or in the State or political subdivision of this State; and

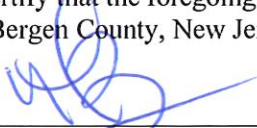
WHEREAS, the Mayor and Council of the Borough of Bogota is desirous of supporting such legislation for protection of volunteer firefighters throughout not just the Borough of Bogota, but the entire State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota that it hereby expresses its support for Assembly Bill A4649 to extend periodic cancer screening under SHBP to volunteer firefighters within the State of New Jersey; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Senator Joseph Lagana, Assemblywoman Lisa Swain and Assemblyman Christopher Tully as well as all Bergen County municipalities seeking their support and corresponding resolutions.

CERTIFICATION

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 03-20-2025.


Yenlys Flores-Bolivar, Municipal Clerk

**RESOLUTION # 2025-89****DATE: 03-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern			✓				
L. Kohles			✓				
P. McHale			✓				
J. Mitchell	✓		✓				
D. Vergara		✓	✓				
Mayor D. Fede (Tie Vote Only)							

**AWARD BID TO PUNTASECCA CONTRACTORS
NEGLIA – LRIG VETERAN’S MEMORIAL PARK IMPROVEMENTS – PHASE II**

WHEREAS, the Borough of Bogota previously authorized the Neglia Group go out to bid for the 2025 LRIG Veteran’s Memorial Park Improvements Project Phase II; and

WHEREAS, Neglia received five bids, the two lowest as follows: (a) B. Puntasecca Contractors Bid in the amount of (Base Bid) \$80,803 (Alternate) \$4,750 and (b) Bill’s Landscaping & Design in the amount of (Base Bid) \$82,728 (Alternate) \$7,460; and

WHEREAS, after a review of the bids submitted, Neglia has determined that B. Puntasecca Contractors Bid in the amount of \$85,553 is the lowest responsible bid; and

WHEREAS, the Chief Financial Officer of the Borough has certified that the funds are available for this matter, said certificate of availability of funds being attached hereto and incorporated herein by reference; and

WHEREAS, the Borough Administrator and Borough Engineer have reviewed this matter and recommend the approval of B. Puntasecca Contractors for the 2025 LRIG Veteran’s Memorial Park Improvements Project Phase II.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey, that B. Puntasecca Contractors Bid in the amount of \$85,553 for the 2025 LRIG Veteran’s Memorial Park Improvement Project Phase II be and is hereby approved; and

BE IT FURTHER RESOLVED that the Borough Clerk be and she is hereby authorized and directed to forward a copy of this resolution to B. Puntasecca Contractors upon its passage.

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.



RESOLUTION # 2025-89

DATE: 03-20-2025

04-2150-55-1029-001 *inputs to Veterans Park* NTE \$ 85,553.00

Line Item	Description	Amount
<i>gh</i>		<i>3/20/25</i>
Gregory Bock, CFO		Date

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 03-20-2025.

YFB
Yenlys Flores-Bolivard, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

March 13, 2025

Via E-mail

Ms. Yenlys Flores-Bolevard
Borough Clerk
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

**Re: Recommendation Letter
Veteran's Memorial Park and Community Garden Improvements (LRIG Funded)
Borough of Bogota, Bergen County, New Jersey
Neglia Project #: BOGOMUN24.015**

Dear Ms. Flores-Bolivard:

Please be advised that on March 11, 2025, the Borough of Bogota accepted bids for the above referenced project. The lowest of the five (5) bids received was from B. Puntasecca Contractors, 210 Willow Avenue, Hackensack NJ. Our office has performed an engineering review of the bid packages, but a legal review of the packages is required.

We recommend that the Base Bid and Alternate Bid 1 (**Total Project Amount = \$85,467.50**) be awarded pending available funds and attorney review to B. Puntasecca Contractors.

Enclosed you will find a copy of the draft Award of Contract Resolution, Executive Summary, and the Bid Tabulation Sheets. We have emailed an electronic copy of the bid packages and the originals are on file at Borough Hall for review by the Borough Attorney.

We trust you will find the above in order. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,
Neglia Engineering Associates

Anthony Kurus, P.E. P.P., C.M.E., C.P.W.M.
For the Borough Engineer
Borough of Bogota

cc: Conall O'Mally, Borough Administrator (via E-mail)
Greg Bock, Chief Financial Officer (via E-mail)
William Betesh, Borough Attorney (via E-mail & Original Bid Packages in Borough Hall)

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

EXECUTIVE SUMMARY**VETERAN'S MEMORIAL PARK AND COMMUNITY GARDEN IMPROVEMENTS****BOROUGH OF BOGOTA****TUESDAY, MARCH 11, 2025 @ 11:00 AM****BOGOMUN24.015**

<i>Contractor</i>	<i>BASE BID</i>	<i>BASE BID</i>	<i>BASE BID</i>
B Puntasecca Contractors 210 Willow Avenue Phone: 201-489-5433 Fax: 201-489-3705	\$80,717.50 \$80,803.00-	\$4,750.00	\$85,467.50 \$85,553.00-
Bills Landscaping & Design 654 Maple Avenue, Ridgefield, NJ 07072 Phone: 201-390-8823	\$82,728.00	\$7,460.00	\$90,188.00
AA Berms, LLC. P.O. Box 180, Belleville, NJ 07109 Phone: 862-201-7777	\$87,470.00	\$8,950.00	\$96,420.00
Green Valley 180 Convent Road, Nanuet, NY 10954 Phone: 201-594-9855	\$90,885.00	\$5,900.00	\$96,785.00
Balitano Contracting Company 298 Forest Road, Fort Lee, NJ 07024 Phone: 201-944-5428 Fax: 201-840-1055	\$94,000.00	\$3,000.00	\$97,000.00

NEGLIA GROUP - BID TABULATION

Resolution 2025-98

VETERAN'S MEMORIAL PARK AND COMMUNITY GARDEN IMPROVEMENTS (LRIG FUNDED)

BOROUGH OF BOGOTA

TUESDAY, MARCH 11, 2025

BOGOMUN24-015



		BASE BID		B. Puntasecca Contracting 210 Willow Avenue Hackensack, NJ 07601		Bill's Landscaping & Design, Inc. 654 Maple Avenue Ridgefield, NJ 07657-1215		AA Berms P.O. Box 180 Belleville, NJ 07109		Green Valley 180 Convent Road Nanuet, NY 10954		Balliamo Contracting Co. 298 Forest Road Fort Lee, NJ 07024	
Item #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00	\$ 7,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
2	Site Clearing	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 18,500.00	\$ 18,500.00	\$ 10,000.00	\$ 10,000.00
3	Belgian Block Curb	LF	30	\$ 50.00	\$ 1,500.00	\$ 200.00	\$ 6,000.00	\$ 70.00	\$ 2,100.00	\$ 150.00	\$ 4,500.00	\$ 50.00	\$ 1,500.00
4	Brick Pavers	SY	36	\$ 135.00	\$ 4,860.00	\$ 242.00	\$ 8,712.00	\$ 250.00	\$ 9,000.00	\$ 100.00	\$ 3,600.00	\$ 350.00	\$ 12,600.00
5	Segmented Landscape Seat Wall (Max. 2.5' High)	SFF	100	\$ 50.00	\$ 5,000.00	\$ 100.00	\$ 10,000.00	\$ 132.00	\$ 13,200.00	\$ 20.00	\$ 2,000.00	\$ 120.00	\$ 12,000.00
6	Concrete Pad, Reinforced, 6" Thick (If & Where Directed)	SY	10	\$ 140.00	\$ 1,400.00	\$ 400.00	\$ 4,000.00	\$ 170.00	\$ 1,700.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
7	Dense Graded Aggregate Pavement, 6" Thick	SY	75	\$ 90.00	\$ 6,750.00	\$ 125.00	\$ 9,375.00	\$ 40.00	\$ 3,000.00	\$ 25.00	\$ 1,875.00	\$ 40.00	\$ 3,000.00
8	New 1" Water Service, Complete with Seasonal Irrigation Meter Enclosure, Backflow Preventer, & Hosebib Spigot for Community Garden	LS	1	\$ 10,900.00	\$ 10,900.00	\$ 9,600.00	\$ 9,600.00	\$ 17,000.00	\$ 17,000.00	\$ 30,000.00	\$ 30,000.00	\$ 19,750.00	\$ 19,750.00
9	Winter Green Boxwood	UNIT	2	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
10	Blue Jangles Hydrangea	UNIT	12	\$ 150.00	\$ 1,800.00	\$ 50.00	\$ 600.00	\$ 75.00	\$ 900.00	\$ 150.00	\$ 1,800.00	\$ 100.00	\$ 1,200.00
11	Candy Tuft	UNIT	40	\$ 60.00	\$ 2,400.00	\$ 22.00	\$ 880.00	\$ 35.00	\$ 1,400.00	\$ 60.00	\$ 2,400.00	\$ 30.00	\$ 1,200.00
12	Blue Star Juniper	UNIT	7	\$ 130.00	\$ 910.00	\$ 55.00	\$ 385.00	\$ 50.00	\$ 350.00	\$ 120.00	\$ 840.00	\$ 40.00	\$ 280.00
13	Big Blue Lily Turf	UNIT	82	\$ 55.00	\$ 4,510.00	\$ 23.00	\$ 1,886.00	\$ 25.00	\$ 2,050.00	\$ 20.00	\$ 1,640.00	\$ 10.00	\$ 820.00
14	Otto Luyken Cherry Laurel	UNIT	4	\$ 600.00	\$ 2,400.00	\$ 300.00	\$ 1,200.00	\$ 180.00	\$ 720.00	\$ 200.00	\$ 800.00	\$ 75.00	\$ 300.00
15	Topsoil Spreading, 4" Thick	SY	150	\$ 15.00	\$ 2,250.00	\$ 34.00	\$ 5,100.00	\$ 5.00	\$ 750.00	\$ 6.00	\$ 900.00	\$ 5.00	\$ 750.00
16	Fertilizing, Hydro Seeding, Type A-3, and Mulch	SY	150	\$ 5.00	\$ 750.00	\$ 24.00	\$ 3,600.00	\$ 10.00	\$ 1,500.00	\$ 3.00	\$ 450.00	\$ 4.00	\$ 600.00
17	Furnish and Install Combination Trash & Recycling Receptacles	UNIT	2	\$ 5,793.75	\$ 11,587.50	\$ 3,375.00	\$ 6,750.00	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00
18	Clean, Power Wash, and Re-Seal Existing Pavers	SY	180	\$ 15.00	\$ 2,700.00	\$ 28.00	\$ 5,040.00	\$ 65.00	\$ 11,700.00	\$ 1.00	\$ 180.00	\$ 20.00	\$ 3,600.00
19	Final Cleanup	LS	1	\$ 7,200.00	\$ 7,200.00	\$ 2,400.00	\$ 2,400.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
20	Contract Allowance for Veolia Water Service Connection	ALL	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
		BASE BID		\$ 80,717.50		\$ 82,728.00		\$ 87,470.00		\$ 90,885.00		\$ 94,000.00	

RED STRIKETHROUGH REPRESENTS BIDDERS' ERROR

\$80,803.00

NEGLIA GROUP - BID TABULATION

Resolution 2025-89

PROJECT: VETERAN'S MEMORIAL PARK AND COMMUNITY GARDEN IMPROVEMENTS (LRIG FUNDED)																							
FOR: BOROUGH OF BOGOTA																							
BIDS RECEIVED: TUESDAY, MARCH 11, 2025																							
PROJECT NUMBER: BOGOMUN24-015																							
ALTERNATE BID 1																							
				B. Puntasecca Contracting 210 Willow Avenue Hackensack, NJ 07601				Bill's Landscaping & Design, Inc. 654 Maple Avenue Ridgefield, NJ 07657-1215				AA Berms P.O. Box 180 Belleville, NJ 07109				Green Valley 180 Convent Road Nanuet, NY 10954				Baltiano Contracting Co. 298 Forest Road Fort Lee, NJ 07024			
Item #		DESCRIPTION		UNIT	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST						
1	PVC Schedule 40 Electrical Conduit & Wiring, 2" Thick		LF	85	\$ 50.00	\$ 4,250.00	\$ 76.00	\$ 6,460.00	\$ 70.00	\$ 5,950.00	\$ 20.00	\$ 1,700.00	\$ 10.00	\$ 850.00									
2	Furnish and Install New GFI Outlet with Secure Locking Outdoor GFI Outlet Cover, Complete		LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 4,200.00	\$ 4,200.00	\$ 2,150.00	\$ 2,150.00										
		BASE BID				\$ 4,750.00	\$ 7,460.00	\$ 8,950.00	\$ 5,900.00	\$ 3,000.00													





RESOLUTION # 2025-90

DATE:03-20-2025

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern			✓				
L. Kohles			✓				
P. McHale			✓				
J. Mitchell	✓		✓				
D. Vergara		✓	✓				
Mayor D. Fede (Tie Vote Only)							

RESOLUTION TO TRANSFER APPROPRIATION RESERVES

WHEREAS, various 2024 bills have been presented for payment this year, which bills represent obligations of the prior fiscal year and were not covered by order number and/or recorded at the time of transfers between the 2024 Budget in the last two months of 2024; and

WHEREAS, N.J.S. 40A:4-59 provides that all unexpended balances carried forward after the close of the fiscal year are available, until lapsed at the closed of the succeeding year, to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allow transfers to be made from unexpended balances to those which are expected to be insufficient during the first three months of the succeeding year;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, in the County of Bergen, State of New Jersey, (2/3 of the majority of the full membership concurring herein) that the transfers in the amount below be made between the Budget Appropriation Reserves as attached:



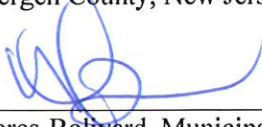
RESOLUTION # 2025-90

DATE:03-20-2025

ACCOUNT	FROM	TO
01-2030 APPROPRIATION RESERVES		
20-1402 Data Processing - O/E:	0.00	8,000.00
20-1502 Tax Assessment - O/E:	4,500.00	0.00
20-1652 Engineering Services - O/E:	5,000.00	0.00
23-2202 Group Insurance - O/E:	15,000.00	0.00
25-2402 Police - O/E:	0.00	6,000.00
25-2552 Fire - O/E:	0.00	7,500.00
25-2632 First Aid - O/E:	2,500.00	0.00
26-2902 DPW - O/E:	5,000.00	0.00
26-3102 Buildings & Grounds - O/E:	0.00	4,500.00
27-3302 Board of Health - O/E:	0.00	7,500.00
28-3702 Recreation Services - O/E:	2,500.00	0.00
31-4452 Water:	5,000.00	0.00
32-4652 Solid Waste Disposal:	0.00	6,000.00
01-2030 APPROPRIATION RESERVES:	39,500.00	39,500.00

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 03-20-2025.


Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-91****DATE: 03-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern			✓				
L. Kohles			✓				
P. McHale			✓				
J. Mitchell	✓		✓				
D. Vergara		✓	✓				
Mayor D. Fede (Tie Vote Only)							

APPROVE PROFESSIONAL SERVICE PROPOSAL – NEGLIA ENGINEERING – NJDOT – HILL STREET IMPROVEMENTS

WHEREAS, Neglia Group has submitted an engineering services proposal for Scope, Fees, and Concept Plan Development dated September 16, 2024 to the Borough of Bogota for the NJDOT Hill Street Improvements Project; and

WHEREAS, the costs associated with Neglia's proposal, a copy of which is attached hereto and incorporated herein by reference, reflects a time and material basis with a maximum cost not to exceed \$55,300 and

WHEREAS, the Borough Administrator and CFO have reviewed the engineering services proposal submitted by Neglia, a copy of which is attached hereto and incorporated herein by reference, for a time and material basis with a maximum cost not to exceed \$55,300 and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that the engineering services proposal for Scope, Fees, and Concept Plan Development dated September 16, 2024 for the NJDOT Hill Street Improvement Project with a maximum cost not to exceed \$55,300 be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to forward a copy of this resolution to the Neglia Group upon its passage.

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.

04-2150-55-1598-001 Streets ; Roads NTE \$ 55,300.00

Line Item	Description	Amount
		3/20/25

Gregory Bock, CFO Date

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 03-20-2025.

Yenlys Flores-Bolivard, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

Resolution no. 2025-91

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: September 16, 2024

TO: Mayor and Council
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603
Attn: Conall O'Malley, 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
Hill Street (NJDOT Local Transportation Projects Fund Funded)
Borough of Bogota, Bergen County, New Jersey

Neglia understands that the Borough of Bogota anticipates receiving an NJDOT Local Transportation Project Fund grant in the amount of \$250,000.00 for Hill Street. The project will include but not be limited to roadway reconstruction, milling, paving, spot concrete sidewalk, spot concrete curbing, and spot concrete apron replacement. It is anticipated that the total project budget with contingencies is to be approximate \$312,175. 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: September 2024

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

1. On a lump sum basis for a cost of **Twenty-Seven Thousand Three Hundred Dollars (\$27,300.00)** 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-Six Thousand Five Hundred Dollars (\$26,500.00)** 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 Local Transportation Project Fund grant in the amount of \$250,000.00 for Hill Street. The project will include but not be limited to roadway reconstruction, milling, paving, spot concrete sidewalk, spot concrete curbing, and spot concrete apron replacement. It is anticipated that the total project budget with contingencies is to be approximate \$312,175. 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 Hill Street Roadway Improvements project 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 from the existing sidewalk to the existing sidewalk on the opposite side 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 Hill Street Roadway Improvements within the Borough of Bogota. 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 the 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.

Please be advised that site safety is the sole responsibility of the Contractor. However, should Neglia 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 regarding current wages. This proposal does not include any environmental services regarding soil testing and disposal and will solely rely on the Borough's Licensed Site Remediation Professional (LSRP) for such.

As is required by Local Public Contracts Law, the lowest responsible bidder will be required to be awarded the contract for this project. It shall be noted that Neglia has provided a budget for this project phase assuming that the project construction will be diligent and will follow the project specifications and project schedule without significant communications and direction. Should the contractor not be diligent and responsive during the construction process and additional construction management effort is required by this office, our office would issue a proposal with additional scope and budget to address the additional effort that would be required. If the contractor is responsive and diligent, this additional scope and budget would not be required.

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 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 subconsultants be required for this project, Neglia Engineering Associates will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All filing, review, processing, and application fees will be provided by your office.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each

invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

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

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

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

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

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

ARTICLE VI - FORCE MAJEURE: Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual

weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

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

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

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

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

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

arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

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

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

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

GENERAL TERMS

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



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

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

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

Very truly yours,
Neglia Engineering Associates

A handwritten signature in blue ink, appearing to read 'Gregory J. Polyniak'.

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

Attachments: Municipal Rates
NJDOT Award Letter, dated July 18, 2024

Accepted this March day of 21 2025

By: Dante Jela

Title: Mayor

\\Wea-file01\WDOX\$\MUNI\BOGO\2024P\PROPOSAL\00498148.DOCX



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA GROUP
2024 MUNICIPAL
HOURLY BILLING RATES

PRINCIPAL	\$205.00
SENIOR ENGINEER / SENIOR MANAGER/SR. PROF. PLANNER	\$200.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$195.00
SENIOR DESIGN ENGINEER	\$185.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$175.00
ENGINEERING ASSISTANT	\$110.00
PROFESSIONAL PLANNER	\$200.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$185.00
LANDSCAPE DESIGN	\$145.00
COMPUTER AIDED DESIGNER	\$145.00
CONSTRUCTION MANAGER	\$170.00
RESIDENT ENGINEER	\$195.00
TECHNICAL OBSERVER	\$145.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$195.00
SURVEY PROJECT MANAGER	\$175.00
3 MAN SURVEY CREW	\$275.00
2 MAN SURVEY CREW	\$235.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$205.00
CERTIFIED WETLAND DELINEATOR	\$200.00
LICENSED COLLECTION SYSTEM OPERATOR	\$195.00
DRONE PILOT AND VISUAL OBSERVER	\$245.00
DRONE EDITOR	\$175.00
GIS MANAGER	\$190.00
GIS SPECIALIST	\$165.00
GIS TECHNICIAN	\$115.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 4.25/sheet
MYLARS	\$32.50/sheet
COLOR PRINTS	\$70.00/sheet
PHOTOCOPIES (Black & White)	\$.30/page
PHOTOCOPIES (Color)	\$.45/page
MILEAGE (Federal Standard Mileage Rate)	\$.65.5/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



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 18, 2024

The Honorable Daniele Fede
Mayor, Bogota Borough
375 Larch Avenue
Bogota Borough, New Jersey 07603

Dear Mayor Fede:

I am pleased to inform you that Bogota Borough will receive an allotment of \$250,000.00 for the Hill Street Roadway Improvements Project project. These funds are provided through the Local Transportation Projects Fund program.

The New Jersey Department of Transportation is in the process of fully executing your agreement for this project. Should you have any questions regarding your grant, please contact the NJDOT Local Aid District 2 Office at 862-350-5730.

Sincerely,

A handwritten signature in black ink that reads "Francis K. O'Connor".

Francis K. O'Connor
Commissioner

cc: Municipal Clerk
Municipal Engineer

**RESOLUTION # 2025-92****DATE: 03-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern			✓				
L. Kohles			✓				
P. McHale			✓				
J. Mitchell	✓		✓				
D. Vergara		✓	✓				
Mayor D. Fede (Tie Vote Only)			✓				

**APPROVE PROFESSIONAL SERVICE PROPOSAL – NEGLIA ENGINEERING – NJDOT –
LARCH AVENUE IMPROVEMENTS**

WHEREAS, Neglia Group has submitted an engineering services proposal for Scope, Fees, and Concept Plan Development dated March 11, 2025 to the Borough of Bogota for the NJDOT Larch Avenue Improvements Project; and

WHEREAS, the costs associated with Neglia's proposal, a copy of which is attached hereto and incorporated herein by reference, reflects a time and material basis with a maximum cost not to exceed \$41,525 and

WHEREAS, the Borough Administrator and CFO have reviewed the engineering services proposal submitted by Neglia, a copy of which is attached hereto and incorporated herein by reference, for a time and material basis with a maximum cost not to exceed \$41,525 and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that the engineering services proposal for Scope, Fees, and Concept Plan Development dated March 11, 2025 for the NJDOT Larch Avenue Improvement Project with a maximum cost not to exceed \$41,525 be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to forward a copy of this resolution to the Neglia Group upon its passage.

CERTIFICATION OF AVAILABLE FUNDS

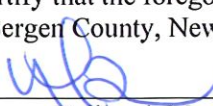
As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Chief Financial Officer of the Borough of Bogota, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified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

04-2150-55-1619-009
04-2150-55-1595-011

Line Item	Description	Amount
	STREETS: ROADS	\$ 9,301.43
		NTE \$ 32,223.57
Gregory Bock, CFO		3/20/25
		Date

CERTIFICATION

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 03-20-2025.


Yenlys Flores-Bolivar, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

Resolution no. 2025-92

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: January 22, 2025

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

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

RE: Proposal for Professional Surveying, Engineering, and Construction Management Services
Larch Avenue Road Improvements (NJDOT Municipal Aid Grant Funded)
Borough of Bogota, Bergen County, New Jersey

Neglia has prepared this proposal to provide Professional Surveying, Engineering, and Construction Management Services for the above referenced project. The project limits on Larch Avenue are from West Fort Lee Road to Munn Avenue. The proposed improvements include but are not limited to concrete improvements, milling, and paving the roadway with additional full depth reconstruction. The existing striping along the repaved roadways will be restored.

Our office understands that the Borough has received a NJDOT Municipal Aid Grant in the amount of \$228,060 for this roadway project which is not sufficient to address the entire project scope. Therefore, capital funding will be required for this roadway section as our preliminary engineer's estimate illustrates a project budget in the amount of approximately \$499,905 as prepared on May 20, 2024 for this roadway improvement project.

Description of Services - See attached Scope of Services.

Requested By: Borough of Bogota

Date of Request: January 2025

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

1. On a lump sum basis for a cost of **Thirty-Nine Thousand Nine Hundred Eighty Dollars (\$39,980.00)** representing Professional Services for the surveying, permitting, contract document preparation, and bidding services.
2. On a Time Basis in accordance with our attached schedule of fees for a cost not to exceed **Thirty-Eight Thousand Seven Hundred Fifty-Five Dollars (\$38,755.00)** for construction management services.
3. On a Material Basis in accordance with our attached schedule of fees for an estimated cost not to exceed **Seven Hundred Fifty Dollars (\$750.00)** for estimated 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 has prepared this proposal to provide Professional Surveying, Engineering, and Construction Management Services for the above referenced project. The project limits on Larch Avenue are from West Fort Lee Road to Munn Avenue. The proposed improvements include but are not limited to concrete improvements, milling, and paving the roadway with additional full depth reconstruction. The existing striping along the repaved roadways will be restored.

Our office understands that the Borough has received a NJDOT Municipal Aid Grant in the amount of \$228,060 for this roadway project which is not sufficient to address the entire project scope. Therefore, capital funding will be required for this roadway section as our preliminary engineer's estimate illustrates a project budget in the amount of approximately \$499,905 as prepared on May 20, 2024 for this roadway improvement project.

II. SCOPE OF SERVICES AND BUDGET**PHASE I – SURVEYING & DESIGN PHASE**

Neglia will perform the following surveying, design, and bidding tasks as they relate to the above-mentioned roadway improvement sections on Larch Avenue within the Borough of Bogota:

- A. Perform the necessary field and office work required to establish locations in connection with the above-mentioned roadway sections. The said work is to include the reviewing of file maps and any other documents of record and performing field survey in areas where the proposed improvements will be undertaken if necessary. We anticipate utilizing tax maps for any existing boundary / right-of-way information.
- B. Hold the necessary meetings and research required to coordinate the Municipal Departments.
- 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

Neglia will provide part-time construction management services as they relate to the aforementioned roadway improvements project on Larch Avenue within the Borough of Bogota. The services will include the following:

- A. Coordinate and attend a Pre-Construction meeting and prepare meeting minutes for distribution.
 - B. Review and distribute submittals for the appurtenant construction materials.
 - C. Issue a Notice to Proceed and perform a site walk through with the Contractor and appropriate officials.
 - D. Provide video and / or preconstruction photos within the contract limits.
 - E. Provide part-time construction observation, including site visits by a Principal from Neglia.
 - F. Maintain progress photos and inspection reports on a daily basis.
 - G. Attend progress meetings if required by the Borough.
 - H. Issue the appropriate correspondence to the Contractor which, if required, will consist of non-conformance matters, delays, traffic issues, resident complaints, etc.
 - I. Monitor and certify quantities for payment, which includes preparation of the appropriate Payment Certifications.
 - J. Negotiate Change Orders, if applicable, and prepare the necessary documents for such.
-

-
- K. Perform a walk through with the officials upon substantial completion and prepare a punch list.
 - L. Perform a final inspection of the punch list and prepare the necessary close out documents.
 - M. Submit close out documentation to the appropriate agencies, if applicable.

Be advised that site safety is the sole responsibility of the Contractor. However, should Neglia 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 regarding current wages. This proposal does not include any environmental services regarding soil testing and disposal and will solely rely on the Borough's Licensed Site Remediation Professional (LSRP) for such.

As is required by Local Public Contracts Law, the lowest responsible bidder will be required to be awarded the contract for this project. It shall be noted that Neglia has provided a budget for this project phase assuming that the project construction will be diligent and will follow the project specifications and project schedule without significant communications and direction. Should the contractor not be diligent and responsive during the construction process and additional construction management effort is required by this office, our office would issue a proposal with additional scope and budget to address the additional effort that would be required. If the contractor is responsive and diligent, this additional scope and budget would not be required.

III. DELIVERABLES

We will provide all survey data, plans and specifications to the Borough of Bogota in digital format in AutoCAD format if requested, and one (1) hard copy. See "Conditions and Exclusions" section for mass printings.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to begin upon receipt of a signed copy of this agreement, and with the approval of the Borough of Bogota. It is anticipated that contract documents will be ready for public bids within seventy-five business days excluding holidays from approval of this proposal (authorizing resolution or signed proposal with authorizing resolution to follow, pending prevailing weather conditions / snow cover).

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. We have included one (1) project team meeting as part of the scope and budget for this project if necessary. Additional meetings will be billed in accordance with the attached Schedule of Fees on an hourly basis.

VI. CONDITIONS AND EXCLUSIONS

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

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The

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

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

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

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

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

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

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

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

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

GENERAL TERMS

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



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

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

Very truly yours,
Neglia Engineering Associates

A handwritten signature in blue ink, appearing to read 'Gregory J. Polyniak'.

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

Attachments: Year 2025 Municipal Rates

Accepted this March day of 20 2025

By: [Signature]

Title: Mayor

\\Wea-file02\WDOXS\MUNI\BOGO\2025P\PROPOSAL\00522456.DOCX



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA GROUP
2025 MUNICIPAL
HOURLY BILLING RATES

PRINCIPAL	\$230.00
SENIOR ENGINEER / SENIOR MANAGER/SR. PROF. PLANNER	\$215.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$205.00
SENIOR DESIGN ENGINEER	\$200.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$190.00
ENGINEERING ASSISTANT	\$120.00
PROFESSIONAL PLANNER	\$215.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$200.00
LANDSCAPE DESIGN	\$160.00
COMPUTER AIDED DESIGNER	\$160.00
CONSTRUCTION MANAGER	\$190.00
RESIDENT ENGINEER	\$205.00
TECHNICAL OBSERVER	\$160.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$205.00
SURVEY PROJECT MANAGER	\$190.00
3 MAN SURVEY CREW	\$305.00
2 MAN SURVEY CREW	\$260.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$225.00
CERTIFIED WETLAND DELINEATOR	\$215.00
LICENSED COLLECTION SYSTEM OPERATOR	\$205.00
DRONE PILOT AND VISUAL OBSERVER	\$270.00
DRONE EDITOR	\$190.00
GIS MANAGER	\$200.00
GIS SPECIALIST	\$180.00
GIS TECHNICIAN	\$125.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 4.75/sheet
MYLARS	\$35.00/sheet
COLOR PRINTS	\$80.00/sheet
PHOTOCOPIES (Black & White)	\$.33/page
PHOTOCOPIES (Color)	\$.50/page
MILEAGE (Federal Standard Mileage Rate)	\$.67/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

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

LYNDHURST

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

MOUNTAINSIDE

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



RESOLUTION # 2025-93

DATE: 03-20-2025

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern			✓				
L. Kohles			✓				
P. McHale			✓				
J. Mitchell	✓		✓				
D. Vergara		✓	✓				
Mayor D. Fede (Tie Vote Only)							

RESOLUTION ADOPTING THE REVISED STATUTORY BUDGET DEADLINE DATES AS APPROVED BY THE LOCAL FINANCE BOARD, ALLOWING THE BOROUGH OF BOGOTA TO ADHERE TO THE NEW TIMELINE FOR BUDGET PREPARATION AND ADOPTION

WHEREAS, the Local Finance Board of the State of New Jersey, as authorized by N.J.S.A.40A:4-5.1, approved at its December meeting revised statutory budget deadline dates; and

WHEREAS, these revisions modify the statutory dates for introduction, adoption, and Mayor/Council Faulkner Act and related budget transmissions for the Borough of Bogota; and

WHEREAS, the revised dates for Budget Introduction & Adoption (Non-Referendum) are as follows:

Budget Introduction & Adoption (Non-Referendum)	Statutory Date	Revised Date
Mayor/Council Faulkner Act (Executive) budget transmission to governing body	1/17	2/28*
Submission of the County and Municipal Annual Financial Statement (AFS)	1/26, 2/10	3/7
Municipal introduction and approval of budget	2/10	3/31*
County introduction and approval of budget	1/26	3/31*
Municipal adoption	3/20	4/30*
County adoption	2/28	4/30*

*or the date of the next regularly scheduled meeting of the governing body; and

WHEREAS, notwithstanding the revised dates, a budget may be adopted anytime within 10 days of receiving the Director's certification of approval of the budget; and

WHEREAS, to avail itself of the revised dates, the governing body must adopt a resolution by no later than March 31, 2025 to extend the adoption date of the 2025 budget and increase temporary budget appropriations as may be necessary due to the extension;



RESOLUTION # 2025-93

DATE: 03-20-2025

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

1. The revised statutory budget deadline dates as approved by the Local Finance Board are hereby acknowledged and accepted.
2. The Borough of Borough of Bogota shall utilize the revised dates for Budget Introduction & Adoption (Non-Referendum) as set forth above.
3. This resolution shall be effective immediately.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 3-20-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-94****DATE: 3-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern			✓				
L. Kohles			✓				
P. McHale			✓				
J. Mitchell	✓		✓				
D. Vergara		✓	✓				
Mayor D. Fede (Tie Vote Only)							

**APPROVING A PERSON-TO-PERSON TRANSFER OF A LIQUOR LICENSE
LUSHKA GROUP LLC**

WHEREAS, an application has been filed for a person-to-person transfer of Plenary Retail Distribution License 0204-44-008-005, heretofore issued to LUSHKA GROUP LLC for premises located at 358 Palisades Ave Bogota NJ 07603; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 44 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 44; and

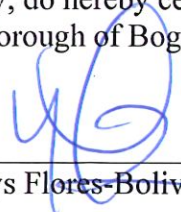
WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business;

WHEREAS, the effective date of the transfer is March 20, 2025

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota, does hereby approve the transfer of the aforesaid Plenary Retail Distribution License to DESI KALLU BGT LLC, and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows; "This license, subject to all its terms and conditions, is hereby transferred to DESI KALLU BGT LLC, effective March 20, 2025.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 3-20-2025.



Yenlys Flores-Bolivard, Municipal Clerk

B. Resolutions to be Voted Separately

2025-95 Resolution Authorizing Emergency Contract to Repair Emergency Sanitary Sewer
Backup at The Intersection of River Road and West Fort Lee Road

**RESOLUTION # 2025-95****DATE: 03-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern			✓				
L. Kohles			✓				
P. McHale			✓				
J. Mitchell	✓		✓				
D. Vergara		✓	✓				
Mayor D. Fede (Tie Vote Only)							

**RESOLUTION AUTHORIZING EMERGENCY CONTRACT TO REPAIR EMERGENCY
SANITARY SEWER BACKUP AT THE INTERSECTION OF RIVER ROAD AND WEST FORT
LEE ROAD**

WHEREAS, an emergency affecting the health, safety and welfare of the general public arose with respect to a sanitary sewer backup at the intersection of River Road and West Fort Lee Road; and

WHEREAS, the Borough Engineer evaluated the situation and was of the opinion that the extent of the damage requires necessary emergency repairs to prevent backup of sewage into residents homes; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-6 authorizes the awarding of emergency purchases and contracts, without public advertising for bids and bidding therefore, when an emergency effecting health, safety or welfare requires the immediate delivery of the articles or the performance of the services; and

WHEREAS, the cost of the necessary construction equipment, materials and labor to televise and jet-vac the sanitary sewer back-up at the intersection of River Road and West Fort Lee Road at not to exceed \$50,000.00; and the costs associated with engineering support and construction inspection and coordination of repairs from Neglia Group is estimated at Not to exceed \$8,000.00; for total estimated emergency costs not to exceed \$50,000.00; and

WHEREAS, an emergency affecting health, safety or welfare required the immediate action or the performance of the services; and

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

1. The Borough Engineer is hereby authorized to secure the necessary labor and material and to proceed with the televising and jet-vac of the sanitary sewer back-up at the intersection of River Road and West Fort Lee Road; and
2. The Chief Financial Officer is hereby authorized to appropriate a total amount not to exceed \$50,000.00 for the televising and jet-vac of the sanitary sewer back-up at the intersection of River Road and West Fort Lee Road and engineering support and construction inspection on an emergency basis as described above; and
3. The Mayor and Borough Clerk are hereby authorized and directed to execute a contract and/or payment to Neglia Group, 34 Park Avenue, Lyndhurst, N.J. 07071 in the amount not to exceed \$8,000.00 to provide engineering support and construction inspection on an emergency basis as described above; and

**RESOLUTION # 2025-95****DATE: 03-20-2025**

4. This Contract is awarded without public bidding on an emergency basis in accordance with N.J.S.A. 40A:11-6 of the Local Public Contracts Law because the sanitary sewer back-up at the intersection of River Road and West Fort Lee Road had a severe adverse impact on the health, safety and welfare of general public.

Dated: 3/20/25

Certified: 
Treasurer

Dated: 3/20/25

Approved: 
Mayor

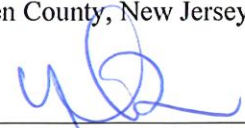
CERTIFICATION OF AVAILABLE FUNDS

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 finds upon the passage of this resolution.

Line Item	Description	Amount
		3/20/25
Gregory Bock, CFO		Date

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 03-20-2025.


Yenlys Flores-Bolivard, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

Resolution no. 2025-95

negliagroup.com

March 6, 2025

Via E-mail

Mr. Conall O'Malley
Borough Administrator
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603

Re: EMERGENCY DECLARATION
Sanitary Sewer Back-up at the intersection of River Road and West Fort Lee Road
Sanitary Sewer Main Back-up - Televising & Jet-Vac
Borough of Bogota, Bergen County, New Jersey
Neglia Project #: BOGOADM25.001

Dear Mr. O'Malley:

On March 6, 2025, this office was notified by Gordon Kohles, Borough Department of Public Works Superintendent, of a sanitary sewer backup at the intersection of River Road and West Fort Lee Road. In response, Neglia Group contacted Montana Construction, 80 Content Avenue, Lodi, NJ 07644, to televise this emergent condition. Montana Construction arrived on scene to jet and televise the sanitary sewer main.

Estimated Costs

Montana Construction:	Not to exceed \$ 42,000.00
Neglia Group:	<u>Not to exceed \$ 8,000.00</u>
Total	Not to exceed \$ 50,000.00

Declaration of Emergency

As described above, the incident that occurred was unforeseen, and could not be anticipated by the Borough. Accordingly, we recommended that the Borough proceed with the declaration of emergency for services, pertinent to State Statute (5:34-6.1 and 6.2) and in compliance with the Administrative Code, which was necessary to remedy the emergency situation. Clearly, the most rapid corrective work was required, and there was no way to reasonably foresee or prevent this condition. Therefore, immediate action was required in order to cope with the emergency conditions that affect public health and safety.

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

We trust you will find the above in order. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Very truly yours,
Neglia Group



Jason Menzella
For the Borough Engineer
Borough of Bogota

cc: Greg Bock, Chief Financial Officer (via E-mail)
Gordon Kohles, DPW Superintendent (via E-Mail)
Greg Polyniak, Neglia Group (via E-mail)
Anthony Kurus, Neglia Group (via E-mail)

E. Tabled

2025-73 Part-Time Employee - Borough Clerk's Office - Laura Castellano



Removed

RESOLUTION # 2025-73

DATE: 02-20-2025

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter		☒	☒				
W. Hordern			☒				
L. Kohles			☒				
P. McHale			☒				
J. Mitchell			☒				
D. Vergara	☒		☒				
Mayor D. Fede (Tie Vote Only)							

Part-Time Employee - Borough Clerk's Office

WHEREAS, the Borough Clerk's Office of the Borough of Bogota is in need of a part-time employee to assist with clerical needs and record retention work; and

WHEREAS, Laura Castellano has served as a private vendor since January 2022 with the Borough to assist with scanning of records and assisted the Borough Clerk's Office with interdepartmental work;

WHEREAS, the Mayor and Council of the Borough seek to hire Laura Castellano to the position of part-time assistant to the Municipal Clerk effective March 1, 2025 an hourly rate of \$25.00; and

WHEREAS, the Borough Administrator and Municipal Clerk have reviewed this matter and recommend that Laura Castellano be hired to the position of part-time assistant to the Municipal Clerk for Borough Clerk's Office effective March 1, 2025 at an hourly rate of \$25.00.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey, that Laura Castellano be and is hereby hired to the position of part-time assistant to the Municipal Clerk for the Borough Clerk's Office effective March 1, 2025 at an hourly rate of \$25.00; and

BE IT FURTHER RESOLVED, that the Borough Clerk's Office is hereby authorized and directed to forward a copy of this resolution to Laura Castellano upon its passage.

CERTIFICATION

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 02-20-2025.


Yenlys Flores-Bolivar, Municipal Clerk

**RESOLUTION # 2025-96****DATE: 03-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter		✓	✓				
W. Hordern	✓		✓				
L. Kohles			✓				
P. McHale			✓				
J. Mitchell			✓				
D. Vergara			✓				
Mayor D. Fede (Tie Vote Only)							

Resolution Authorizing Streaming Meetings

WHEREAS, it is the intent of the Mayor and Council to begin streaming its public meetings over the Internet, as a convenience to the public, so that members of the public can view the meetings remotely but will be unable to participate, commencing on April 3, 2025 through December 31, 2025.

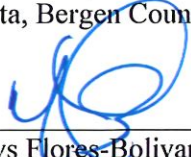
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that the Borough's public meetings shall be streamed on the Internet in a format that would allow them to be viewed by the public remotely, commencing on April 3, 2025 and continuing until December 31, 2025, unless otherwise directed by the Borough Council at a future date; and,

BE IT FURTHER RESOLVED, that this streaming format is being presented as a convenience to the public, and shall not be treated as a "hybrid meeting" as contemplated in Article IV of the Bylaws of the Borough of Bogota; and,

BE IT FURTHER RESOLVED, that the Mayor, Borough Clerk, Borough Administrator, the Borough's IT professionals, the Borough's webmaster and all other necessary Borough Officials are hereby authorized to take the necessary steps to effectuate the purposes of this Resolution.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 03-20-2025.


Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-97****DATE: 03-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter	✓		✓				
W. Hordern		✓	✓				
L. Kohles			✓				
P. McHale					✓		
J. Mitchell			✓				
D. Vergara			✓				
Mayor D. Fede (Tie Vote Only)							

Resolution to Authorize Ambulance Agreement

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

WHEREAS, the Borough is in need of a company to provide basic life support ("BLS") ambulance services to the visitors and residents of Bogota; and,

WHEREAS, an Agreement was negotiated between the Borough and Hackensack University Medical Center to provide the aforementioned services; and,

WHEREAS, a copy of the Agreement is on file with the Borough Clerk's office for inspection upon request during normal business hours; and,

WHEREAS, the provision of BLS ambulance services is considered a "Professional Service" as set forth in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq.; and,

WHEREAS, the value of the contract is not expected to exceed the bid threshold to require public bidding; and,

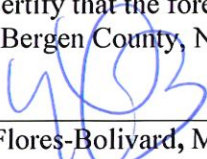
WHEREAS, the Mayor and Council wish to approve the Agreement between the Borough of Bogota and Hackensack University Medical Center upon the terms set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, that the Agreement between the Borough and Hackensack University Medical Center for the provision of basic life support ambulance services is hereby approved, and shall commence on April 19, 2025 for a term of three (3) years; and,

BE IT FURTHER RESOLVED, that the Mayor, Borough Clerk, Borough Administrator and all other necessary Borough officials are hereby authorized to take all necessary steps to execute this Agreement and effectuate the purposes of this resolution.

CERTIFICATION

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 03-20-2025.


Yenlys Flores-Bolivar, Municipal Clerk

**Ambulance Service Agreement
Between
THE BOROUGH OF BOGOTA**

and

HACKENSACK UNIVERSITY MEDICAL CENTER

This **AGREEMENT** (hereinafter referred to as the "Agreement") is made by and between the **Borough of Bogota**, a New Jersey municipality with its principal place of business located at 375 Larch Ave, Bogota, New Jersey, 07603, (hereinafter referred to as the "Municipality") and **HMH HOSPITALS CORPORATION d/b/a HACKENSACK UNIVERSITY MEDICAL CENTER**, a New Jersey corporation maintaining its principal place of business at 30 Prospect Avenue, Hackensack, New Jersey, 07601 (hereinafter referred to as "HUMC"). The MUNICIPALITY and HUMC will hereinafter occasionally be referred to collectively as the "PARTIES".

WHEREAS, the Municipality is an incorporated municipality organized under the laws of the State of New Jersey, and seeks to provide basic life support ("BLS") ambulance services to the residents and visitors to the Municipality; and

WHEREAS, HUMC is a hospital that is fully licensed by the State of New Jersey to provide medical transportation, including basic life support ambulance services, and provides those services throughout the State of New Jersey; and

WHEREAS, the Municipality wishes for HUMC to provide basic life support ambulance services within the Municipality twenty-four (24) hours per day, seven (7) days per week; and

WHEREAS, pursuant to the terms of the Agreement, HUMC desires to provide this basic life support ambulance service;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, and for other good and valuable consideration, the receipts of sufficiency of which are hereby acknowledged, the PARTIES hereto, hereby agree as follows:

SECTION 1: RELATIONSHIP OF THE PARTIES

1.1 **Independent Contractor**: It is mutually understood and agreed that in the performance of the duties and obligations of the Parties of this Agreement, each party hereto is a separate and independent contractor. Neither party is the principal agent, or representative of the other, nor will any employee of either party be considered and employee of the other party.

SECTION 2: REPRESENTATIONS BY THE MUNICIPALITY

2.1 **Municipal Designations**: The Municipality hereby agrees to recognize HUMC as the designated contractor for providing basic life support ambulance services to the Municipality during the days and hours specified herein.

2.2 **Municipal Cooperation:** The Municipality hereby represents to HUMC that it has consulted with all concerned parties regarding the necessary cooperation for successful fulfillment of the terms of this Agreement, and that said parties have agreed to work cooperatively with HUMC in establishing open lines of communications with other governmental agencies, fire companies, police, and others who may work with, alongside or access the service of HUMC.

SECTION 3: OBLIGATIONS OF HUMC

3.1 **Ambulance Services:** HUMC agrees to respond to emergency medical service calls received by the Municipality's designated Public Safety Answering Point and dispatch service.

3.2 **Licensure/Applicable Laws:** The ambulance will meet the requirements of all applicable Federal, State, and local laws, regulations, and licensure standards.

3.3 **Markings:** The ambulance shall be conspicuously lettered to denote that it is being operated by HUMC. Markings shall be in compliance with all State regulations.

3.5 **Maintenance:** The ambulance shall be maintained in sound mechanical condition and will be cleaned and properly stocked with the usual, necessary, and appropriate supplies as to their purpose and need.

3.5 **Infection Control Management:** HUMC shall be responsible for complying with all standards, practices, and regulations governing the management, treatment, and environmental control of patients, personnel, and equipment to prevent exposure or transmission of infectious disease.

3.6 **Non-Discrimination:** HUMC agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, financial ability, medical condition, or any other classification protected by Federal or State law; and agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.

3.7 **Transportation:** HUMC agrees to transport patients to the closest, most appropriate hospital following HUMC's destination policy.

3.8 HUMC shall submit quarterly reports to the Municipality, which shall include the number of dispatches, response times, number of patient transports and patient transport destinations. All reports submitted shall be subject to the Health Insurance Portability and Accountability Act, and shall not contain "Protected Health Information" as that term is defined in the Acts and regulations and amendments thereto.

3.9 **Additional Services**: Should Municipality, through the Recreation Director or Police Department request HUMC to provide Services at athletic events or at scheduled community activities, HUMC may, at its sole option, provide such Services at the following rates, billed to the Municipality at the address of record:

- BLS Ambulance with staffing: \$170 per hour
- ALS Non-Transport with staffing: \$230 per hour
- SCTU Ambulance with staffing: \$552 per hour
- Emergency Medical Technician (EMT): \$85 per hour
- Paramedic (MICP): \$115 per hour
- Registered Nurse (RN): \$175 per hour

SECTION 4: DISPATCH AND HOURS OF SERVICE

4.1 **Dispatch**: Immediately upon the execution of this Agreement, the Municipality shall provide the Municipality Police Department Public Safety Answering Point ("PSAP") with written notice of this Agreement and said written notice shall state with specificity the terms of this Agreement that address when and how emergency ambulance calls during the designated periods should be directed to HUMC.

4.2 **Hours of Service**: HUMC will provide BLS ambulance services twenty-four (24) hours per day, seven (7) days per week to respond to any and all requests for emergency medical service within the Municipality.

4.3 **Additional Calls for Service**: HUMC will be responsible for dispatching a second and subsequent ambulance for additional calls for emergency medical services during the term of this Agreement.

SECTION 5: RESPONSE TIMES

5.1 **Ambulance Response Time**: HUMC agrees that the primary ambulance will make all reasonable efforts to provide a response time of no more than ten minutes ninety percent (90%) of the time. Response time is calculated beginning when HUMC receives a request for service from the Police Department with sufficient information to dispatch an ambulance and ending when the ambulance vehicle arrives at the assigned location. In the event that mutual aid is required due to the primary ambulance being already on a call within the Municipality, the mutual aid ambulance will attempt to maintain the ten (10) minute response time standard, however the mutual aid ambulance will not be included in the 90% level above.

SECTION 6: PERSONNEL

6.1 **Vehicle Operators**: Each ambulance supplied by HUMC to provide basic life support ambulance services to the Municipality shall be staffed by two (2) licensed Emergency Medical Technicians (EMTs) who shall be employed by HUMC.

6.2 **Training and Appearance**: All personnel assigned to staff an ambulance that will be servicing the Municipality will receive all required training from HUMC. Additionally, all such personnel shall be groomed and neatly dressed in a

recognizable uniform with name visible and will perform their duties in a professional and caring manner.

SECTION 7: POST LOCATION

7.1 **Post Location**: Upon mutual agreement, the Municipality hereby agrees to supply HUMC temporarily with an adequate location within the Municipality for stationing personnel and parking the ambulance during hours of operation. Such designated location shall have an electrical shoreline as specified by HUMC for ambulance power, and shall have non-exclusive access to restrooms and a breakroom / lunchroom for use between calls. If the parties agree to any permanent location, a separate amendment will be mutually agreed including commercially reasonable fees for use of such space.

SECTION 8: COMPENSATION

8.1 **Invoicing**: HUMC will obtain reimbursement for its services through standard billing practices administered by HUMC for any patient to whom services are provided. The Municipality will not be responsible for HUMC's patient claims accounts receivable. Municipality will assume all liability for any residents of the Municipality that are un-insured so that no charges shall be collected from un-insured residents. Municipality will reimburse HUMC at the Medicare base rate and loaded mileage rate in effect at the time of the provision of service according to the Ambulance Fee Schedule published by The Centers for Medicare & Medicaid Services (CMS). HUMC agrees that it may file litigation against patients for fees incurred for services if the patient was paid directly by the patient's insurance carrier for services but refused to remit or assign payment to HUMC, and will otherwise make reasonable efforts to collect copayments and coinsurance as required by state and federal law.

SECTION 9: QUALITY ASSURANCE

9.1 **Quality Assurance Program**: HUMC agrees to maintain a Quality Assurance Program to monitor and ensure compliance to the standards listed herein and to make reasonable modifications to the manner in which services are provided whenever appropriate.

SECTION 10: TERM

10.1 **Term**: This agreement shall be for an initial term of three (3) years commencing on the final date of execution of this agreement (the "Effective Date") unless sooner terminated pursuant to the terms listed herein.

10.2 **Renewal**: The Parties agree that they will give notice to the other in writing of their intention to cancel this Agreement or any renewal thereof, at least sixty (60) days prior to the end of the respective term.

10.3 **Early Termination**: HUMC agrees that if, during the terms of this Agreement and any renewal thereof, (i) they fail to meet New Jersey State Department of Health licensing guidelines; or (ii) they fail to meet acceptable and proven standards of the industry; or (iii) they are adjudicated bankrupt or insolvent or placed in receivership; or

(iv) they fail to comply with the terms and provisions of this Agreement, after written notice and failure to cure the problem within thirty (30) days from receipt of said notice, the Agreement may be terminated by the Municipality, prior to the expiration of the term thereof upon written notice to HUMC.

Either party shall also have the right to terminate this Agreement, at any time, without cause, upon providing 60 days' notice to the other party.

SECTION 11: INSURANCE AND INDEMNIFICATION

11.1 **Insurance:** The Municipality shall, during the term of this Agreement, provide and maintain insurance coverage as follows: (a) commercial general liability insurance (including but not limited to bodily injury, property damages, completed operations, personal injury, advertising liability and products liability) with limits of \$1,000,000 per occurrence / \$2,000,000 in the annual aggregate; and (b) umbrella/excess limits of \$5,000,000 Each Occurrence/Aggregate.

HUMC shall be listed as an additional insured on all liability policies listed above (except professional liability, worker compensation, employer liability). All liability policies (except Worker Compensation/Employer Liability and Professional Liability) shall include a waiver of subrogation and are primary and non-contributory. Contractual liability must be included on all Certificates of Insurance.

HUMC shall, during the term of this Agreement, provide and maintain insurance coverage as follows:

(a) Workers' Compensation insurance as required under New Jersey law which shall include \$1,000,000 bodily injury by accident / \$1,000,000 each employee disease / \$1,000,000 policy limit disease;

(b) commercial general liability insurance (including but not limited to bodily injury, property damages, completed operations, personal injury, advertising liability and products liability) with limits of \$4,000,000 each. The policy currently includes coverage for sexual abuse and or molestation including sexual assault, sexual exploitation, sexual misconduct, sexual injury and illicit conduct of a sexual nature whether or not involving physical contact, regardless of whether or not caused by, or at the direction of, or negligence of, you, any insured, any person or any cause whatsoever, including third party coverage for customers, clients or other business invitees of the Contractor, however the parties understand and agree that such general liability coverage in the future may not include and is not required to include any coverage for sexual abuse, molestation, sexual assault, sexual exploitation, sexual misconduct, sexual injury or illicit conduct of a sexual nature, should HUMC no longer be able to acquire said coverage.

(c) professional liability coverage with limits of not less than \$1,000,000 per incident / \$3,000,000 in the annual aggregate;

(d) commercial automobile liability insurance with limits of no less than \$1,000,000 each occurrence combined single limit of liability for bodily injury, death and property damage, including owned and non-owned and hired automobile coverages;
(e) umbrella/excess limits of \$5,000,000 Each Occurrence/Aggregate. Coverage to apply in excess of Commercial General Liability, Automobile Liability, Employers Liability and Professional Liability.

The Borough of Bogota shall be listed as an additional insured on all liability policies listed above (except professional liability, worker compensation, employer liability). All liability policies (except Worker Compensation/Employer Liability and Professional Liability) shall include a waiver of subrogation and are primary and non-contributory. Contractual liability must be included on all Certificates of Insurance.

11.2 **Indemnification:** Each Party hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the "Indemnity Obligations") the other Party, its Directors, Employees, Appointed or Elected Officials, departments, volunteers (collectively referred to herein as the "Indemnified Party"), from and against any and all claims, demands, losses or liabilities, expenses, fines penalties, including attorney fees and reasonable defense costs (collectively referred to as a "Loss"), to the extent arising out of the negligent acts and omissions of the such Party, its employees, volunteers, Appointed or Elected Officials. In the event a court of competent jurisdiction determines that the negligence of both Parties contributed to the claim, loss, damage, liability, judgment, penalty, fine, or expense, each Party's obligation to indemnify shall be limited to the percentage of fault determined by the court. Finally, the Parties covenant and agree that its Indemnity Obligations hereunder shall survive expiration or termination of the Agreement, and are independent of any policy of insurance that may be available for any Loss.

Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above.

Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit, or demand

11.3 **Limitation on Liability of HUMC:** It is hereby agreed and understood that any responsibility or obligations on the part of HUMC to provide basic life support ambulance services to the Municipality is specifically and strictly limited to the Hours of Service designated in Paragraph 4.2 herein. Any change of the hours in Paragraph 4.2 shall and must be agreed to in writing by both the Municipality and HUMC.

SECTION 12: GENERAL PROVISIONS

12.1 **Notices:** All notices, requests, demands, and other communications hereunder shall be deemed to have been fully given if delivered in hand or transmitted by facsimile if followed by a copy by mail postmarked within three (3) business days or if mailed by certified or registered mail:

To Municipality: Borough of Bogota
375 Larch Avenue
Bogota, NJ 07603
Attn: Conall O'Malley, Borough Administrator
Attn: Yenlys Flores-Bolivard, Borough Clerk
Tel: 201-342-1736
Fax: 201- 342-0574

To HUMC: Hackensack University Medical Center
5 Summit Avenue, Suite 205
Hackensack, NJ 07601
Attn: Michelle Kobayashi, Administrative Director
Tel: 551-996-1192

With Copy To: Hackensack University Medical Center
30 Prospect Avenue
Hackensack, NJ 07601
Attn: Jason Kreitner, SVP, COO
Tel: 551-996-5532

12.2 **Governing Law:** This Agreement shall be construed under and governed by the laws of the State of New Jersey and the parties hereto agree that any suit or action in law or in equity may only be brought in the Superior Court of New Jersey, Bergen County, and said court shall have sole and exclusive jurisdiction over the law suit.

12.3 **Fees and Expenses:** Each party to this Agreement will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

12.4 **Entire Agreement:** This Agreement is complete, and all promises, representations, understandings, and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by both the Parties.

12.5 **Amendment**: This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be effected, except by an instrument in writing signed by both of the Parties.

12.6 **Assignability**: This Agreement shall be binding upon, and shall be enforceable by, and inure to the benefit of, the Parties hereto and their respective successors or assigns, but it shall not be assignable by HUMC to another private company or any other entity without the prior written consent to the Municipality.

12.7 **Waiver**: The failure of either of the Parties hereto to require the performance of a term or obligation under this Agreement or the waiver by either of the Parties of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder.

12.8 **Severability**: In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision or part of a provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or un-enforceable provision or part of a provision had never been contained herein.

12.9 **Section Headings**: The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

12.10 **No Payment for Referrals**: Any amounts to be paid by the Municipality to HUMC hereunder have been determined by the parties through good-faith and arms-length bargaining to be the fair market value of the services to be rendered to District hereunder. No amount to be paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of patients by the Municipality or any affiliate of the Municipality, to HUMC. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback or other reduction in charge. The parties shall comply in all respects with all applicable requirements of the Medicare and Medicaid Fraud and Abuse "safe-harbor" regulations (the "Safe-Harbor Regulations") as they may exist from time to time, including, but not limited to, the requirements of the Safe-Harbor Regulations, and any amendments thereto, and shall comply with all applicable directives, orders or other lawful pronouncements of any lawful authority related to those Safe-Harbor Regulations. HUMC may provide medical equipment to the Municipality only insofar as the quantity is equivalent to the quantity used by the Municipality when initiating patient care while waiting for the ambulance to arrive at the scene. For the provision of oxygen, the Municipality will pay HUMC for the initial cost of setting up oxygen cylinder services, and HUMC will replenish oxygen supplies to the police department as needed or requested to establish initial patient care. In the event an oxygen cylinder is lost, the Municipality will pay HUMC for the cost of replacing the lost oxygen cylinder. The equipment provided represents the equipment that HUMC would have used had care been initiated by HUMC and not the Municipality. Each party agrees to cooperate fully in any investigation

regarding such matters and, to the extent reasonably feasible, to attempt to settle such investigation, and any formal charges associated therewith for monetary relief without resort to trial on the merits.

12.11 Medicare Access to Records: In the event that Section 952 of P.L. 96-499 [42 U.S.C. Section 1395x(v)(1)(I)] (the Omnibus Reconciliation Act of 1908, provisions relating to Medicare) is applicable to this Agreement, the Municipality agrees as follows: until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, the Municipality shall make available, upon written request by the Secretary of the federal Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and all books, documents and records of the Municipality that are necessary to certify the nature and extent of the cost of services pursuant to this Agreement.

12.13 Sanctioned Person or Entity: The Municipality represents and warrants that it is not a Sanctioned Person or Entity. For purposes of this Agreement, the term "Sanctioned Person or Entity" means a person or entity who (i) has been excluded by the Office of the Inspector General of the Department of Health and Human Services from participation in Medicare, Medicaid or any state health care program (defined at 42 C.F.R. § 1001.2) pursuant to 42 C.F.R. Part 1001 or (ii) has been excluded by the State of New Jersey Department of Human Services from participation in New Jersey's Medicaid program pursuant to 42 C.F.R. Part 1002. District shall notify HUMC within ten (10) days after it receives notice that it is a Sanctioned Person or Entity. HUMC shall have the right to terminate this Agreement without penalty at any time after learning that HUMC is a Sanctioned Person or Entity.

12.14 Warranty Against Federal Healthcare Program Exclusion: Each Party warrants and represents that (i) it is not currently excluded, debarred, or is otherwise ineligible to participate in any federal health care program, and (ii) it has not entered a plea of guilty or *nolo contendere*, or has been convicted of a criminal offense, related to the provision of healthcare items or services but not yet been excluded, debarred, or otherwise ineligible to participate in any federal healthcare program, and (iii) it does not employ or contract with any individual or company that has been excluded, debarred or is otherwise ineligible to participate in an federal healthcare program. Each party shall notify the other party within five (5) days, in writing, of any change in this representation if circumstances change to render this representation false during the term of this Agreement. Such change in circumstances shall be considered a material breach by the notifying party, and shall constitute good cause for the receiving party to immediately terminate the Agreement.

12.15 Confidentiality: The Parties agree that both during and after the terms of this Agreement, no Party or their respective employees, officers, or agents, will divulge or disclose to any one, except as required by law, any information regarding the terms of this Agreement, patients, or other confidential information. However, as a government entity, the Borough of Bogota may be required to disclose certain documents pursuant to the New Jersey Open Public Records Act or the Common Law. The parties will comply with all laws and regulations, state and federal, relating to the confidentiality and privacy of patient

personal data, including any and all privacy regulations implemented now or in the future under the Health Insurance Portability and Accessibility Act ("HPAA"). Each Party agrees to notify the other within twenty-four (24) hours of its discovery of any personal data in its possession, which is improperly used, copied, or removed by anyone except an authorized representative of such Party. The Parties will cooperate with each other in taking appropriate steps to enjoin the misuse, regain possession of the data, and otherwise protect patients' privacy. Neither Party shall use the Confidential Information disclosed to it by the other Party under this Agreement other than to ensure the provision of the highest quality of services. For the avoidance of doubt, this duty of confidentiality shall survive the expiration or termination of this Agreement.

12.16 **Construction**: The parties acknowledge that each of them and their counsel had an opportunity to review this Agreement prior to its execution and that neither this Agreement nor any of its terms will be construed against either party. This Agreement may be executed in counterparts, and electronic signatures hold the same force and effect as original signatures.

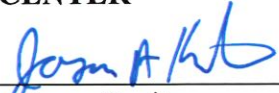
SECTION 13: MISCELLANEOUS

13.1 **Miscellaneous**: The following documents are attached hereto and are incorporated herein by reference:

- a. Resolution No. 2025-97 adopted on March 20, 2025 of the Mayor and Council of the Borough of Bogota.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date set forth above.

**HMH HOSPITALS CORPORATION d/b/a HACKENSACK UNIVERSITY
MEDICAL CENTER**

By: 
Name: Jason Kreitner
Title: SVP, COO
Date: 3/26/25

BOROUGH OF BOGOTA

By: 
Name: Carol O'Malley
Title: Borough Administrator
Date: 4/3/25

**RESOLUTION # 2025-98C****DATE: 03-20-2025**

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter			✓				
W. Hordern			✓				
L. Kohles	✓		✓				
P. McHale			✓				
J. Mitchell		✓	✓				
D. Vergara			✓				
Mayor D. Fede (Tie Vote Only)							

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

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

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

- ☐ Matters, which, by express provisions of a federal law or state statute or rule of court shall be rendered confidential
- ☐ Matters in which the release of information would impair a right to receive funds from the Government of the United States
- ☐ Matters which, if disclosed, would constitute an unwarranted invasion of Privacy, as further defined by NJSA 10:4-12(b) (3)
- ☐ Collective bargaining agreements or negotiations therefore with public employees and/or their representatives
- ☐ Matters involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates, or the investment of public funds, where the setting of banking rates or the investment of public funds, where the disclosure could adversely affect the public interest, if the discussion were disclosed
- ☐ Tactics or techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection, and any investigation of violations or possible violations of the law
- ☒ Pending or anticipated litigation or contract negotiations in which the Borough is or may become a party
- ☐ Matters involving the employment, appointment, termination of employment, Terms and conditions of employment, evaluation, promotion, or disciplinary action of any specific current or prospective public employee(s), unless all the individual(s) affected request(s) in writing that the matters be discussed at a public meeting



RESOLUTION # 2025-98C

DATE: 03-20-2025

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

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

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a meeting held on 03-20-2025.


Yenlys Flores-Bolivard, Municipal Clerk

R E S O L U T I O N



DATE March 18, 25

MOTION Pat McHale
 SECOND L. Carpenter

Carried ☒ Defeated ☐ Tabled ☐

Meeting: 03-20-25

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

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

<u>Fund</u>	<u>Amount</u>
Total fund 01 CURRENT FUND	2,147,538.41
Total fund 04 General Capital Fund	115,493.57
Total fund 13 Recreation Trust Fund	2,864.55
Total fund 14 Trust Fund	26,505.00
Total fund 19 COAH	1,790.00
Total fund 23 LIEN REDEMPTION	16,546.58
GRAND TOTAL:	2,310,738.11

General Claims:

COUNCIL	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter	✓				
W. Hordern	✓		Fire Dept. & Fire Prevention ONLY		
L. Kohles	✓		DPW & Gordon Kohles ONLY		
P. McHale	✓				
J. Mitchell	✓				
D. Vergara	✓				
Mayor D. Fede (Tie Vote Only)					

Enterprise Claims Only:

COUNCIL	YES	NO	RECUSE	ABSTAIN	ABSENT
C. Carpenter		✓			
W. Hordern	✓				
L. Kohles		✓			
P. McHale	✓				
J. Mitchell	✓				
D. Vergara	✓				
Mayor D. Fede (Tie Vote Only)					

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-1604-	-	-	I/F - General Capital Fund I/F - General Capital Fund		
250373	03/06/25	BOROUGH OF BOGOTA	TO CLEAR INTERFUND	334,463.51	03/06/25
Total for		I/F - General Capital Fund I/F - General		334,463.51	
Department Total:		I/F - General Capital Fund I/F - General		334,463.51	
01-2010-20-1001-000			Appropriation Control General Administration - S&W		
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	5,208.33	03/12/25
Total for		Appropriation Control General Administration -		5,208.33	
Department Total:		Appropriation Control General Administration -		5,208.33	
01-2010-20-1101-000			Appropriation Control Mayor & Council - S&W Salary &		
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	1,541.65	03/12/25
Total for		Appropriation Control Mayor & Council - S&W		1,541.65	
Department Total:		Appropriation Control Mayor & Council - S&W		1,541.65	
01-2010-20-1201-000			Appropriation Control Municipal Clerk - S&W Salary &		
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	6,729.86	03/12/25
Total for		Appropriation Control Municipal Clerk - S&W		6,729.86	
Department Total:		Appropriation Control Municipal Clerk - S&W		6,729.86	
01-2010-20-1202-000			Appropriation Control Municipal Clerk - O/E Other		
250421	03/14/25	GANNETT MEDIA CORP	INV# 6961252; VET PARK & RFQ	218.24	03/18/25
250387	03/11/25	NJ ADVANCE MEDIA	INV# 2923754; VARIOUS	369.20	03/18/25
250358	03/04/25	RUTGERS N.J. STATE	REGISTRATION CLERKS	490.00	03/18/25
250327	02/26/25	STAPLES ADVANTAGE	INV# 6022952767; BOX FILE	98.28	03/18/25
250349	03/04/25	STAPLES ADVANTAGE	OFFICE SUPPLIES FOR VARIOUS	131.93	03/18/25
250386	03/11/25	THE RECORD #1300	SUBSCRIPTION 4/1/25-9/30/25	280.96	03/18/25
Total for		Appropriation Control Municipal Clerk - O/E		1,588.61	
Department Total:		Appropriation Control Municipal Clerk - O/E		1,588.61	
01-2010-20-1301-000			Appropriation Control Financial Administration - S&W		
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	789.60	03/12/25
Total for		Appropriation Control Financial Administration		789.60	
Department Total:		Appropriation Control Financial Administration		789.60	
01-2010-20-1302-002			Appropriation Control Financial Administration - O/E		
250384	03/10/25	ACTION DATA SERVICES	DEMAND DEBIT - 03/10/2025	779.87	03/10/25
250375	03/05/25	ACTION DATA SERVICES	DEMAND DEBIT - 03/05/2025	1,048.00	03/05/25
250374	03/06/25	ACTION DATA SERVICES	DEMAND DEBIT - 03/06/2025	1,495.00	03/06/25
Total for		Appropriation Control Financial Administration		3,322.87	
Department Total:		Appropriation Control Financial Administration		3,322.87	
01-2010-20-1402-001			Appropriation Control Data Processing - O/E		
250438	03/18/25	CMRS-FP	POSTAGE REFILL	3,000.00	03/18/25
250380	03/10/25	GREAT AMERICAN	38664479; POSTAGE MACHINE	152.00	03/17/25
250424	03/14/25	T&G INDUSTRIES INC.	INV# 83577681 & 83585106;	1,189.48	03/17/25
250428	03/17/25	TRI-STATE TECHNICAL	INV# 18286; POLICE/BORO	168.00	03/18/25
250429	03/17/25	TRI-STATE TECHNICAL	INV# 45773, 54331, 54388;	3,759.00	03/18/25
250433	03/17/25	TRI-STATE TECHNICAL	INV# 18393; CARBONITE	1,599.00	03/18/25

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Total for		Appropriation Control Data Processing - O/E		9,867.48	
01-2010-20-1402-002 Appropriation Control Data Processing - O/E Copy Machine					
250379	03/10/25	DE LAGE LANDEN	MARCH '25 FIREHOUSE COPIER	95.00	03/17/25
Total for		Appropriation Control Data Processing - O/E		95.00	
<u>Department Total:</u>		<u>Appropriation Control Data Processing - O/E</u>		<u>9,962.48</u>	
01-2010-20-1451-000 Appropriation Control Revenue Administration - S&W					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	466.82	03/12/25
Total for		Appropriation Control Revenue Administration -		466.82	
<u>Department Total:</u>		<u>Appropriation Control Revenue Administration -</u>		<u>466.82</u>	
01-2010-20-1501-000 Appropriation Control Tax Assessment - S&W Salary &					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	746.14	03/12/25
Total for		Appropriation Control Tax Assessment - S&W		746.14	
<u>Department Total:</u>		<u>Appropriation Control Tax Assessment - S&W</u>		<u>746.14</u>	
01-2010-20-1502-000 Appropriation Control Tax Assessment - O/E Other					
250387	03/11/25	NJ ADVANCE MEDIA	INV# 2923754; VARIOUS	15.48	03/18/25
Total for		Appropriation Control Tax Assessment - O/E		15.48	
<u>Department Total:</u>		<u>Appropriation Control Tax Assessment - O/E</u>		<u>15.48</u>	
01-2010-20-1552-001 Appropriation Control Legal Services - O/E Retainer -					
250381	03/11/25	BOGGIA & BOGGIA, LLC	FEBRUARY 2025 RETAINER	7,500.00	03/18/25
250381	03/11/25	BOGGIA & BOGGIA, LLC	JANUARY 2025 RETAINER	7,500.00	03/18/25
250381	03/11/25	BOGGIA & BOGGIA, LLC	MARCH 2025 RETAINER	7,500.00	03/18/25
Total for		Appropriation Control Legal Services - O/E		22,500.00	
<u>Department Total:</u>		<u>Appropriation Control Legal Services - O/E</u>		<u>22,500.00</u>	
01-2010-21-1801-000 Appropriation Control Planning/Zoning Board - S&W					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	171.25	03/12/25
Total for		Appropriation Control Planning/Zoning Board -		171.25	
<u>Department Total:</u>		<u>Appropriation Control Planning/Zoning Board -</u>		<u>171.25</u>	
01-2010-21-1802-001 Appropriation Control Planning/Zoning Board - O/E					
250420	03/14/25	TROPHY KING, INC	INV# 25747; NAME PLATE;	15.00	03/18/25
Total for		Appropriation Control Planning/Zoning Board -		15.00	
<u>Department Total:</u>		<u>Appropriation Control Planning/Zoning Board -</u>		<u>15.00</u>	
01-2010-22-1951-000 Appropriation Control Construction Code - S&W Salary &					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	6,002.52	03/12/25
Total for		Appropriation Control Construction Code - S&W		6,002.52	
<u>Department Total:</u>		<u>Appropriation Control Construction Code - S&W</u>		<u>6,002.52</u>	
01-2010-22-2001-000 Appropriation Control Property Maintenance - S&W Salary					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	1,639.08	03/12/25
Total for		Appropriation Control Property Maintenance -		1,639.08	
<u>Department Total:</u>		<u>Appropriation Control Property Maintenance -</u>		<u>1,639.08</u>	
01-2010-23-2202-092 Appropriation Control Group Insurance - O/E Medical					
250391	03/11/25	SHBP - STATE PENSIONS EE HEALTH BENEFITS MARCH		83,954.93	03/11/25
Total for		Appropriation Control Group Insurance - O/E		83,954.93	

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-23-2202-094 Appropriation Control Group Insurance - O/E Disability					
250383	03/11/25	UNUM LIFE INSURANCE	CMARCH 2025 DISABILITY	1,339.82	03/11/25
Total for Appropriation Control Group Insurance - O/E				1,339.82	
Department Total: Appropriation Control Group Insurance - O/E				85,294.75	
01-2010-25-2401-000 Appropriation Control Police - S&W Regular					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	86,155.02	03/12/25
Total for Appropriation Control Police - S&W Regular				86,155.02	
01-2010-25-2401-002 Appropriation Control Police - S&W Overtime					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	13,214.38	03/12/25
Total for Appropriation Control Police - S&W Overtime				13,214.38	
01-2010-25-2401-003 Appropriation Control Police - S&W Comp Time Payouts					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	10,000.00	03/12/25
Total for Appropriation Control Police - S&W Comp Time				10,000.00	
Department Total: Appropriation Control Police - S&W				109,369.40	
01-2010-25-2402-003 Appropriation Control Police - O/E Office Supplies					
250237	02/13/25	INFINITY8	3001; ANCHOR BENCHES	600.00	03/18/25
Total for Appropriation Control Police - O/E Office				600.00	
01-2010-25-2402-004 Appropriation Control Police - O/E Computer / IT					
250428	03/17/25	TRI-STATE TECHNICAL	INV# 18286; POLICE/BORO	204.00	03/18/25
250429	03/17/25	TRI-STATE TECHNICAL	INV# 45773, 54331, 54388;	210.00	03/18/25
Total for Appropriation Control Police - O/E Computer /				414.00	
01-2010-25-2402-007 Appropriation Control Police - O/E Vehicle Maintenance					
250385	03/11/25	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE MARCH	8,507.40	03/17/25
Total for Appropriation Control Police - O/E Vehicle				8,507.40	
01-2010-25-2402-008 Appropriation Control Police - O/E Special Services					
250183	01/31/25	BERGEN COUNTY	2025 MARS MAINTENANCE FEE	8,000.00	03/18/25
250215	02/06/25	GANN LAW BOOKS	2025 NJ POLICE MANUAL	250.00	03/18/25
Total for Appropriation Control Police - O/E Special				8,250.00	
Department Total: Appropriation Control Police - O/E				17,771.40	
01-2010-25-2421-000 Appropriation Control Crossing Guards - S&W Salary &					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	4,230.85	03/12/25
Total for Appropriation Control Crossing Guards - S&W				4,230.85	
Department Total: Appropriation Control Crossing Guards - S&W				4,230.85	
01-2010-25-2501-000 Appropriation Control Police Dispatching/911 - S&W					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	15,311.96	03/12/25
Total for Appropriation Control Police Dispatching/911 -				15,311.96	
Department Total: Appropriation Control Police Dispatching/911 -				15,311.96	
01-2010-25-2552-001 Appropriation Control Fire - O/E Other Expenses					
250407	03/13/25	COMPLETE SAW & GARDEN MS	462 R-CM RESCUE	1,795.00	03/18/25
250309	02/25/25	STATE LINE FIRE &	QUOTE; HURST	2,464.00	03/18/25
Total for Appropriation Control Fire - O/E Other				4,259.00	
01-2010-25-2552-004 Appropriation Control Fire - O/E Enterprise					
250385	03/11/25	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE MARCH	0.00	03/17/25

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
250385	03/11/25	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE MARCH	2,285.62	03/17/25
Total for		Appropriation Control Fire - O/E Enterprise		2,285.62	
Department Total:		Appropriation Control Fire - O/E		6,544.62	
01-2010-25-2651-000 Appropriation Control Uniform Fire Safety - S&W Salary &					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	3,902.63	03/12/25
Total for		Appropriation Control Uniform Fire Safety -		3,902.63	
Department Total:		Appropriation Control Uniform Fire Safety -		3,902.63	
01-2010-25-2652-001 Appropriation Control Uniform Fire Safety - O/E Other					
250349	03/04/25	STAPLES ADVANTAGE	OFFICE SUPPLIES FOR VARIOUS	8.25	03/18/25
Total for		Appropriation Control Uniform Fire Safety -		8.25	
01-2010-25-2652-002 Appropriation Control Uniform Fire Safety - O/E Fire					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	0.00	03/17/25
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	6,662.45	03/17/25
Total for		Appropriation Control Uniform Fire Safety -		6,662.45	
Department Total:		Appropriation Control Uniform Fire Safety -		6,670.70	
01-2010-26-2901-000 Appropriation Control DPW - S&W Regular					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	34,212.36	03/12/25
Total for		Appropriation Control DPW - S&W Regular		34,212.36	
Department Total:		Appropriation Control DPW - S&W		34,212.36	
01-2010-26-2902-001 Appropriation Control DPW - O/E Snow Removal					
250408	03/13/25	STAPLES ADVANTAGE	6022318459; ICE MELT BLEND	1,052.50	03/18/25
Total for		Appropriation Control DPW - O/E Snow Removal		1,052.50	
01-2010-26-2902-003 Appropriation Control DPW - O/E Vehicle Repairs &					
250409	03/13/25	UNITED MOTOR PARTS	2684013; BATTERIES FOR MASON	336.42	03/18/25
250415	03/13/25	W.E. TIMMERMAN,	0234217-IN; RADIATOR HOSE &	619.26	03/18/25
Total for		Appropriation Control DPW - O/E Vehicle		955.68	
01-2010-26-2902-008 Appropriation Control DPW - O/E Tools & Equipment					
250411	03/13/25	AGL WELDING SUPPLY CO,	0010167216; FEB RENTAL	54.76	03/18/25
250378	03/10/25	GOOSETOWN	INV# 171635; RADIO CONTRACT	69.98	03/18/25
Total for		Appropriation Control DPW - O/E Tools &		124.74	
Department Total:		Appropriation Control DPW - O/E		2,132.92	
01-2010-26-3001-000 Appropriation Control Shade Tree - S&W Salary & Wages					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	165.41	03/12/25
Total for		Appropriation Control Shade Tree - S&W Salary		165.41	
Department Total:		Appropriation Control Shade Tree - S&W		165.41	
01-2010-26-3052-001 Appropriation Control Solid Waste Collection - O/E					
250047	01/16/25	SUBURBAN DISPOSAL INC	FEBRUARY 2025 GARBAGE	48,333.33	03/18/25
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					
250410	03/13/25	DIAMOND ROCK SPRING	291773; 5 GALLONS WATER	15.00	03/18/25
250416	03/13/25	HOME DEPOT CREDIT	006771 & 6012358; LIGHT	392.60	03/18/25

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
250406	03/13/25	MATERA'S NURSERY	SERVICE ON LANDSCAPING	2,216.60	03/18/25
250292	02/19/25	METROPOLITAN RUBBER	INV# 62932; NEW FILL HOSE	185.15	03/18/25
250405	03/13/25	QUALITY COOLING CORP	2025-149; NEW FAUCET SENIOR	495.00	03/18/25
250412	03/13/25	THIS AND THAT HARDWARE	RIVETS TO REPAIR BUS STOPS	13.21	03/18/25
250430	03/17/25	VERIZON	ACCOUNT #	64.40	03/17/25
Total for		Appropriation Control Buildings & Grounds -		3,381.96	
Department Total:		Appropriation Control Buildings & Grounds -		3,381.96	
01-2010-27-3302-001 Appropriation Control Board of Health - O/E Contract					
250403	03/12/25	MID-BERGEN REGIONAL	INV# 2025-Q1-31; HEALTH	9,817.00	03/18/25
Total for		Appropriation Control Board of Health - O/E		9,817.00	
01-2010-27-3302-002 Appropriation Control Board of Health - O/E Other					
250417	03/13/25	MID-BERGEN REGIONAL	INV #25-HE Q1; HEALTH ED 1ST	2,500.00	03/18/25
250350	03/04/25	NEW JERSEY REGISTRAR'S	2025 NJRA MEMBERSHIP DUES &	200.00	03/18/25
250349	03/04/25	STAPLES ADVANTAGE	OFFICE SUPPLIES FOR VARIOUS	82.44	03/18/25
Total for		Appropriation Control Board of Health - O/E		2,782.44	
Department Total:		Appropriation Control Board of Health - O/E		12,599.44	
01-2010-27-3650-001 Appropriation Control Seniors - S&W Salaries & Wages					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	1,362.50	03/12/25
Total for		Appropriation Control Seniors - S&W Salaries &		1,362.50	
Department Total:		Appropriation Control Seniors - S&W		1,362.50	
01-2010-27-3651-002 Appropriation Control Seniors - O/E Miscellaneous					
250392	03/12/25	COSTCO BUSINESS CENTERS	SUPPLIES FOR SENIORS	96.15	03/18/25
250363	03/04/25	INSERRA SUPERMARKETS	SUPPLIES FOR SR LUNCH	18.35	03/18/25
Total for		Appropriation Control Seniors - O/E		114.50	
Department Total:		Appropriation Control Seniors - O/E		114.50	
01-2010-28-3701-000 Appropriation Control Recreation Services - S&W Regular					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	2,916.67	03/12/25
Total for		Appropriation Control Recreation Services -		2,916.67	
01-2010-28-3701-002 Appropriation Control Recreation Services - S&W					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	247.25	03/12/25
Total for		Appropriation Control Recreation Services -		247.25	
Department Total:		Appropriation Control Recreation Services -		3,163.92	
01-2010-28-3702-001 Appropriation Control Recreation Services - O/E Other					
250364	03/04/25	A STITCH IN TIME	SWEATSHIRTS FOR REC DEPT	485.00	03/18/25
250422	03/14/25	AMAZON.COM SERVICES,	SUPPLIES FOR DPW	85.36	03/18/25
Total for		Appropriation Control Recreation Services -		570.36	
Department Total:		Appropriation Control Recreation Services -		570.36	
01-2010-28-3703-001 Appropriation Control Celebration of Public Events					
250361	03/04/25	VAN MARTIN PRODUCTION,	CHILDREN'S ENTERTAINMENT FOR	550.00	03/18/25
Total for		Appropriation Control Celebration of Public		550.00	
Department Total:		Appropriation Control Celebration of Public		550.00	
01-2010-29-3901-000 Appropriation Control Free Public Library - 1/3 mil S&W					

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	10,132.39	03/12/25
Total for		Appropriation Control Free Public Library -		10,132.39	
Department Total:		Appropriation Control Free Public Library -		10,132.39	
01-2010-31-4402-012 Appropriation Control Telephone CABLEVISION - REC BLDG					
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	172.95	03/17/25
Total for		Appropriation Control Telephone CABLEVISION -		172.95	
01-2010-31-4402-014 Appropriation Control Telephone CABLE TV & ISP - FD CO#1					
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	551.33	03/17/25
Total for		Appropriation Control Telephone CABLE TV & ISP		551.33	
01-2010-31-4402-016 Appropriation Control Telephone 07870-061598-01-0					
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	477.90	03/17/25
Total for		Appropriation Control Telephone		477.90	
01-2010-31-4402-017 Appropriation Control Telephone CABLE TV & ISP - OEM					
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	229.88	03/17/25
Total for		Appropriation Control Telephone CABLE TV & ISP		229.88	
01-2010-31-4402-018 Appropriation Control Telephone CABLE TV & ISP - SQUAD					
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	99.40	03/17/25
Total for		Appropriation Control Telephone CABLE TV & ISP		99.40	
01-2010-31-4402-020 Appropriation Control Telephone CABLE TV & ISP - BORO					
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	222.95	03/17/25
250419	03/14/25	VERIZON	ACCOUNT# 350-668-739-0001-31	53.16	03/17/25
Total for		Appropriation Control Telephone CABLE TV & ISP		276.11	
01-2010-31-4402-021 Appropriation Control Telephone 07870-495094-01-4					
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	275.31	03/17/25
Total for		Appropriation Control Telephone		275.31	
01-2010-31-4402-022 Appropriation Control Telephone VERIZON - ELEVATOR LINE					
250382	03/11/25	VERIZON	ACCOUNT# 250-717-861-0001-86	64.40	03/17/25
Total for		Appropriation Control Telephone VERIZON -		64.40	
01-2010-31-4402-028 Appropriation Control Telephone OPTIMUM - 31 FAIRVIEW					
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	0.00	03/17/25
250432	03/17/25	OPTIMUM	MARCH 2025 CABLE/ISP CHARGES	687.38	03/17/25
Total for		Appropriation Control Telephone OPTIMUM - 31		687.38	
Department Total:		Appropriation Control Telephone		2,834.66	
01-2010-31-4452-000 Appropriation Control Water Miscellaneous					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	20.02	03/17/25
Total for		Appropriation Control Water Miscellaneous		20.02	
01-2010-31-4452-001 Appropriation Control Water Meter #88306893 - 7 E Fort					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	277.50	03/17/25
Total for		Appropriation Control Water Meter #88306893 -		277.50	
01-2010-31-4452-002 Appropriation Control Water Meter #88505411 - 69 Main St					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	26.32	03/17/25
Total for		Appropriation Control Water Meter #88505411 -		26.32	
01-2010-31-4452-003 Appropriation Control Water Meter #88228191 - 63 W Broad					

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	154.02	03/17/25
Total for		Appropriation Control Water Meter #88228191 -		154.02	
01-2010-31-4452-004 Appropriation Control Water Meter #88417708 - Cypress					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	107.84	03/17/25
Total for		Appropriation Control Water Meter #88417708 -		107.84	
01-2010-31-4452-005 Appropriation Control Water Meter #88227215 - Library					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	125.98	03/17/25
Total for		Appropriation Control Water Meter #88227215 -		125.98	
01-2010-31-4452-006 Appropriation Control Water Meter #88509227 - 164					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	31.92	03/17/25
Total for		Appropriation Control Water Meter #88509227 -		31.92	
01-2010-31-4452-007 Appropriation Control Water Meter #88228192 - Rec Bldg					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	103.56	03/17/25
Total for		Appropriation Control Water Meter #88228192 -		103.56	
01-2010-31-4452-008 Appropriation Control Water Meter #88305041 - 375 Larch					
250431	03/17/25	VEOLIA WATER NEW	FEB-MARCH 2025 WATER CHARGES	53.49	03/17/25
Total for		Appropriation Control Water Meter #88305041 -		53.49	
Department Total:		Appropriation Control Water		900.65	
01-2010-31-4602-001 Appropriation Control Gasoline DPW					
250414	03/13/25	VILLAGE OF RIDGEFIELD	FEBRUARY 2025 FUEL CHARGES	3,809.81	03/18/25
Total for		Appropriation Control Gasoline DPW		3,809.81	
01-2010-31-4602-002 Appropriation Control Gasoline Police					
250414	03/13/25	VILLAGE OF RIDGEFIELD	FEBRUARY 2025 FUEL CHARGES	2,023.40	03/18/25
Total for		Appropriation Control Gasoline Police		2,023.40	
01-2010-31-4602-003 Appropriation Control Gasoline Recreation					
250414	03/13/25	VILLAGE OF RIDGEFIELD	FEBRUARY 2025 FUEL CHARGES	87.51	03/18/25
Total for		Appropriation Control Gasoline Recreation		87.51	
01-2010-31-4602-004 Appropriation Control Gasoline Rescue					
250414	03/13/25	VILLAGE OF RIDGEFIELD	FEBRUARY 2025 FUEL CHARGES	130.34	03/18/25
Total for		Appropriation Control Gasoline Rescue		130.34	
01-2010-31-4602-005 Appropriation Control Gasoline Fire Department					
250414	03/13/25	VILLAGE OF RIDGEFIELD	FEBRUARY 2025 FUEL CHARGES	751.00	03/18/25
Total for		Appropriation Control Gasoline Fire Department		751.00	
01-2010-31-4602-006 Appropriation Control Gasoline Surcharge					
250414	03/13/25	VILLAGE OF RIDGEFIELD	FEBRUARY 2025 FUEL CHARGES	1,020.30	03/18/25
Total for		Appropriation Control Gasoline Surcharge		1,020.30	
Department Total:		Appropriation Control Gasoline		7,822.36	
01-2010-32-4652-002 Appropriation Control Solid Waste Disposal Miscellaneous					
250413	03/13/25	ENVIRONMENTAL RENEWAL,335651 & 335672;	COMPACTED	1,189.00	03/18/25
Total for		Appropriation Control Solid Waste Disposal		1,189.00	
Department Total:		Appropriation Control Solid Waste Disposal		1,189.00	
01-2010-36-4722-000 Appropriation Control Social Security System					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	10,010.49	03/12/25

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Total for		Appropriation Control Social Security System		10,010.49	
Department Total:		Appropriation Control Social Security System		10,010.49	
01-2010-36-4730-000 Appropriation Control DCRP					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	0.00	03/12/25
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	63.93	03/12/25
Total for		Appropriation Control DCRP		63.93	
Department Total:		Appropriation Control DCRP		63.93	
01-2010-42-1190-001 Appropriation Control Bogota BOE - SLEO S&W					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	11,214.63	03/12/25
Total for		Appropriation Control Bogota BOE - SLEO S&W		11,214.63	
Department Total:		Appropriation Control Bogota BOE - SLEO S&W		11,214.63	
01-2010-42-4901-000 Appropriation Control Municipal Court - S&W					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	1,416.63	03/12/25
Total for		Appropriation Control Municipal Court - S&W		1,416.63	
Department Total:		Appropriation Control Municipal Court - S&W		1,416.63	
01-2030-20-1452-000 APPROPRIATION RESERVES Revenue Administration - O/E					
250331	02/28/25	MGL PRINTING SOLUTIONS	INV# 208618; '24 TAX	3,784.56	03/18/25
Total for		APPROPRIATION RESERVES Revenue Administration		3,784.56	
Department Total:		APPROPRIATION RESERVES Revenue Administration		3,784.56	
01-2030-25-2552-001 APPROPRIATION RESERVES Fire - O/E Other Expenses					
250389	03/11/25	CLEAN AIR COMPANY	INV# 250038; RPR BROAD ST	780.00	03/18/25
Total for		APPROPRIATION RESERVES Fire - O/E Other		780.00	
Department Total:		APPROPRIATION RESERVES Fire - O/E		780.00	
01-2070-55-0000-000 Local School Taxes Payable Local School Taxes Payable					
250437	03/18/25	BOGOTA BOARD OF	MARCH 2025 SCHOOL TAXES	1,346,465.50	03/18/25
Total for		Local School Taxes Payable Local School Taxes		1,346,465.50	
Department Total:		Local School Taxes Payable Local School Taxes		1,346,465.50	
01-2800- - - RESERVE FOR CREDIT CARD FEES RESERVE FOR CREDIT CARD					
250376	03/05/25	AMERICAN EXPRESS	DEMAND DEBIT - 03/05/2025	77.40	03/05/25
Total for		RESERVE FOR CREDIT CARD FEES RESERVE FOR		77.40	
Department Total:		RESERVE FOR CREDIT CARD FEES RESERVE FOR		77.40	
04-2150-55-1532-001 Improvment Authorizations 1532 - Rec/Community Center					
250226	02/11/25	ANSER ADVISORY	PRE-CONSTRUCTION MANAGEMENT	0.00	03/18/25
250226	02/11/25	ANSER ADVISORY	PRE-CONSTRUCTION MANAGEMENT	1,050.00	03/18/25
Total for		Improvment Authorizations 1532 - Rec/Community		1,050.00	
Department Total:		Improvment Authorizations 1532 - Rec/Community		1,050.00	
04-2150-55-1578-004 Improvment Authorizations 1578 - Var. Cap. Impvts					
250425	03/17/25	CARRATURA CONSTRUCTION	INV# 3661; BOGOTA SIDEWALK	1,300.00	03/18/25
Total for		Improvment Authorizations 1578 - Var. Cap.		1,300.00	
Department Total:		Improvment Authorizations 1578 - Var. Cap.		1,300.00	
04-2150-55-1619-001 Improvment Authorizations 1619 - Var. Cap. Impvts DPW					
241722	12/12/24	CLIFFSIDE BODY CORP.	BID #ECNJ 23/24-04	6,035.00	03/18/25

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Total for		Improvment Authorizations 1619 - Var. Cap.		6,035.00	
04-2150-55-1619-003 Improvment Authorizations 1619 - Var. Cap. Impvts Fire					
241340	10/03/24	SKYLANDS AREA FIRE	TURN OUT GEAR	104,163.00	03/18/25
Total for		Improvment Authorizations 1619 - Var. Cap.		104,163.00	
04-2150-55-1619-009 Improvment Authorizations 1619 - Var. Cap. Impvts					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	0.00	03/12/25
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	0.00	03/12/25
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	2,945.57	03/12/25
Total for		Improvment Authorizations 1619 - Var. Cap.		2,945.57	
Department Total:		Improvment Authorizations 1619 - Var. Cap.		113,143.57	
13-2860-00-0000-000 Basketball					
250395	03/12/25	ANTHONY DESIMOINE	BASKETBALL REFEREE	300.00	03/18/25
250377	03/10/25	DANIEL CONTE	BASKETBALL REFEREE	750.00	03/18/25
250354	03/04/25	FRANK LOMIA	BASKETBALL REFEREE	300.00	03/18/25
250393	03/12/25	JASON SPEZZAFERRA	BASKETBALL REFEREE	400.00	03/18/25
250396	03/12/25	JOSEPH DESIMONE	BASKETBALL REFEREE	400.00	03/18/25
250394	03/12/25	MICHAEL CONTENTO	BASKETBALL REFEREE	300.00	03/18/25
Total for		Basketball		2,450.00	
Department Total:		Basketball		2,450.00	
13-2930-00-0000-000 Twirling					
250365	03/04/25	WEISSMAN COSTUMES	COSTUMES FOR TWIRLERS	414.55	03/18/25
Total for		Twirling		414.55	
Department Total:		Twirling		414.55	
14-0005-00-0005-062 Outside Police Employment Fees Outside Police Employment					
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	0.00	03/12/25
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	0.00	03/12/25
250418	03/12/25	BOROUGH OF BOGOTA	2025-03-14 PR	26,505.00	03/12/25
Total for		Outside Police Employment Fees Outside Police		26,505.00	
Department Total:		Outside Police Employment Fees Outside Police		26,505.00	
19-2000- - - RESERVE FOR EXPENDITURES INTEREST ON INVESTMENTS					
250390	03/11/25	PHILLIPS PREISS	40496; AFFORDABLE HOUSING	1,590.00	03/18/25
250075	01/21/25	PIAZZA & ASSOCIATES,	MARCH 2025 MONTHLY	200.00	03/18/25
Total for		RESERVE FOR EXPENDITURES INTEREST ON		1,790.00	
Department Total:		RESERVE FOR EXPENDITURES INTEREST ON		1,790.00	
23-2000-00-1000- RESERVE FOR EXPENDITURES TAX SALE PREMIUMS					
250427	03/17/25	LVTL OPERATIONS LLC	B 53 L5 REDEMPTION	1,100.00	03/17/25
Total for		RESERVE FOR EXPENDITURES TAX SALE PREMIUMS		1,100.00	
Department Total:		RESERVE FOR EXPENDITURES TAX SALE PREMIUMS		1,100.00	
23-2000-00-2000- RESERVE FOR EXPENDITURES TAX TITLE LIENS					
250427	03/17/25	LVTL OPERATIONS LLC	B 53 L5 REDEMPTION	0.00	03/17/25
250427	03/17/25	LVTL OPERATIONS LLC	B 53 L5 REDEMPTION	15,446.58	03/17/25
Total for		RESERVE FOR EXPENDITURES TAX TITLE LIENS		15,446.58	

Bills List**BOROUGH OF BOGOTA**

03/18/25 05:30:17 PM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
<u>Department Total:</u>		<u>RESERVE FOR EXPENDITURES TAX TITLE LIENS</u>		<u>15,446.58</u>	