



Agenda
Open Session

Borough Hall Council Chambers
375 Larch Ave, Bogota, NJ 07603

November 6, 2025
7:30 p.m.

BOROUGH OF BOGOTA
Mayor and Council Regular Meeting



Council President

Lisa Kohles

Daniele Fede

Councilmember

Consuelo Carpenter

Councilmember

William Hordern

Councilmember

Patrick H. McHale

Councilmember

John Mitchell

Councilmember

Diana Vergara

Borough Administrator

Conall O'Malley

Borough Attorney

William Betesh

Borough Clerk

Yenlys Flores-Bolivard

I. CALL TO ORDER**II. MAYOR'S ANNOUNCEMENT – OPEN PUBLIC MEETINGS ACT STATEMENT**

PLEASE TAKE NOTICE THAT in accordance with the Open Meeting Act, N.J.S.A. 10:4-1, et seq the notice for this meeting's time, date, location, and agenda fulfills the requirements, by sending a copy to the newspapers officially designated for 2025, filing a copy in the Borough Clerk's Office and posting it on the Borough Building bulletin board.

The Borough of Bogota will hold a Public Meeting at 7:30 p.m. on Thursday, November 6, 2025 to address such matters of business as may be brought before the Mayor and Council. This meeting will be held at Borough Hall Council Chambers, 375 Larch Ave, Bogota, NJ 07603.

III. PLEDGE OF ALLEGIANCE**IV. ROLL CALL**

Mayor Fede
Council President Kohles
Councilmember Carpenter
Councilmember Hordern
Councilmember McHale
Councilmember Mitchell
Councilmember Vergara

Also Attending:

Borough Administrator O'Malley
Borough Attorney Chris Chapman
Borough Clerk Yenlys Flores-Bolivar

V. CITIZEN REMARKS

One (5) minute time limit per person.

VI. DISCUSSION

Best Practice 2025 – (a minimum score that we need to receive our full state aid which was 32 points. We scored 39.5, so no state is being withheld for the Borough for this year)

VII. CORRESPONDENCE

None

VIII. INTRODUCTION OF ORDINANCES

- 1645 Bond Ordinance for Improvements to Storm and Sanitary Sewers in the Amount of \$350,000
- 1646 An Ordinance Amending chapter 20 of the Bogota code, Entitled "Flood Hazard Protection"

- 1647 An ordinance to Amend chapter 9 of the Bogota Code Entitled “Building and Housing” – Building Department Fee Schedule
- 1648 An ordinance to Amend chapter 9 of the Bogota Code Entitled “Building and Housing” – Sidewalk Easement Maintenance

IX. PUBLIC HEARING & ADOPTION OF ORDINANCES

- 1644 Ordinance Amending Ch. 9 of the Bogota Code, Entitled “Building and Housing” – Cranes

Motion to Open Public Hearing:	
Public Comments:	
Motion to Close Public Hearing:	
Motion to Adopt:	

X. CONSENT AGENDA

A. Resolutions

All matters listed below are considered to be routine in nature by Council and will be enacted by one motion. There will be no separate discussion of these items. If any discussion is desired by Council, that particular item will be removed from the Consent Agenda and will be considered separately.

- 2025-227 Authorizing and Approving the Purchase of Furniture for the Bogota Senior Center from Exemplis C/O Commercial Furniture Interiors.
- 2025-228 Authorizing the advertisement of RFQs for 2026
- 2025-229 Authorize an application to the Complete Streets Technical Assistance Program
- 2025-230 Change Order - NJDOT LTPF Fairview Avenue Roadway and Sewer Improvements
- 2025-231 Closeout - NJDOT LTPF Fairview Avenue Roadway and Sewer Improvements
- 2025-232 Collective Negotiations Agreement with Approval of Contract – Daniel Maye, Police Chief
- 2025-233 Collective Negotiations Agreement with Approval of Contract – Hector Liriano, Police Captain
- 2025-234 Change Order – Veteran’s Memorial Park and Community Garden Improvements (LRIG Funded)
- 2025-235 Governor’s Council on Substance Use Disorder GCSUD
- 2025-236 Resolution to Advertise - Garbage Collection and Disposal
- 2025-237 Authorizing the Consumption of Alcoholic Beverages at the Senior Center for Friends of the Bogota Library Event
- 2025-238 Change Order no. 11 – Benard Associates – Bogota Community Rec Center Project
- 2025-239 Change Order no. 12 – Benard Associates – Bogota Community Rec Center Project
- 2025-240 Change Order no. 13 – Benard Associates – Bogota Community Rec Center Project

B. Resolutions to be Voted Separately

- PC25-17 Payment of Claims

C. Approvals

1. Regular Meeting Minutes – 10/2/2025
2. Closed Session Minutes 10/2/2025
3. Closed Session Minutes – Part A - 10/2/2025
4. *Closed Session Minutes Part B - 10/2/2025*
5. Closed Session Minutes Part A – 10/16/2025
6. *Closed Session Minutes Part B -10/16/2025*
7. Emergency Meeting Minutes 10-24-25
8. 2025-241 Approve Jeff Guida as member of The Bogota Fire Department Engine Hose 2 (pending - background check)
9. 2025-242 Approve Michael Lopez as member of The Bogota Fire Department Engine Company 3 (pending - background check)

XI. 2ND CITIZEN REMARKS

One five (5) minute time limit per person

XII. REPORTS

Five (5) minute time limit

Mayor Fede

Council President Kohles

Councilwoman Carpenter

Councilman Hordern

Councilman McHale

Councilman Mitchell

Councilwoman Vergara

Administrator O'Malley

Borough Attorney Chris Chapman

Borough Clerk Flores-Bolivard

XII. CLOSED EXECUTIVE SESSION

The Borough reserves the right to return to Open Session and, if appropriate, take official action.

None

XIII. ADJOURNMENT

Agenda is subject to change.

NEXT COUNCIL MEETINGS

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

Work Session	Regular Mayor and Council Meeting
December 4	December 18

*Yenlys Flores. Bolivar,
Borough Clerk*

Discussion

Best Practices Inventory Online Platform

Survey

Bogota Borough

Printable Current Answers

001	Best Practices	Budget
	Has your municipality created an accumulated absence liability trust fund pursuant to N.J.A.C. 5:30-15.5, and does it annually deposit appropriations into the fund? Only answer N/A if your municipality 1) does not offer (for any employee hired after a certain date) payouts upon retirement for accumulated sick leave, and 2) no current employee has a grandfathered right to sick leave payouts upon retirement.	[0.50] Yes
002	Best Practices	Budget
	N.J.S.A. 40A:4-62.1 allows municipalities to establish a storm recovery reserve for purposes such as, but not limited to, snow, ice, and debris removal. Unexpended balances budgeted annually for storm recovery purposes may be lapsed into the reserve. Review LFN 2025-10 for further information. Has your municipality established a storm recovery reserve to ensure the consistent availability of funds for this purpose?	[0.50] Yes
003	Core Competencies	Budget
	Unless the Local Finance Board sets forth a later date pursuant to N.J.S.A. 40A:4-5.1, N.J.S.A. 40A:4-5 requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) and N.J.S.A. 40A:4-10 requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities). For CY2025 budgets the Local Finance Board extended these dates to March 31 and April 30, respectively, or the date of the next regularly scheduled governing body meeting thereafter (See Local Finance Notice 2024-20). Timely budget adoption helps a municipality avoid having to issue estimated tax bills or tax anticipation notes (TANs). Did your municipality introduce and adopt its current year budget no later than the extended dates authorized by the Local Finance Board? This question may only be answered N/A if your municipality's budget is subject to adoption by the Local Finance Board under State Supervision or if the Division instructed the municipality to delay budget adoption.	[1.00] Yes
004	Core Competencies	Budget
	N.J.S.A. 40A:5-12 requires the chief financial officer of each municipality to file the Annual Financial Statement (AFS) with the Division no later than February 10 (August 10 for SFY municipalities). Local Finance Notice 2024-20 announced the extension of this deadline to March 7. The statute specifies a \$5 per day penalty payable by the CMFO for failing to file the AFS within 10 days of after the time fixed for filing. Did your municipality file its AFS with the Division by no later than March 7 (or August 10 for SFY municipalities)?	[1.00] Yes

005	Core Competencies	Budget	
Pursuant to N.J.S.A. 40A:2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file its Annual Debt Statement with the Division of Local Government Services. Did your municipality file its Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?			[1.00] Yes
006	Core Competencies	Budget	
Recent amendments to N.J.A.C. 5:30-7.4 disqualify from local examination a municipality that has failed to submit to the Division the user-friendly budget section corresponding with the previous year's adopted budget. Has your municipality electronically submitted to the Division the User-Friendly Budget section of its adopted CY2024/SFY2025 and CY2025 budgets?			[1.00] Yes
007a	Unscored Survey	Budget	
If your municipality permits one or more classes of cannabis businesses, does your municipality impose a local cannabis tax pursuant to N.J.S.A. 40:48I-1?			[0.00] N/A
007b	Unscored Survey	Budget	
If your municipality imposes a local cannabis tax, was tax revenue received in CY2024/SFY2025 reported as Municipal Revenue Not Anticipated (MRNA)?			[0.00] N/A
008	Unscored Survey	Budget	
Has your municipality formed an advisory committee or other similar approach to seek out or develop additional non-tax revenues?			[0.00] No
009	Core Competencies	Capital Projects	
Any municipality having its own water system is required to adopt an annual capital budget and program reflecting the water infrastructure improvements listed on the annual Water Quality Accountability Act (WQAA) capital improvement report. The WQAA capital improvement report must be submitted to the Department of Environmental Protection (DEP) by no later than March 15. If your municipality has its own water system, does the capital budget and program reflect the capital projects listed in the annual WQAA report submitted to DEP that fall within the time period of the municipality's capital budget and capital program?			[1.00] N/A
010	Core Competencies	Capital Projects	
Has your municipality adopted a capital program as defined by N.J.A.C. 5:30-4.2, meaning a moving, multi-year plan and schedule for capital projects (including prospective financing sources) and, when pertinent, first year operating costs and savings? Only answer N/A if your municipality does not have a capital budget and is not required to adopt a capital budget pursuant to N.J.A.C. 5:30-4.3.			[1.00] Yes

011	Unscored Survey	Emergency Services
A disaster preparedness drill can help plan appropriate emergency responses for scenarios such as, but not limited to, natural disasters, active shooter, wildfires, and chemical spills. Has your municipality participated in a disaster preparedness drill involving local, county, and/or regional partners within the past year?		[0.00] Yes
012	Unscored Survey	Emergency Services
Municipalities may adopt a resolution to establish a Volunteer Tuition Credit Program for its volunteer firefighters and/or EMS. The Program allows an active volunteer in good standing, their spouse, or their dependent children to receive tuition credit at a county college, county vocational school, or county technical institute. The maximum tuition credit is \$600 for each year of volunteer service for a total credit not to exceed \$2,400 over a four-year volunteer service period. Review for further details LFN MC-99-5 and https://www.nj.gov/dca/divisions/dlgs/programs/volunteer_docs/vtc_descrip_with_forms.pdf . Has your municipality established a Volunteer Tuition Credit Program for its volunteer firefighters and/or EMS?		[0.00] No
013	Best Practices	Environment
Have one or more public electric vehicle charging stations been installed on municipal property?		[0.00] No
014	Best Practices	Environment
When purchasing new vehicles, does your municipality have a formal policy to purchase hybrid or alternative fuel vehicles whenever such vehicles are suited to the intended use? Only answer N/A if your municipality does not own any vehicles.		[0.00] No
015	Core Competencies	Ethics
The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Statements (FDSs) annually. Compliance by local elected officials is required by N.J.S.A. 40A:9-22.6. Did all governing body members timely file their annual Financial Disclosure Statements for 2025 such that they were not issued a Notice of Violation (NOV) by the Local Finance Board? A "No" answer is permissible if the governing body members' NOV were rescinded by the Board. Only answer N/A if your municipality has an ordinance on the books establishing a municipal ethics board.		[1.00] Yes
016	Core Competencies	Ethics
If your municipality has a municipal ethics board, did the municipal ethics board enforce the Financial Disclosure Statement (FDS) statute by issuing violations to local government officers (LGOs) who were on the 2025 roster but did not file the FDS by April 30, 2025? Only answer N/A if your municipality does not have an ordinance on the books establishing a municipal ethics board.		[1.00] N/A

017	Best Practices	Financial Administration
With respect to note sales (TANs, BANs, Emergency Notes and Special Emergency Notes), proper disclosure and communication with potential bidders can yield optimal results for a municipality. Knowing when to sell on a negotiated or competitive basis, aggregating note sales as much as possible, along with casting a "wide net" to attract the maximum number of bidders for a competitive note sale, is critical to achieving the lowest possible interest rate. In its most recent note sale, did your municipality market note sales beyond publishing the notice required by N.J.S.A. 40A:2-30 along with issuing a prospectus, official statement or other document to potential lenders disclosing all material financial and budget information?		[0.50] Yes
018	Best Practices	Financial Administration
N.J.A.C. 5:30-8.3(a)(3) establishes a schedule of minimum dollar amounts for tax collector surety bonding. However, to provide a higher level of security for public funds, municipalities are encouraged to adopt the more stringent schedule for tax collector surety bonding specified in N.J.A.C. 5:30-8.3(a)(4). Has your municipality adopted the more stringent surety bonding schedule for tax collectors set forth in N.J.A.C. 5:30-8.3(a)(4) or higher?		[0.50] Yes
019	Best Practices	Financial Administration
N.J.A.C. 5:30-8.4 (a) establishes a schedule of minimum dollar amounts for municipal court surety bonding, specifically for municipal judges and municipal court administrators. However, subsection (b) of 5:30-8.4 encourages municipalities to adopt a more stringent schedule for municipal court surety bonding that is specified in the subsection. Has your municipality adopted the more stringent surety bonding schedule for municipal court judges and court administrators set forth in N.J.A.C. 5:30-8.4(b) or higher?		[0.50] Yes
020	Core Competencies	Financial Administration
Audit findings address areas needing improvement and ignoring these findings devalues the process. Municipalities should correct noted deficiencies. Have the audit findings in your municipality's 2023 audit been identified in a corrective action plan and not been repeated in the 2024 audit? If the answer is no, please list the repeat findings, along with the date the corrective action plan was submitted to DLGS, under Comments. If your municipality's 2024 audit is late, answer "No" and state "2024 audit not complete". Only answer "N/A" if there were no audit findings in the 2024 audit. If you did not answer no, please type "No Repeat Audit Findings" into the Comment Box.		[0.00] No Comment: Our audit indicated that certain purchases were made prior to issuance of purchase orders. Our audit of the Municipal Court revealed that old outstanding checks and reconciling items remain uncleared. 07/29/2025

021	Core Competencies	Financial Administration
At its July 2023 meeting, the Local Finance Board adopted an amendment to N.J.A.C. 5:30-8.2 that converted the previously suggested surety bond schedule for a CMFO to a mandatory minimum schedule. This change came into effect on January 1, 2024. See Local Finance Notice 2023-21 for further details and to view the exposure index. Through a blanket bond or an individual bond, does your municipality provide a fidelity bond with faithful performance coverage for the CMFO that meets at least the minimum schedule set forth in N.J.A.C. 5:30-8.2?		[1.00] Yes
022	Core Competencies	Financial Administration
At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-5.7 requiring municipalities to maintain a general ledger for not only the current fund, but also for all other funds, as well as post totals for all funds to the general ledger on at least a monthly basis and maintain required original books of entry in an electronic format. See Local Finance Notice 2024-09 for further details. Does your municipality maintain a general ledger for its current fund and all other funds in accordance with N.J.A.C. 5:30-5.7?		[1.00] Yes
023	Core Competencies	Financial Administration
Does your municipality post totals for all funds to the general ledger on at least a monthly basis?		[1.00] Yes
024	Core Competencies	Financial Administration
Does your municipality maintain required original books of entry in an electronic format?		[1.00] Yes
025	Core Competencies	Financial Administration
Local Finance Notice 2024-11 updates municipalities and fire districts on current IRS guidance and Federal Fair Labor Standards Act (FLSA) guidance pertaining to incentives paid to volunteer firefighters and EMS (other than LOSAP). Nominal stipends funded through the federal Staffing for Adequate Fire and Emergency Response (SAFER) program's volunteer firefighter recruitment and retention (R&R) grant is also discussed. Has your municipality reviewed its volunteer fire and EMS incentives for compliance with federal requirements?		[1.00] Yes
026	Core Competencies	Financial Administration
Regular cash flow analysis by a municipality's finance office is critical to maintaining essential services and ensuring fiscal solvency. The Government Finance Officers Association offers cash flow forecasting guidance at https://www.gfoa.org/cash-flow-forecasting . Does your municipality's finance office generate a cash flow report on at least a quarterly basis with administration and elected officials updated on the results?		[1.00] Prospective

027	Core Competencies	Financial Administration
In accordance with Governor Murphy's Executive Order 267 dated October 8, 2021 and outlined in LFN 2022-08 dated March 2, 2022, municipalities and counties are required to provide DLGS with a copy of all American Rescue Plan (ARP) LFRF reports filed with U.S. Treasury, including Project and Expenditure Reports, Interim Reports, and Recovery Plan and Performance Reports. Has your municipality filed all required ARP LFRF Reports with U.S. Treasury and, in turn, filed those reports with DLGS? Only answer N/A if your municipality refused ARP LFRF Funding.		[1.00] Yes
028	Core Competencies	Financial Administration
If your municipality received a legislative grant-in-aid from the FY25 State Budget, is your municipality 1) in compliance with all documentation and closeout requirements, 2) maintaining current agency information in SAGE, and 3) ensuring that the agency profile in SAGE does not lapse?		[1.00] Yes
029	Unscored Survey	Financial Administration
Is your municipality using any previously obligated ARP Local Fiscal Recovery Fund (LFRF) proceeds for operating expenses in its 2025 budget?		[0.00] No
030	Unscored Survey	Financial Administration
Has the federal government rescinded or suspended one or more municipal grants since the beginning of this year? If so, please list the affected grants in the Comments field. If not, insert "Answered No" in the Comments field.		[0.00] No Comment: Answered No
031	Best Practices	Insurance
If your municipality contracts with an insurance broker for health insurance, and said contract exceeds the Local Public Contracts Law (LPCL) bid threshold, is your municipality's health insurance broker being procured through a competitive contracting or sealed bid process conducted pursuant to the Local Public Contracts Law? Only answer N/A if your municipality does not contract with an insurance broker for health insurance or, if it does, the contract does not exceed your municipality's LPCL bid threshold.		[0.50] N/A
032	Best Practices	Insurance
Insurance broker fees dependent on the amount of health insurance premiums or fees paid by the municipality are vulnerable to abuse as brokers could face conflicting incentives in seeking lower-cost health insurance alternatives. If your municipality contracts with an insurance broker for health insurance, is the structure for broker payments set at a flat-fee rather than on a commission basis to mitigate the risk of a broker recommending more expensive health insurance coverage to earn higher fees? Only answer N/A if your municipality does not contract with an insurance broker for health insurance.		[0.50] N/A

033	Unscored Survey	Insurance
If your municipality offers non-SHBP employee health benefit coverage, did your municipality switch from SHBP to non-SHBP health benefit coverage within the past three (3) years?		[0.00] N/A
034	Core Competencies	Lead Remediation
Subsection h. of N.J.S.A. 52:27D-437.16 requires each municipality to assess an additional fee of \$20 per unit inspected for lead hazards and deposited into the Department of Community Affairs' Lead Hazard Control Assistance Fund established pursuant to N.J.S.A. 52:27D-437.4. Does your municipality assessed and collected the above-reference \$20 fee assessment for each lead inspection and send the proceeds to the Department of Community Affairs' Division of Housing & Community Resources for deposit into the Fund?		[1.00] Yes
035	Core Competencies	Lead Remediation
If your municipality has identified rental dwellings that have experienced tenant turnover since July 22, 2022, have all of those units been inspected prior to re-occupancy?		[1.00] Yes
036a	Unscored Survey	Lead Remediation
Does your municipality have a permanent local agency that is currently conducting inspections for lead-based paint hazards in rental dwellings and enforcing the provisions of P.L. 2021, c. 182? If your answer is "Other" fill-in the name of the municipal agency under Comments. If your answer is "Shared Service", please fill-in the name of the agency and the local unit providing the service under Comments. Further information concerning the requirements of this recently enacted law are available at https://www.nj.gov/dca/codes/resources/leadpaint.shtml .		[0.00] Other Comment: LEW Environmental
036b	Unscored Survey	Lead Remediation
If your municipality does not have a permanent local agency or a shared service currently conducting inspections for lead-based paint hazards in rental dwellings to enforce the provisions of P.L. 2021, c. 182, has your municipality retained a lead evaluation contractor to provide paid lead inspection services?		[0.00] Yes
037	Unscored Survey	Lead Remediation
Pursuant to P.L. 2021, c. 182, has your municipality identified rental dwellings that have experienced tenant turnover since July 22, 2022?		[0.00] Yes

038	Unscored Survey	Lead Remediation
The method of lead-based paint hazard inspection required for each municipality is at https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf . If your municipality is required to perform a visual inspection, how many visual lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Comment: 173
039	Unscored Survey	Lead Remediation
If your municipality is required to perform a dust wipe swiping under https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf , how many dust wipe-sampling lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Comment: 0
040	Unscored Survey	Lead Remediation
How many post-remediation lead-based paint inspections has your municipality conducted (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Comment: 9
041	Unscored Survey	Lead Remediation
How many lead safe certifications have been issued by your municipality since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Comment: 152
042	Unscored Survey	Opportunity Zones
The Opportunity Zone program is a federal economic development tax incentive that aims to encourage long-term real estate development and business investments in designated low-income communities. More information on Opportunity Zones can be found at https://www.irs.gov/credits-deductions/businesses/opportunity-zones . The One Big Beautiful Bill Act makes the Opportunity Zone program a permanent feature of the federal tax code, requiring governors to nominate in 2026 new Opportunity Zones based on 2020 census tract boundaries. All current Opportunity Zone designations will expire on December 31, 2026. Would your municipality be interested in receiving a new Opportunity Zone designation, or re-upping an existing Opportunity Zone designation for the years 2027 through 2036?		[0.00] No
043a	Unscored Survey	Opportunity Zones
Is your municipality aware of any real estate development projects or businesses that will be using the Opportunity Zone tax incentive or receiving an Opportunity Fund investment?		[0.00] No

043b

Unscored Survey

Opportunity Zones

If your municipality knows of any projects that are, or will be, using the Opportunity Zone tax incentive, please include the name of each project, the full address, a short description that includes the primary developer (if applicable), estimated value of the development (i.e. total permitted value), and the project's status (if known) on the Excel form provided on DLGS's Best Practices webpage. Upload the Excel form using the "Attach File" button toward the bottom of your screen. If you have uploaded the Excel form, type "File Uploaded" in the Comment Box. If you have not uploaded the Excel Form, type NA in the Comment Box.

Comment: NA

044

Core Competencies

Personnel

N.J.S.A. 2C:51-2.d permanently disqualifies from future public employment any person convicted of an offense "relating directly to the person's performance in, or circumstances flowing from, the specific public office, position or employment held by the person." Disqualification from public employment relating to a conviction for a disorderly persons or petty disorderly persons offense may be waived by the court for good cause shown upon application of the county prosecutor or the Attorney General. Under certain circumstances, a certificate suspending the disqualification may be issued pursuant to the Rehabilitated Convicted Offender Act (N.J.S.A. 2A:168A-1 through 16). Before extending an offer of employment, does your municipality ask the individual whether they are currently disqualified from public employment due to a criminal conviction for which N.J.S.A. 2C:51-2.d applies?

[1.00] Yes

045

Core Competencies

Personnel

For any municipal officers and employees NOT required by contract or municipal policy to make health benefit contributions in the amounts specified by the Chapter 78 health benefit contribution grid (excluding Rx and dental), is your municipality requiring those employees to contribute at least 1.5% of base salary towards health benefits pursuant to P.L. 2010, c. 2? See Local Finance Notices 2010-12 and 2011-20R for further details. Answer N/A if all of your municipality's officers and employees are required by contract or municipal policy to contribute at least the amount required by P.L. 2011, c. 78 for health benefits.

[1.00] N/A

046	Core Competencies	Personnel
	Payments for waivers filed before May 21, 2010 and maintained continuously since, cannot exceed fifty percent (50%) of the amount saved by the local unit as a result of the employee's waiver of coverage. For waivers filed on or after May 21, 2010, which is the effective date of P.L. 2010, c. 2, payments cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the local unit as a result of the waiver, or \$5,000. When calculating an employee's waiver payment, the local unit must deduct the employee's healthcare contribution obligation from the total premium cost. Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits, and may offer waiver payments below the statutory maximum. Health benefit waiver payments are statutorily excluded from collective bargaining. See Local Finance Notices 2010-12 and 2016-10 for further discussion on health benefit waiver payments. Are your municipality's healthcare waiver payments at or below the statutory maximum? "N/A" is only applicable where the municipality does not make payments in lieu of health benefits.	[1.00] N/A
047	Core Competencies	Personnel
	N.J.A.C. 5:30-16.2 requires a municipality's purchasing agent (QPA and non-QPA), certified public works manager, and business administrator/municipal manager to register for GovConnect. If your municipality has one or more of the above-referenced titles, are the individuals in those titles registered for GovConnect with their most current e-mail addresses?	[1.00] Yes
048	Core Competencies	Personnel
	Has your municipality's chief financial officer, tax collector, and municipal clerk registered their most current e-mail addresses in GovConnect to allow continued receipt of EGG Notice broadcasts?	[1.00] Yes
049	Core Competencies	Personnel
	For all municipal officers and employees whose positions require a State-issued professional license or certification, has your municipality instituted a process to regularly verify that such officers and employees have valid licenses or certifications?	[1.00] Yes
050	Unscored Survey	Personnel
	Does your municipality currently have an unlicensed individual serving as an acting municipal clerk, tempoary chief municipal finance officer, temporary purchasing agent, and/or a temporary chief public works manager? Select as many as are applicable or None of the Above.	
051	Unscored Survey	Personnel
	Does your municipality currently retain a chief financial officer through a professional services contract?	[0.00] Yes

052	Core Competencies	Procurement
	The purchase of insurance coverage and consultant services is a limited exception to public bidding by virtue of being deemed an Extraordinary Unspecifiable Service (EUS) pursuant to N.J.S.A. 40A:11-5(a)(ii) and 40A:11-5(1)(m). See Page 3 of the Local Finance Notice AU-2002-2 for further details. The standard EUS certification declaration is available at https://www.nj.gov/dca/divisions/dlgs/programs/lpcl_docs/eus_letter.pdf . Do not submit the form to DLGS. If your municipality has procured insurance under the EUS exception to public bidding, has your municipality followed the procedural requirements of an EUS in doing so?	[1.00] N/A
053	Core Competencies	Procurement
	N.J.S.A. 34:1A-1.16 authorizes the New Jersey Department of Labor and Workforce Development (NJLWD) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJLWD for such violation. A contract cannot be awarded to any contractor or vendor appearing on the WALL. Review LFN 2024-18 for further information. Is your municipality cross checking prospective vendor or contractor names against the WALL before awarding any contract over the quote threshold?	[1.00] Yes
054	Core Competencies	Procurement
	P.L. 2023, c. 138 requires public works contractor registration and payroll certification for public works projects to be completed online at https://njwages.nj.gov/ . Contractors were required to be registered prior to August 15, 2024 with public entity registration strongly encouraged. Email njwagehubinfo@dol.nj.gov for assistance with registration. In addition to the NJ Wage Hub online requirements, certified payrolls shall continue to be submitted to the municipality in the manner and process that is consistent with each body's previous receipt of certified payrolls (e.g. email, fax). Is your municipality registered with NJLWD's online certified payroll system?	[0.00] No

055	Core Competencies	Redevelopment
Upon the adoption of a resolution by a municipal governing body determining that a delineated area, or any part thereof, is an area in need of redevelopment or an area in need of rehabilitation, N.J.S.A. 40A:12A-6.b(5)(c) and 40A:12A-14.a require the municipal clerk to transmit a copy of the resolution to the Commissioner of the Department of Community Affairs for review. If the area in need of redevelopment or rehabilitation is not located in an area in which development or redevelopment is to be encouraged pursuant to any State law, the determination shall not take effect without first receiving the review and approval of the Commissioner. If the area in need of redevelopment or rehabilitation is located within an area in which development or redevelopment is encouraged pursuant to State law, the resolution shall take effect after the municipal clerk has transmitted a copy of the resolution to the Commissioner. Areas in Need of Redevelopment and Areas in Need of Rehabilitation are featured on the NJ Community Asset Map hosted on the Office of Local Planning Services webpage under "Available Data and Applications." Has your municipality submitted all resolutions designating areas in need of redevelopment or rehabilitation within the municipality to the DCA Commissioner?		[1.00] Yes
056	Core Competencies	Redevelopment
N.J.S.A. 40A:20-9.d requires an urban renewal entity with which the municipality has a financial agreement for a payment in lieu of taxes (PILOT) under the Long-Term Tax Exemption Law to submit annually, within 90 days after the close of its fiscal year, its auditor's reports to the mayor and the governing body. Does your municipality enforce the annual submission of urban renewal entity audit reports and review those reports?		[1.00] Yes
057	Core Competencies	Redevelopment
For financial agreements under the Long-Term Tax Exemption Law that were entered into on or after July 9, 2003, N.J.S.A. 40A:20-12 requires municipalities to remit to the county five percent (5%) of each quarterly installment of the annual service charge paid by the urban renewal entity to the municipality. The county portion must be included with the quarterly tax installment paid to the county pursuant to N.J.S.A. 54:4-74. Does your municipality pay over to the county its statutory share of each Long-Term PILOT entered into on or after July 9, 2003?		[1.00] Prospective
058	Core Competencies	Redevelopment
Payments In Lieu of Taxes (PILOTs) can be a useful tool for economic development. However, municipalities must monitor PILOT agreements to ensure recipients comply with all agreement terms, particularly timely payment and reporting. Does your municipality have an official designated to monitor exemptions/abatements and ensure compliance with the PILOT agreement terms?		[1.00] Yes

059	Core Competencies	Shared Services & Consolidation
N.J.S.A. 40A:65-4(b) requires a copy of each shared services agreement to be filed with the Division of Local Government Services. Has your municipality filed with the Division the most current copy of each shared services agreement under which the municipality provides one or more services to another local unit as defined by N.J.S.A. 40A:65-3 of the Uniform Shared Services and Consolidation Act? Only answer N/A if your municipality does not provide a shared service to another local unit.		[1.00] Yes
060	Unscored Survey	Shared Services & Consolidation
Local Finance Notice 2017-23 describes the avenues through which a municipality can consolidate multiple fire districts into a single fire district. If your municipality has multiple fire districts, has it recently reviewed, or is it currently reviewing, the feasibility of consolidating its multiple districts into a single district? Only answer N/A if your municipality does not have a fire district or only has a single fire district.		[0.00] N/A
061a	Unscored Survey	Shared Services & Consolidation
If your municipality currently provides a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, please select one or more of the options provided and list under Comments each municipality (and the county in which that municipality is located) along with the position being provided to that municipality. If your municipality currently provides none of these positions pursuant to a shared services agreement, select None of the Above and insert N/A into Comments.		Comment: N/A
061b	Unscored Survey	Shared Services
If the answer to Question 61a is yes, did one or more of the identified shared service agreements result in the dismissal of a tenured official? If yes, please insert under Comments 1) the position or positions where an agreement resulted in the dismissal of a tenured official; and 2) an estimate of the cost savings anticipated to be achieved by the participating municipalities at the outset of the agreement. If the answer is No or N/A, please insert "No" or "N/A" under Comments. See LFN 2018-3R for more information on this provision of the Common Sense Shared Service Act.		[0.00] No Comment: NO
062	Unscored Survey	Technology
Does your municipality routinely utilize an artificial intelligence (AI) platform in one or more of its departments?		[0.00] No
063	Best Practices	Transparency
Does your municipality maintain on its website the most recent annual financial statement (AFS) and annual audit, including any corrective action plan? Please provide the link to the webpage on which both are posted under Comments. If the answer is "No" type "Answered No" under Comments.		[0.50] Yes Comment: https://www.bogotaon

064	Best Practices	Transparency
Does your municipality maintain on its website all current labor agreements, including memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements? Please provide the link to the webpage on which current labor agreements are posted under Comments. If the answer is "No" type "Answered No" under Comments.		[0.00] No Comment: NO
065	Best Practices	Transparency
Does your municipality maintain on its website, in an easily accessible location, the municipal master plan and all past and current master plan elements (e.g. land use, housing, stormwater management plan, traffic, open space and recreation)? Please provide the link to the webpage on which the master plan information is posted under Comments. If the answer is "No" type "Answered No" in the Comments.		[0.00] No Comment: NO
066	Best Practices	Transparency
Does your municipality feature a link on its website to the Division of Taxation's Property Tax Relief Program webpage at https://www.state.nj.us/treasury/taxation/relief.shtml ?		[0.50] Yes
067	Core Competencies	Transparency
Are your municipality's codified and uncoded ordinances, including all current salary ordinances, posted on the municipality's website? Please provide the link to the webpage on which the ordinances are posted under Comments. If the answer is "No" type "Answered No" under Comments.		[1.00] Yes Comment: https://ecode360.com/
068	Core Competencies	Transparency
Does your municipality maintain on its website minutes and agendas, along with meeting dates, for the governing body, planning board, board of adjustment and all commissions? Please provide the link to the webpage on which the agendas and minutes are listed under Comments. If the answer is "No" type "Answered No" under Comments.		[1.00] Yes Comment: https://www.bogotaon.com/
069	Core Competencies	Transparency
Does your municipality maintain on its website the previous three years of adopted budgets and the current year introduced or adopted budget, inclusive of the user-friendly budget section, as required pursuant to N.J.S.A. 40A:4-10? Please provide the link to the webpage on which the budgets are posted under Comments. If the answer is "No" type "Answered No" under Comments.		[1.00] Yes Comment: https://www.bogotaon.com/
070	Core Competencies	Utilities
Section 4 of P.L. 2021, c. 317 establishes a Winter Termination Program allowing eligible residential customers to avoid service shutoff from November 15 through March 15 for non-payment of water, sewer, or electric service provided by a local unit. See Local Finance Notice 2024-17 for further details. Has your municipality notified its residential ratepayers about the Winter Termination Program in the manner required under law with respect to the utility services it provides?		[1.00] N/A



BOROUGH OF BOGOTA

ORDINANCE NO. 1645

DATE: 11-06-2025

INTRODUCTION

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
L. Kohles							
C. Carpenter							
W. Hordern							
P. McHale							
J. Mitchell							
D. Vergara							

Bond Ordinance for Improvements to Storm and Sanitary Sewers in the Amount of \$350,000"

BOND ORDINANCE TO AUTHORIZE THE UNDERTAKING OF VARIOUS IMPROVEMENTS TO STORM AND SANITARY SEWERS IN, BY AND FOR THE BOROUGH OF BOGOTA, IN THE COUNTY OF BERGEN, NEW JERSEY, TO APPROPRIATE THE SUM OF \$350,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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

Section 1. The Borough of Bogota, in the County of Bergen, State of New Jersey (the "Borough") is hereby authorized to undertake various improvements to storm and sanitary sewers in, by and for said Borough. Said improvements shall include all work, materials and appurtenances necessary and suitable therefor.

Section 2. The sum of \$350,000 is hereby appropriated to the payment of the cost of making the improvements described in Section 1 hereof (hereinafter referred to as "purpose"). Said appropriation shall



be met from the proceeds of the sale of the bonds authorized and the down payment appropriated by this ordinance. Said improvements shall be made as general improvements and no part of the cost thereof shall be assessed against property specially benefited.

Section 3. It is hereby determined and stated that (1) the making of such improvements is not a current expense of said Borough, and (2) it is necessary to finance said purpose by the issuance of obligations of said Borough pursuant to the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law"), and (3) the estimated cost of said purpose is \$350,000, and (4) \$17,000 of said sum is to be provided by the down payment hereinafter appropriated to finance said purpose, and (5) the estimated maximum amount of bonds or notes necessary to be issued for said purpose is \$333,000, and (6) the cost of such purpose, as hereinbefore stated, includes the aggregate amount of \$75,000 which is estimated to be necessary to finance the cost of such purpose, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 4. It is hereby determined and stated that moneys exceeding \$17,000, appropriated for down payments on capital improvements or for the capital improvement fund in budgets heretofore adopted for said Borough, are now available to finance said purpose. The sum of \$17,000 is hereby appropriated from such moneys to the payment of the cost of said purpose.



Section 5. To finance said purpose, bonds of said Borough of an aggregate principal amount not exceeding \$333,000 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 6. To finance said purpose, bond anticipation notes of said Borough of an aggregate principal amount not exceeding \$333,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 7. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said notes shall be signed by the Mayor and by a financial officer and shall be



under the seal of said Borough and attested by the Borough Clerk or Deputy Borough Clerk. Said officers are hereby authorized to execute said notes and to issue said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer, who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 8. It is hereby determined and declared that the period of usefulness of said purpose, according to its reasonable life, is a period of forty years computed from the date of said bonds.

Section 9. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Borough Clerk of said Borough, and that such statement so filed shows that the gross debt of said Borough, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$333,000 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. Any funds received from private parties, the County of Bergen, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purpose, shall be applied to the payment of the cost of such purpose, or, if bond anticipation notes have been issued,



to the payment of the bond anticipation notes, and the amount of bonds authorized for such purpose shall be reduced accordingly.

Section 11. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

Section 12. The Borough intends to issue the bonds or notes to finance the cost of the improvements described in Section 1 of this bond ordinance. If the Borough incurs such costs prior to the issuance of the bonds or notes, the Borough hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this bond ordinance.

Section 13. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Borough, and the Borough shall levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 14. This ordinance shall take effect twenty days after the first publication thereof after final passage.



CERTIFICATION

✓

ATTEST:

APPROVED:

Borough Clerk

Mayor

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 an Ordinance Introduction adopted by the Borough of Bogota at a meeting held on 11-06-2025.



BOROUGH OF BOGOTA

ORDINANCE NO. 1646

DATE: 11-06-25

INTRODUCTION

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
L. Kohles							
C. Carpenter							
W. Hordern							
P. McHale							
J. Mitchell							
D. Vergara							

AN ORDINANCE AMENDING CHAPTER 20 OF THE BOGOTA CODE, ENTITLED "FLOOD HAZARD PROTECTION"

WHEREAS, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq. and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and,

WHEREAS, the Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the boundaries of the Borough of Bogota, and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and,

WHEREAS, the Borough of Bogota was accepted for participation in the National Flood Insurance Program on April 1, 1982, and the Mayor and Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65, and 70 necessary for such continued participation; and,

WHEREAS, the Borough of Bogota is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and,

WHEREAS, the Borough of Bogota is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and,

WHEREAS, the Borough of Bogota had amended Chapter 20 of the Bogota Code to implement rules and regulations concerning the development and use of land in the flood fringe



area, as required pursuant to N.J.S.A.58:16A-57, and as promulgated by the New Jersey Department of Environmental Protection (NJDEP); and,

WHEREAS, the NJDEP has requested that Chapter 20 be further amended to reflect the new language set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that the following floodplain management regulations are hereby adopted as a new Chapter 20 of the Borough Code:

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This Ordinance specifically repeals and replaces Chapter 20 of the Borough Code, entitled "Flood Hazard Protection".

§20-1 SCOPE AND ADMINISTRATION

§20-1.1 Title.

These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter "Uniform Construction Code," consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter "FHACA"), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations* of Borough of Bogota (hereinafter "these regulations").

§20-1.2 Scope.

These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in §20-2 of this Chapter.

§20-1.3 Purposes and Objectives.

The purposes and objectives of these regulations are to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines;
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or



increase flood hazards.

- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

§20-1.4 Coordination with Building Codes.

Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the Borough of Bogota administer and enforce the State building codes, the Mayor and Council of the Borough of Bogota does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform Construction Code.

§20-1.5 Ordinary Building Maintenance and Minor Work.

Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement §20-3.14 of this Ordinance.

§20-1.6 Warning.

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

§20-1.7 Other Laws.

The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

§20-1.8 Violations and Penalties for Noncompliance.

No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this Ordinance and other applicable regulations.

Violation of the provisions of this Ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or



fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$1250, imprisonment for a term not exceeding ninety(90) days or a period of community service not exceeding 90 days.

Each day in which a violation of this Ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1250 may be imposed if the court has not determined otherwise, or if upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating this Ordinance within one year of the date of a previous violation of the same Ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the Ordinance, but shall be calculated separately from the fine imposed for the violation of the Ordinance.

§20-1.8.1 Solid Waste Disposal in a Flood Hazard Area.

Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2,500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

§20-1.9 Abrogation and Greater Restrictions.

These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances, including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

§20-2 APPLICABILITY

§20-2.1 General.

These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.



§20-2.2 Establishment of Flood Hazard Areas.

The Borough of Bogota was accepted for participation in the National Flood Insurance Program on April 1, 1982.

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file with the Bogota Construction Official, at 375 Larch Ave, Bogota, NJ 07603.

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “Flood Insurance Study, Bergen County, New Jersey (All Jurisdictions)” dated August 28, 2019 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 2.2(1) whose top level document (appendix map) effective date is August 28, 2019 are hereby adopted by reference.

Table 2.2(1)

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34003C0193	August 28, 2019	H			
34003C0194	August 28, 2019	H			
34003C0256	August 28, 2019	H			
34003C0257	August 28, 2019	H			

- 2) **Federal Best Available Information.** The Borough of Bogota shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this Ordinance must also be considered. These studies are listed on FEMA’s Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 2.2(2)



Map Panel #	Preliminary Date	Map Panel #	Preliminary Date
34003C0193J	August 29, 2014		
34003C0194J	August 29, 2014		
34003C0256J	August 29, 2014		
34003C0257J	August 29, 2014		

- 3) **Other Best Available Data.** The Borough of Bogota shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the Borough of Bogota. Other “best available information” may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in §20-2.2 (1) and (2), above. This information shall be used for floodplain regulation purposes only.
- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the “Flood Hazard Area Control Act Design Flood Elevation”, as defined in §20-9, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. An FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers.

Table 2.2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
Hackensack Rv	Q0000020	HR-6

§20-2.3 Establishing the Local Design Flood Elevation (LDFE).

The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined in §20-2.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, Coastal A, and V zones, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this Ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in §20-2.2, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or



- 2) For any undelineated watercourse (where mapping or studies described in §20-2.2 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:
 - a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or
 - b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to §20-5.2 and –20-5.3.
- 3) AO Zones – For Zone AO areas on the Borough’s FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.
- 5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 foot of freeboard in accordance with ASCE 24.

§20-3 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

§20-3.1 Floodplain Administrator Designation.

The Bogota Construction Official is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

§20-3.2 General.

The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to §20-7 of these regulations.



§20-3.3 Coordination.

The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

§20-3.4 Duties.

The duties of the Floodplain Administrator shall include but are not limited to the following:

- (1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in §20-2 of these regulations.
- (2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices, and materials that minimize flood damage.
- (3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (4) Determine whether additional flood hazard data shall be obtained or developed.
- (5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
- (6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to §20-3.14 of these regulations.
- (7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to §20-7 of this Chapter.
- (9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (11) Inspect development in accordance with §20-6 of these regulations and inspect flood hazard areas to determine if development is undertaken without issuance of permits.
- (12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with §20-7 of this Chapter.



- (13) Cite violations in accordance with §20-8 of this Chapter.
- (14) Notify the Federal Emergency Management Agency when the corporate boundaries of the Borough of Bogota have been modified.
- (15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in §20-2.2.

§20-3.5 Use of Changed Technical Data.

The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

§20-3.6 Other Permits.

It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

§20-3.7 Determination of Local Design Flood Elevations.

If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

- (1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or
- (2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in §20-2.2 and §20-2.3 respectively. This information shall be provided to the Construction Official and documented according to §20-3.15.

§20-3.8 Requirement to Submit New Technical Data.



Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

§20-3.9 Activities in Riverine Flood Hazard Areas.

In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement, or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

§20-3.10 Floodway Encroachment.

Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development, or land-disturbing-activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

§20-3.10.1 Floodway Revisions.

A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

§20-3.11 Watercourse Alteration.

Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

§20-3.11.1 Engineering Analysis.

The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.



§20-3.12 Alterations in Coastal Areas.

The excavation or alteration of sand dunes is governed by the New Jersey Coastal Zone Management (CZM) rules, N.J.A.C. 7:7. Prior to issuing a flood damage prevention permit for any alteration of sand dunes in coastal high hazard areas and Coastal A Zones, the Floodplain Administrator shall require that a New Jersey CZM permit be obtained and included in the flood damage prevention permit application. The applicant shall also provide documentation of any engineering analysis, prepared by a licensed professional engineer, that demonstrates that the proposed alteration will not increase the potential for flood damage.

§20-3.13 Development in Riparian Zones.

All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this Ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this Ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

§20-3.14 Substantial Improvement and Substantial Damage Determinations.

When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- (1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in §20-1.5, performed in the floodplain regulated by this Ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- (3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.



- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. This determination requires the evaluation of previous permits issued for improvements and repairs over a period of 10 years prior to the permit application or substantial damage determination as specified in the definition of substantial improvement. This determination shall also include the evaluation of flood related damages over a 10 year period to determine if the costs of repairs at the times of each flood constitutes a repetitive loss as defined by this Ordinance.
- (5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant in writing when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

§20-3.15 Department Records.

In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

§20-3.16 Liability.

The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by



that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

§20-4 PERMITS

§20-4.1 Permits Required.

Any person, owner, or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

§20-4.2 Application for Permit.

The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in §20-5 of this Chapter, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

§20-4.3 Validity of Permit.

The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

§20-4.4 Expiration.

A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable



cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

§20-4.5 Suspension or Revocation.

The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

§20-5 SITE PLANS AND CONSTRUCTION DOCUMENTS

§20-5.1 Information for Development in Flood Hazard Areas.

The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries, and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with §20-5.2.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with §20-5.2(3) of this Chapter.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A zones, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.
- (7) Extent of any proposed alteration of sand dunes.
- (8) Existing and proposed alignment of any proposed alteration of a watercourse.
- (9) Floodproofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans, and other documentation required pursuant to FEMA publications.



The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

§20-5.2 Information in Flood Hazard Areas Without Base Flood Elevations (approximate Zone A).

Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- (1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.
- (2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- (3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, The applicant shall be responsible for satisfying the submittal requirements and paying the processing fees.

§20-5.3 Analyses and Certifications by a Licensed Professional Engineer.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in §20-5.4 of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not



- been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in §20-5.4 of these regulations. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.
 - (4) For activities that propose to alter sand dunes in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage and documentation of the issuance of a New Jersey Coastal Zone Management permit under N.J.A.C. 7:7.
 - (5) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

§20-5.4 Submission of Additional Data.

When additional hydrologic, hydraulic, or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

§20-6 INSPECTIONS

§20-6.1 General.

Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

§20-6.2 Inspections of Development.

The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.



§20-6.3 Buildings and Structures.

The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- 1) **Lowest Floor Elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in §20-15.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 2) **Lowest Horizontal Structural Member.** In V Zones and Coastal A zones, upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in §20-15.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 3) **Installation of Attendant Utilities.** Electrical, heating, ventilating, air-conditioning, and other service equipment and sanitary facilities elevated as discussed in §20-15.2.
- 4) **Final Inspection.** Prior to the final inspection, certification of the elevation required in §20-15.2 shall be submitted to the Construction Official on an Elevation Certificate.

§20-6.4 Manufactured Homes.

The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

§20-7 VARIANCES

§20-7.1 General.

The Planning Board/Zoning Board of Adjustment shall hear and decide requests for variances. The Planning Board/Zoning Board of Adjustment shall base its determination on technical justifications submitted by applicants, the considerations for issuance in §20-7.5, the conditions of issuance set forth in §20-7.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Construction Official. The Planning Board/Zoning Board of Adjustment has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

§20-7.2 Historic Structures.

A variance to the substantial improvement requirements of this Ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this



Ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

§20-7.3 Functionally Dependent Uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

§20-7.4 Restrictions in Floodways.

A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in §20-5.3(1) of these regulations.

§20-7.5 Considerations.

In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.
- (6) The compatibility of the proposed development with existing and anticipated development.
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater, and the effects of wave action, where applicable, expected at the site.
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets, and bridges.



§20-7.6. Conditions for Issuance.

Variances shall only be issued upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- (2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

§20-8 VIOLATIONS

§20-8.1 Violations.

Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, the lowest horizontal structural member if in a V or Coastal A Zone, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

§20-8.2 Authority.

The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

§20-8.3 Unlawful Continuation.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

§20-8.4 Review Period to Correct Violations.



A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1,250.00 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

§20-9 DEFINITIONS

§20-9.1 General.

The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

§20-9.2 Definitions

30 DAY PERIOD – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

100 YEAR FLOOD ELEVATION – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

500 YEAR FLOOD ELEVATION – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

A ZONES – Areas of ‘Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

AH ZONES– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

AO ZONES – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

ACCESSORY STRUCTURE – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For



example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

AGRICULTURAL STRUCTURE - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other non-residential building. Under some circumstances it may be appropriate to wet-floodproof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-floodproofing requirements of 44 CFR 60.3(c)(3).

AREA OF SHALLOW FLOODING – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD – see SPECIAL FLOOD HAZARD AREA

ALTERATION OF A WATERCOURSE – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].



BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the “100-year flood elevation”.

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA- The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures. A completed certification must be submitted at permit application.

BUILDING – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

COASTAL A ZONE – An Area of Special Flood Hazard starting from a Velocity (V) Zone and extending up to the landward Limit of the Moderate Wave Action delineation. Where no V Zone is mapped the Coastal A Zone is the portion between the open coast and the landward Limit of the Moderate Wave Action delineation. Coastal A Zones may be subject to wave effects,



velocity flows, erosion, scour, or a combination of these forces. Construction and development in Coastal A Zones is to be regulated similarly to V Zones/Coastal High Hazard Areas except as allowed by ASCE 24.

COASTAL HIGH HAZARD AREA – An Area of Special Flood Hazard inclusive of the V Zone extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

CONDITIONAL LETTER OF MAP REVISION - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CONDITIONAL LETTER OF MAP REVISION - FILL -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CRITICAL BUILDING – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

DEEP FOUNDATIONS – Per ASCE 24, deep foundations refer to those foundations constructed on erodible soils in Coastal High Hazard and Coastal A Zones which are founded on piles, drilled shafts, caissons, or other types of deep foundations and are designed to resist erosion and



scour and support lateral and vertical loads as described in ASCE 7. Foundations shall extend to 10 feet below Mean Water Level (MWL) unless the design demonstrates that pile penetration will provide sufficient depth and stability as determined by ASCE 24, ASCE 7, and additional geotechnical investigations if any unexpected conditions are encountered during construction.

DEVELOPMENT – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

DRY FLOODPROOFING – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ELEVATED BUILDING – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

ELEVATION CERTIFICATE – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCROACHMENT – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

FEMA PUBLICATIONS – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

FLOOD OR FLOODING

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 1. The overflow of inland or tidal waters.
 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 3. Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.



- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD HAZARD AREA DESIGN FLOOD ELEVATION – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA's base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

FLOOD INSURANCE RATE MAP (FIRM) – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODPLAIN OR FLOOD PRONE AREA – Any land area susceptible to being inundated by water from any source. See "FLOOD OR FLOODING."

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODPROOFING CERTIFICATE – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest



adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at permit application.

FLOODWAY – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

HABITABLE BUILDING– Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

HARDSHIP – As related to §20-7 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The Planning Board/Zoning Board of Adjustment requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.



HISTORIC STRUCTURE – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved State program as determined by the Secretary of the Interior; or
 2. Directly by the Secretary of the Interior in States without approved programs.

LAWFULLY EXISTING – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered “lawfully existing” for the purposes of the NFIP. This definition is included in this Ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

LETTER OF MAP AMENDMENT - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP CHANGE – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on a Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of



Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

LETTER OF MAP REVISION - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP REVISION – FILL -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

LICENSED DESIGN PROFESSIONAL – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

LICENSED PROFESSIONAL ENGINEER - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

LIMIT OF MODERATE WAVE ACTION (LiMWA) – Inland limit of the area affected by waves greater than 1.5 feet during the Base Flood. Base Flood conditions between the VE Zone and the LiMWA will be similar to, but less severe than those in the VE Zone.

LOCAL DESIGN FLOOD ELEVATION (LDFE) – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.



LOWEST ADJACENT GRADE – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

LOWEST FLOOR – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

LOWEST HORIZONTAL STRUCTURAL MEMBER - In an elevated building in a Coastal A or Coastal High Hazard Zone, the lowest beam, joist, or other horizontal member that supports the building is the lowest horizontal structural member. Grade beams installed to support vertical foundation members where they enter the ground are not considered lowest horizontal members.

MANUFACTURED HOME – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MARKET VALUE – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the tax assessor's office, or (3) established by a qualified independent appraiser.

NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

NON-RESIDENTIAL – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.



ORDINARY MAINTENANCE AND MINOR WORK – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

RECREATIONAL VEHICLE – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

REPETITIVE LOSS – any flood-related damage sustained by a structure on two separate occasions during a 10 year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

RESIDENTIAL – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
- c. Institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

SOLID WASTE DISPOSAL – “Solid Waste Disposal” shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped,



spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

SPECIAL FLOOD HAZARD AREA – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

START OF CONSTRUCTION – The Start of Construction is as follows:

- a. **For Other than New Construction or Substantial Improvements**, under the Coastal Barrier Resources Act (CBRA), this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National



Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

STRUCTURE – A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place over a 10 year period, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. This term also includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

V ZONE CERTIFICATE - A certificate that contains a certification signed by a licensed design professional certifying that the designs, plans, and specifications and the methods of construction in V Zones and Coastal A Zones are in accordance with accepted standards of practice. This certificate also includes an optional Breakaway Wall Design Certification for enclosures in these zones below the Best Available Flood Hazard Data Elevation. A completed certification is required at permit application.



V ZONES – Areas of Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation in any given year shown on the Flood Insurance Rate Map (FIRM) zones V1-V30 and VE and is referred to as the Coastal High Hazard Area.

VARIANCE – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

VIOLATION – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATERCOURSE. A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

WET FLOODPROOFING – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

§20-10 SUBDIVISIONS AND OTHER DEVELOPMENTS

§20-10.1 General.

Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric, and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

§20-10.2 Subdivision Requirements.



Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) The flood hazard area, including floodways, coastal high hazard areas, and Coastal A Zones, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.
- (2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- (3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

§20-11 SITE IMPROVEMENT

§20-11.1 Encroachment in Floodways.

Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with §20-5.3(1) of these regulations, that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If §20-5.3(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with §20-15.2 of this Ordinance and the floodway requirements of N.J.A.C. 7:13.

§20-11.1.1 Prohibited in Floodways.

The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

§20-11.2 Coastal High Hazard Areas (V Zones) and Coastal A Zones.

In Coastal High Hazard Areas and Coastal A Zones:

- (1) New buildings shall only be authorized landward of the reach of mean high tide.
- (2) The placement of manufactured homes shall be prohibited except in an existing manufactured home park or subdivision.
- (3) Basements or enclosures that are below grade on all sides are prohibited.
- (4) The use of fill for structural support of buildings is prohibited.

§20-11.3 Sewer Facilities.

All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.



§20-11.4 Water Facilities.

All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

§20-11.5 Storm Drainage.

Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

§20-11.6 Streets and Sidewalks.

Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

§20-11.7 Limitations on Placement of Fill.

Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

§20-11.8 Limitations on sites in coastal high hazard areas (V Zones) and Coastal A Zones.

In coastal high hazard areas and Coastal A Zones, alteration of sand dunes shall be permitted only when the engineering analysis required by Section 20-5.3(4) of these regulations demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 20-15.9(3) of these regulations and as permitted under the NJ Coastal Zone Management Rules (N.J.A.C. 7:7).

§20-11.9 Hazardous Materials.

The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

§20-12 MANUFACTURED HOMES

§20-12.1 General.

All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).



§20-12.2 Elevation.

All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in §20-15.2.

§20-12.3 Foundations.

All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

§20-12.4 Anchoring.

All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

§20-12.5 Enclosures.

Fully enclosed areas below elevated manufactured homes shall comply with the requirements of §20-15.2.

§20-12.6 Protection of Mechanical Equipment and Outside Appliances.

Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in §20-15.2 of these regulations.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by §20-15.2, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

§20-13 RECREATIONAL VEHICLES

§20-13.1 Placement Prohibited.



The placement of recreational vehicles shall not be authorized in coastal high hazard areas and in floodways.

§20-13.2 Temporary Placement.

Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

§20-13.3 Permanent Placement.

Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of §20-15.2 for habitable buildings and §20-12.3.

§20-14 TANKS

§20-14.1 Tanks.

Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

§20-15 OTHER DEVELOPMENT AND BUILDING WORK

§20-15.1 General Requirements for Other Development and Building Work.

All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of §20-5.3(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to §20-2.3;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to §20-2.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
 - i. Specifically allowed below the Local Design Flood Elevation; and
 - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.



- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

§20-15.2 Requirements for Habitable Buildings and Structures.

- 1) Construction and Elevation in A Zones not including Coastal A Zones.
 - a. No portion of a building is located within a V Zone.
 - b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE 24, Chapter 4.
 - c. All new construction and substantial improvement of any habitable building (as defined in §20-9) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in §20-2.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.
 - d. All new construction and substantial improvements of non-residential structures shall:
 - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in §20-2.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate; or
 - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
 - 1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
 - 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
 - e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
 - i. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of



the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;

- ii. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of §20-15.2(1)(d)ii are met;
- iii. Be constructed to meet the requirements of ASCE 24 Chapter 2;
- iv. Have openings documented on an Elevation Certificate; and
- v. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
 - 1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
 - 2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
 - 3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

2. Construction and Elevation in V Zones and Coastal A Zones.

- a. All new construction and substantial improvements shall be constructed according to structural designs, plans and specifications conforming with ASCE 24 Chapter 4 which are signed by a licensed design professional and certified by that individual in a V Zone Certificate.
- b. All new construction and substantial improvement of any habitable building (as defined in Section 20-9) located in coastal high hazard areas shall have the lowest horizontal structural member, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to the Local Design Flood Elevation as determined in Section 20-2.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.
- c. All new construction and substantial improvements of non-residential structures shall:
 - i. Have the lowest horizontal structural member, including basement,



together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 20-2.3, be in conformance with ASCE 24 Chapter 7, and be confirmed by an Elevation Certificate; or

- ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
 1. Meets the requirements of ASCE 24 Chapters 4 and 7; and
 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
- d. All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. All breakaway walls shall be constructed according to structural designs, plans and specifications conforming with ASCE 24 Chapter 4, signed by a licensed design professional, and certified by that individual in a Breakaway Wall Certificate.
- e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
 - i. Be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited.
 - ii. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 20-15.2(2)(c)(ii) are met;
 - iii. Be constructed to meet the requirements of ASCE 24 Chapter 4;
 - iv. Have openings documented on an Elevation Certificate and have breakaway wall construction documented on a Breakaway Wall Certificate unless the requirements of 20-15.2(2)(c)(ii) are met for a non-residential structure; and
 - v. Have documentation that a deed restriction has been obtained for the lot if the



enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:

1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
 2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
 3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;
- f. For new construction or substantial improvements, enclosures shall be less than 295 square feet in size.

§20-15.3 Garages and Accessory Storage Structures.

Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

§20-15.4 Fences.

Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of §20-5.3(1) of these regulations. Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in §20-7 of this Chapter.

§20-15.5 Retaining Walls, Sidewalks, and Driveways.

Retaining walls, sidewalks, and driveways that involve placement of fill in floodways shall meet the requirements of §20-5.3(1) of this Chapter and N.J.A.C. 7:13.

§20-15.6 Swimming Pools.

Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of §20-5.3(1) of this Chapter. Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.



§20-15.7 Roads and Watercourse Crossings.

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of §20-5.3(1) of this Chapter.

§20-15.8 Other Development in Coastal High Hazard Areas (Zone V) and Coastal A Zones.

In Coastal High Hazard Areas (V Zones) and Coastal A Zones, development activities other than buildings and structures shall be permitted only when also authorized by the appropriate Federal, State or local authority; when located outside the footprint of, and not structurally attached to, buildings and structures; and when analyses prepared by a licensed professional engineer demonstrates no harmful diversion of floodwater or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the base flood or otherwise function to avoid obstruction of floodwater; and
3. On-site filled or mound sewage systems.

§20-15.9 Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only when an analysis prepared by a licensed professional engineer demonstrates no harmful diversion of floodwater or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
3. Sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection where the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.



§20-16 TEMPORARY STRUCTURES AND TEMPORARY STORAGE

§20-16.1 Temporary Structures.

Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

§20-16.2 Temporary Storage.

Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

§20-16.3 Floodway Encroachment.

Temporary structures and temporary storage in floodways shall meet the requirements of §20-5.3(1) of this Chapter.

§20-17 UTILITY AND MISCELLANEOUS GROUP U

§20-17.1 Utility and Miscellaneous Group U.

In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

§20-17.2 Flood Loads.

Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in §20-2.3.

§20-17.3 Elevation.

Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in §20-2.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

§20-17.4 Enclosures Below Base Flood Elevation.

Fully enclosed areas below the design flood elevation shall be constructed in accordance with §20-15.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with



the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

§20-17.5 Flood-Damage Resistant Materials.

Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in §20-2.3.

§20-17.6 Protection of Mechanical, Plumbing, and Electrical Systems.

Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in §20-2.3.

Exception: Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 3. SEVERABILITY.

Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

SECTION 4. EFFECTIVE DATE.

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



CERTIFICATION

✓

ATTEST:

APPROVED:

Borough Clerk

Mayor

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 an Ordinance Introduction adopted by the Borough of Bogota at a meeting held on 11-06-25.



BOROUGH OF BOGOTA

ORDINANCE NO. 1647

DATE: 11-6-25

INTRODUCTION

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
L. Kohles							
C. Carpenter							
W. Hordern							
P. McHale							
J. Mitchell							
D. Vergara							

AN ORDINANCE TO AMEND CHAPTER 9 OF THE BOGOTA CODE ENTITLED “BUILDING AND HOUSING”

Building Department Fee Schedule

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

WHEREAS, Section 9-1.3 of the Bogota Borough Code sets forth the schedule of fees for various permits within the Borough; and,

WHEREAS, Bogota Building Department has identified permit fees that are in need of updating to be in line with surrounding communities; and,

WHEREAS, the Mayor and Council have accepted the recommendations of the Building Department and agreed to implement same.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 9 of the Bogota Code is hereby amended as follows:

SECTION 1: AMENDMENT TO SECTION 9-1.3, ENTITLED “FEES”.

Section 9-1.3, entitled “Fees” is hereby deleted in its entirety and replaced with the following:

§ 9-1.3. Fees.

- a. The fee for a construction permit shall be the sum of the subcode fees listed as follows and shall be paid before the permit is issued. All fees established under the New Jersey Uniform Construction Code shall apply unless addressed in this Chapter.

A minimum fee shall be seventy-five (\$75.00) dollars. Otherwise,



1. The building subcode fee shall be as follows:
 - (a) For new construction \$.040 cents per cubic foot of building or structure volume; provided that the minimum fee shall be one hundred fifty (\$150.00) dollars. Minimum fee shall be seventy-five (\$75.00) dollars.
 - (b) For renovations, alterations, and repairs, twenty-five (\$25.00) dollars per one thousand (\$1,000.00) dollars or a fraction thereof of the estimated cost of work, from fifty thousand one (\$50,001.00) dollars to and including one hundred thousand (\$100,000.00) dollars, the additional fee shall be in the amount of twenty-one (\$21.00) dollars per one thousand (\$1,000.00) dollars of the estimated cost of work above fifty thousand (\$50,000.00) dollars. Above one hundred thousand (\$100,000.00) dollars, the additional fee shall be in the amount of seventeen (\$17.00) dollars per one thousand (\$1,000.00) dollars; provided that the minimum fee shall be seventy-five (\$75.00) dollars.
 - (c) For additions, \$0.06 cents per cubic foot of building or structure volume for added portion: provided that minimum fee shall be seventy-five (\$75.00) dollars.
 - (d) For combinations of renovations and additions, the sum of the fees computed separately as renovations and additions.
 - (e) For the purpose of determining estimated cost, the applicant shall submit to the enforcing agency, if requested, the cost data produced by the architect or engineer of record, or by a recognized estimating firm, or by the contractor, a bona fide contractor's bid, if required, shall be submitted. The enforcing agency will make final decision regarding estimated cost.
 - (f) The fees shall be computed as a unit rate per one thousand (\$1,000.00) dollars of estimated cost. All fees shall be rounded to the nearest dollar amount.
 - (g) The fee for solar shall be \$125.00
 - (h) The fees for fences, retaining walls, and sheds shall be:
 - Residential Fences Under 6 Feet: \$75.00
 - Commercial Fences Under 6 Feet: \$100.00
 - All Fences Greater than 6 Feet: \$125.00
 - Retaining Walls Up to 550 Square Feet: \$200.00
 - Retaining Walls Over 550 Square Feet: \$250.00
 - Sheds: \$60.00
2. Surcharge fee. In order to provide for the training, certification, and technical support programs required by the Uniform Construction Code Act and the applicable regulations, the enforcing agency shall collect in addition to the fees specified above, a surcharge fee of \$.0016 per cubic foot of volume of new construction, and \$.0008 per one thousand (\$1,000.00) dollars of estimated cost for all alterations.
3. There shall be no fee for a certificate of approval issued pursuant to N.J.A.C. 5:23-2.23(j).
4. Fees for certificate of occupancy –New construction.
 - (a) New residence: \$100.00
 - (b) Addition to residence: \$50.00
 - (c) For all other use groups up to 10,000 sq. ft.: \$150.00
 - (d) Over 10,000 sq. ft.: \$250.00
5. Fees for certificate of continuing occupancy (C.C.O.) – existing building – shall be based upon the amount of time remaining before the change of occupant is expected as follows:



- (a) Fees for requests for a C.C.O. received more than twenty (20) business days prior to the change of occupant shall be computed in accordance with the following schedule:
 - (1) Apartments in buildings with three (3) or more dwelling units: \$60.00
 - (2) Sale or rental of:
 - One-family dwelling: \$100.00
 - Two-family dwelling: \$150.00
 - (3) Mercantile or office uses: \$150.00
 - (4) Industrial and warehouse uses: \$175.00
 - (b) The fees for a temporary, ninety (90) day maximum, non-extendable certificate of occupancy shall be one-half (1/2) of the above fee schedule plus one hundred twenty (120%) percent bond in the sum of the unfinished work.
 - (c) Fees for requests for a C.C.O. received ten (10) to twenty (20) days prior to the change of occupant shall be double the fees set forth in paragraphs (a)(1) through (a)(4) of this subsection.
 - (d) Fees for requests for a C.C.O. received less than ten (10) days prior to the change of occupant shall be triple the fees set forth in paragraphs (a)(1) through (a)(4) of this subsection.
6. Demolition fees: The fee for a permit for the demolition of a building or structure shall be:
- (a) Residential use:
 - (1) One- and two-family: \$150.00
 - (2) Garage- one- and two-car: \$65.00
 - (b) Commercial/industrial:
 - (1) Buildings: \$300.00
 - (2) Garages: \$100.00
 - (c) The fee for a permit for the removal of a building or structure from one (1) lot to another or to a new location on the same lot shall be eighteen (\$18.00) dollars per one thousand (\$1,000.00) dollars of the sum of the estimated cost for moving, for new foundation, and for placement in a completed condition in the new location, provided that the minimum fee shall be one hundred fifty (\$150.00) dollars.
7. Sign permit fees: The fee for a sign permit shall be:
- (a) The fee for nonilluminated sign is \$4.00 per square foot, with a minimum fee of \$65.00
 - (b) For double-faced signs, the same fee applies as for single-faced signs.
 - (c) For illuminated signs, the fees in subsection 9-1.3a7(a) apply in addition to the electrical subcode fees that apply.
8. The plumbing subcode fee shall be as follows:
- (a) The minimum fee is fifty (\$50.00) dollars.
 - (b) Twenty (\$20.00) dollars for every plan filed, showing one (1) soil, waste or vent stack.
 - (c) (Reserved)
 - (d) Thirty (\$30.00) dollars for every residential plumbing fixture; thirty (\$30.00) dollars for every commercial plumbing fixture.
 - (e) Seventy-Five (\$75.00) dollars for every permit issued for a connection of the public sewer, either original or repair, including original inspection.



- (f) Seventy-five (\$75.00) dollars for every permit issued to connect storage tanks, water heaters (supplied with or without tanks), or any device or equipment which requires potable water.
 - (g) Seventy-five (\$75.00) dollars for a commercial water heater; seventy-five (\$75.00) dollars for a residential domestic water heater.
 - (h) Seventy-Five (\$75.00) dollars for a water utility connection.
 - (i) Thirty-five (\$35.00) dollars for gas piping and/or service.
9. The plumbing subcode fee for special devices shall be as follows:
- (a) Seventy-five (\$75.00) dollars for every device, included are: grease traps, oil separators, sewer ejectors, and water cooled air-conditioning units, backflow device, sewer pump, interceptor/separator, hot water boiler, steam boiler, steam unit, compressor, condensate, chimney liner.
 - (b) Thirty (\$30.00) dollars for every pressure device.
10. The fire subcode fees shall be as follows:
Minimum fee shall be: \$50.00
- (a) Standpipe system:
 - (1) Up to 2A 1/2 inches in diameter: \$75.00
 - (2) 2A 1/2 inches to 4 inches: \$150.00
 - (3) Over 4 inches up to less than 6 inches: \$200.00
 - (4) 6 inches and over: \$300.00For multiple standpipes – multiply number of standpipes times fee.
 - (b) Suppression heads and detectors: Fee shall be computed based on the number of sprinkler heads as follows:
 - (1) 1–10: \$80.00
 - (2) 11–20: \$100.00
 - (3) 21–50: \$125.00
 - (4) 51–100: \$175.00
 - (5) 101–200: \$250.00
 - (6) 201–400: \$500.00
 - (7) (Reserved)
 - (8) Central control station plus fee for each detector: \$50.00
 - (9) Manual fire alarm system: \$50.00
 - (10) Fire Alarm Control Panel (FAC): \$150.00
 - (11) Fire protection signaling system: \$200.00
 - (12) Combination of automatic and manual alarm system: \$125.00
 - (13) Halon extinguishing system (does not include electric): \$125.00
11. Suppression system for cooking operations:
- (a) Fee for each independent pre-engineered system: \$75.00
 - (b) Hood and duct exhaust system (each): \$50.00
12. The fire protection subcode fees for gas heating HVAC appliances, fireplaces and wood stoves shall be as follows:
- (a) Commercial or public building and all apartments, installation or conversion each unit: \$75.00



- (b) Residential building installation or conversion each unit: \$75.00
 - (c) Washer/Dryer: \$35.00
 - (d) (Reserved)
 - (e) (Reserved)
 - (f) (Reserved)
 - (g) (Reserved) Includes all gas burning equipment such as furnaces, dryers, ovens, space heaters, etc., except domestic hot water heaters.
13. The fire protection subcode fees for oil burner and oil storage equipment shall be as follows:
- (a) Commercial or public building and all apartments, installation or conversion each unit: \$50.00
 - (b) Residential building installation or conversion each unit: \$50.00
 - (c) (Reserved)
 - (d) (Reserved)
 - (e) (Reserved)
 - (f) (Reserved)
 - (g) (Reserved)
- All other tanks: (gasoline diesel):
- (h) Up to 999 gallons: \$150.00
 - (i) Up to 2,999 gallons: \$275.00
 - (j) Up to 4,999 gallons: \$400.00
 - (k) 5,000 gallons to 11,999 gallons: \$500.00
 - (l) 12,000 gallons to 20,000 gallons: \$700.00
14. (Reserved)
15. The electrical subcode fees shall be as follows:

Minimum fee shall be: \$65.00

- (a) Rough wiring:

Switches, lighting, outlets	
1-50	\$75.00
Each additional 25 add	\$30.00

- (b) Motors and electrical devices:

1 hp to 10 hp	\$50.00
Up to 50 hp	\$100.00
Up to 100 hp	\$200.00
Over 100 hp	\$550.00

- (c) Transformers and generators:

Over 1 kW up to 10.0 kW	\$65.00
Up to 45.0 kW	\$100.00
Up to 112.5 kW	\$200.00
Over 112.5 kW	\$550.00



(d) Service meter equipment/feeders/subpanels each:

Up to 200 amps	\$65.00
Up to 1,000 amps	\$150.00
Over 1,000 amps	\$500.00

(e) Swimming pool bonding:

Outlets/feeders/motors	\$100.00
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(f) Annual visual pool inspection: \$75.00

(g) Photovoltaic System

1-20 Panels	\$65.00
Each Additional 20 Panels	\$30.00

1 to 10KW	\$60.00
11 to 50 KW	\$100.00
51 to 100 KW	\$125.00
Greater than 100 KW	\$600.00

(h) A/C/ Units

- (1) Residential: \$90.00
- (2) Commercial: \$125.00
- (3) All other solar components: \$65.00 each

16. Elevator safety subcode: The borough hereby relinquishes the responsibility for the administration and enforcement of the elevator safety subcode to the State of New Jersey Department of Community Affairs and transfers those functions to the New Jersey Department of Community Affairs, as authorized by N.J.A.C. 5:23-4.3(c)(2).
17. (Reserved)
18. A fee of thirty (\$30.00) dollars shall be assessed for each reinspection required due to noncompliance with code standards.
19. A fee of \$30.00 for the first 30 days, and then \$10.00 per day for additional days shall be assessed for Dumpsters present on Private Property.
20. The mechanical subcode fees shall be as follows:
- (a) The minimum fee is fifty (\$50.00) dollars
 - (b) Water heaters: \$75.00
 - (c) Fuel oil piping connections: \$50.00



- (d) Gas piping connections: \$35.00
- (e) Steam boiler: \$75.00
- (f) Hot water boiler: \$75.00
- (g) Hot air furnace: \$75.00
- (h) Oil tank installation - up to 275 gallons: \$200.00
- (i) Oil tank installation - 276 through 2,000 gallons: \$400.00
- (j) HVAC unit, per unit: \$75.00
- (k) Fireplace/Woodstove: \$60.00
- (l) Oil tank with piping: \$80.00
- (m) LPG tank: \$75.00
- (n) Chimney liner: \$75.00
- (o) New installations fireplaces, solid fuel stoves, boilers, furnaces, a/c, HVAC, generators, chimneys and chimney re-linings for R3/R5, per unit, each additional unit over the initial price for each category listed above per unit: \$40.00

SECTION 2: SEVERABILITY.

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

SECTION 3: INCONSISTENCY.

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

SECTION 4: ADOPTION.

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

CERTIFICATION

✓

ATTEST:

APPROVED:

Borough Clerk

Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance Introduction adopted by the Borough of Bogota at a meeting held on 11-6-25.



BOROUGH OF BOGOTA

ORDINANCE NO. 1648

DATE: 11-06-25

INTRODUCTION

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
L. Kohles							
C. Carpenter							
W. Hordern							
P. McHale							
J. Mitchell							
D. Vergara							

AN ORDINANCE TO AMEND CHAPTER 9 OF THE BOGOTA CODE ENTITLED “BUILDING AND HOUSING”

Sidewalk Easement Maintenance

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

WHEREAS, the Bogota Building Department has recommended that Chapter 9 be amended to include provisions for the maintenance of sidewalk adjacent property easements (i.e. the area between the sidewalk and curb) in the Borough; and,

WHEREAS, the Mayor and Council have accepted the recommendations of the Building Department and seeks to implement same.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 9 of the Bogota Borough Code be amended as follows:

SECTION 1: AMENDMENT TO SECTION 9-2.9, ENTITLED “MAINTENANCE OF SIDEWALK, CURBING; ELIMINATION OF RUBBISH”.

Section 9-2.9, entitled “Maintenance of Sidewalk, Curbing; Elimination of Rubbish” is hereby deleted in its entirety and replaced with the following:

1. The owner, agent, lessee, tenant, occupant or other person who manages or controls a building or lot shall be jointly and severally responsible for keeping the sidewalk, flagging and curbstone abutting the premises free from obstructions and nuisances and for keeping the sidewalk,



flagging and curbstone and the airshafts, areaways, backyards, courts, parking lots, alleys or lot clean and free from garbage, refuse, rubbish, litter, junk cars and other offensive matter or accumulations of stagnant water.

2. All Sidewalk Adjacent Property Easements (i.e. the area between the sidewalk and curb) shall be maintained by the owner, agent, lessee, tenant, occupant or other person who manages or controls a building or lot. This includes trimming of all grass, removal of all weeds and debris, and keeping the easements clear of all obstructions.
 - a. No temporary structures shall be placed on the Sidewalk Adjacent Property Easement. This includes items such as basketball stands.
 - b. All Sidewalk Adjacent Property Easements shall be made up of the following:
 - i. Grass (natural only; no turf, artificial grass or ornamental grass)
 - ii. Concrete, as a continuation of the sidewalk, however the concrete shall match the current concrete sidewalk.
 - iii. Paving blocks placed level with the sidewalk.
 - c. No Sidewalk Adjacent Property Easements within the Borough shall be made up of the following:
 - i. Rocks or stones of any kind.
 - ii. Blacktop or asphalt.
 - iii. Garden mulch of any kind.
 - iv. Flag stone or slate, unless same is a continuation a preexisting slate sidewalk.
 - d. No plants, shrubs, or bushes of any kind shall be permitted in a sidewalk adjacent property easement. Only potted flower plants or shrubs placed for decorative purposes by the Bogota DPW may be permitted.
 - e. Exemptions: Any Sidewalk Adjacent Property Easement not in compliance with subsections 2(b), 2(c) and 2(d) shall be exempt from the provisions of this Section until a permit is obtained from the Bogota Building Department in accordance with Section 14-2 of the Code.
 - f. The following list contains acceptable items allowed on all Sidewalk Adjacent Property Easements:
 - i. Lighting poles placed by the current utility provider.
 - ii. Street sign placed by the Bogota DPW.
 - iii. Garbage receptacles placed by the Bogota DPW or Borough authorized provider.



- iv. Mailboxes placed by the US Postal Service.
- v. Shade trees planted by the Bogota DPW.
- vi. Trash/recyclables/yard waste or white goods placed for pick up on authorized days. However, all items listed in paragraph f(6) shall follow standard Borough guideline for authorized pick up. No items for pick up shall remain on the Sidewalk Adjacent Property Easements over the weekend or holidays.
- g. Upon discovery of violation of this section, notice shall be given to the owner, agent, lessee, tenant, occupant or other person who manages or controls a building or lot in the manner prescribed in subsection 9-2.4.

SECTION 3: SEVERABILITY.

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

SECTION 4: INCONSISTENCY.

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

SECTION 5: ADOPTION.

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

CERTIFICATION

✓

ATTEST:

APPROVED:

Borough Clerk

Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance Introduction adopted by the Borough of Bogota at a meeting held on 11-06-25.



BOROUGH OF BOGOTA

ORDINANCE NO. 1644

DATE: 11-06-25

PUBLIC HEARING AND ADOPTION

AN ORDINANCE AMENDING CHAPTER 9 OF THE BOGOTA CODE, ENTITLED "BUILDING AND HOUSING"

Cranes

PUBLIC HEARING OPEN

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
Council President L. Kohles							
Councilmember C. Carpenter							
Councilmember W. Hordern							
Councilmember P. McHale							
Councilmember J. Mitchell							
Councilmember D. Vergara							

COMMENTS:

PUBLIC HEARING CLOSED

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
Council President L. Kohles							
Councilmember C. Carpenter							
Councilmember W. Hordern							
Councilmember P. McHale							
Councilmember J. Mitchell							
Councilmember D. Vergara							

ADOPTION:

COUNCIL	MOTION	SECOND	YES	NO	RECUSE	ABSTAIN	ABSENT
Council President L. Kohles							
Councilmember C. Carpenter							
Councilmember W. Hordern							
Councilmember P. McHale							
Councilmember J. Mitchell							
Councilmember D. Vergara							



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

Cranes

WHEREAS, Chapter 9 of the Bogota Code sets forth the rules and regulations for the proper construction of buildings and properties within the Borough of Bogota; and,

WHEREAS, the Mayor and Council seek to amend Chapter 9 to include provisions that regulate the operation of cranes within the Borough, since such regulations do not currently exist in the Bogota Code.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that a new Section 17 be added to Chapter 9 of the Bogota Code, entitled “Cranes”, which shall read as follows:

SECTION 1: ESTABLISHMENT OF A NEW SECTION 9-17.1, ENTITLED “DEFINITIONS”.

A new Section 9-17.1 is hereby established, entitled “Definitions”, which shall read as follows:

§ 9-17.1 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

BOARD

The Crane Operators License Advisory Board established pursuant to N.J.S.A. 45:26-3.

CERTIFICATION

Certification from the National Commission for the Certification of Crane Operators, or any other organization found by the Board to offer an equivalent testing and certification program meeting the requirements of the American Society of Mechanical Engineers ASME B30.5 and the accreditation requirements of the National Commission for Certifying Agencies.

COMMISSIONER

The Commissioner of Labor.

CRANE

As used in this Chapter, the term "crane" shall be defined in accordance with N.J.S.A. 45:26-1 through 45:26-17 (Licensure of Crane Operators Act), hereafter referred to as the Crane Operator Licensure Act and the 1926 OSHA Crane and Derricks in Construction also known as OSHA Subpart CC.

CRANE OPERATOR

An individual engaged in the operation of a crane.

CRANE-RELATED EXPERIENCE

Operating, inspecting, training and maintenance experience acceptable to the Board.

PRACTICAL EXAMINATION

An examination demonstrating the applicant's ability to safely operate a particular category or type of crane. Practical examinations shall be conducted for the following crane categories: the lattice boom



crawler cranes (LBC), lattice boom truck cranes (LBT), telescopic boom cranes (TLL, swing cab and TSS, fixed cab), tower cranes and overhead cranes.

SECTION 2: ESTABLISHMENT OF A NEW SECTION 9-17.2, ENTITLED “GENERAL REQUIREMENTS”.

A new Section 9-17.2 is hereby established, entitled “General Requirements”, which shall read as follows:

§ 9-17.2 General requirements.

- A.** Five (5) days before any crane operator, contractor or other person or company initiates the use of a crane within the Borough, a permit shall be obtained from the Bogota Building Department. In emergency situations, the Building Inspector may waive this requirement, in his or her own discretion, if the operator meets the balance of the requirements of this Chapter.
- B.** The permit will be maintained with the Borough as well as with the crane operator at all times; a copy of the permit shall be produced at the work site when requested.
- C.** The following documents must be provided to the Borough in order to be granted a permit:
 - (1)** A copy of crane operator certificate from one of the following organizations:
 - (a)** National Commission for the Certification of Crane Operators (NCCCO);
 - (b)** Operating Engineers Certification Program (OEC); or
 - (c)** Crane Institute of America Certification.
 - (2)** A New Jersey crane operator license.
 - (3)** Current medical examiner's card (if required by the crane operator certificate provided in accordance with Section 9-17.2(c)(1)).
 - (4)** A copy of the most recent and current proof of inspection for the crane being operated.
 - (5)** Insurance required as follows:
 - (a)** Bodily injury:
 - [1]** For any one person in the amount of \$500,000.
 - [2]** For any occurrence in the amount of \$1,000,000.
 - (b)** Property damage:
 - [1]** For any accident in the amount of \$500,000.
 - [2]** For any aggregate of occurrences in the amount of \$2,000,000.
 - (6)** Proof that the crane operator submits to a random drug testing program.
 - (7)** Proof of completion of signal person qualification or certification course.
- D.** Upon receipt of a properly completed application and compliance with the requirements of this section, the Building Department shall issue or deny the requested permit within five (5) business days. If the application is denied, the reasons for the denial shall be furnished to the applicant in writing.

SECTION 3: ESTABLISHMENT OF A NEW SECTION 9-17.3, ENTITLED “CRANE OPERATOR LICENSING”.

A new Section 9-17.3 is hereby established, entitled “Crane Operator Licensing”, which shall read as follows:

§ 9-17.3 Crane operator licensing.

No person shall engage in the operation of a crane, offer himself or herself for employment as a crane operator or otherwise act, attempt to act, present or represent himself as a crane operator within the Borough of Bogota unless licensed as such under the provisions of N.J.S.A. 45:26-7, et seq., and meets the requirements set forth under N.J.S.A. 45:26-8, et seq.

SECTION 4: ESTABLISHMENT OF A NEW SECTION 9-17.4, ENTITLED “FEE SCHEDULE”.

A new Section 9-17.4 is hereby established, entitled “Fee Schedule”, which shall read as follows:

§ 9-17.4 Fee schedule.



The permit fee for each crane shall be \$100. Each permit is valid for 60 days and may be extended and/or renewed, provided that compliance with the requirements of this Chapter continues to be met. Fee for an extended or renewal permit is \$50.

SECTION 5: ESTABLISHMENT OF A NEW SECTION 9-17.5, ENTITLED “NOTIFICATION OF ACCIDENT OR SAFETY ISSUE REQUIRED.”

A new Section 9-17.5 is hereby established, entitled “Notification of Accident or Safety Issue Required”, which shall read as follows:

§ 9-17.5 Notification of accident or safety issue required.

The owner of the property shall immediately notify the Borough of every accident causing personal injury or damage to property involving a construction crane covered by this Chapter, and shall afford the municipal official every facility for investigating such accident. When an accident involves the failure, breakage, damage or destruction of any part of the apparatus, it shall be unlawful to use such device until after an examination is made by the Borough Engineer, and approval of the equipment for continued use is granted. It shall be the duty of the Borough to make a prompt examination into the cause of the accident and to enter a full and complete report thereof in the records of the Borough. Such records shall be open for public inspection during regular business hours.

SECTION 6: ESTABLISHMENT OF A NEW SECTION 9-17.1, ENTITLED “SAFETY EQUIPMENT REQUIRED”.

A new Section 9-17.6 is hereby established, entitled “Safety Equipment Required”, which shall read as follows:

§ 9-17.6 Safety equipment required.

- A.** All crane equipment shall be kept in safe working condition at all times by the owner and licensee.
- B.** If any safety or operational aid used or required to be used in connection with the operation of a crane is not working properly, the person operating such crane shall immediately shut down the crane until such time that the required safety or operational aid is repaired or replaced and the crane is restored to proper working order.
- C.** Any and all safety requirements promulgated by the Board, Commissioner or Borough must be adhered to at all times.
- D.** Every crane shall be thoroughly inspected by a competent designated employee or authorized agent of the owner or lessee of such mobile crane, tower crane or derrick at intervals not exceeding one month. Such inspection shall include, but not be limited to, all blocks, shackles, sheaves, wire rope, connectors, and various devices on the master boom, controls and braking mechanisms.
- E.** A written, dated and signed record of each such inspection shall be completed by the competent designated employee or authorized agent who made the inspections. The most recent record of such inspection shall be posted inside the cab or such crane and shall be filed with the Borough in accordance with Section 9-17.2(c)(4). Attached to such record of inspections shall be a written designation naming the competent employee or authorized agent. Such attached designation shall be signed by the owner or lessee of said crane.
- F.** Every crane shall be inspected before being erected or operated for the first time on any job.
- G.** Adjustments and repairs to cranes shall be made only by competent designated persons.

SECTION 7: ESTABLISHMENT OF A NEW SECTION 9-17.7, ENTITLED “UNSAFE CRANES”.

A new Section 9-17.8 is hereby established, entitled “Unsafe Cranes”, which shall read as follows:

§ 9-17.7 Unsafe cranes.

- A.** Any crane which is or hereafter becomes unsafe or otherwise dangerous to human life or public safety, or which demonstrates inadequate maintenance shall be deemed to be in an unsafe condition by the Borough Engineer. All unsafe cranes shall be taken down or removed or made safe, as the Borough Engineer deems necessary and as provided for in this section.



- B.** The Borough Engineer shall cause a report to be filed on an unsafe crane. The report shall state the nature of the unsafe condition.
- C.** If an unsafe condition is found, the Borough Engineer or Borough agent shall serve on the owner, agent or person in control of the crane, a written notice that describes the condition being unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition. Such notice shall require the person thus notified to declare immediately to the Borough Engineer or Borough agent exceptions or rejection of the terms of the written notice.
- D.** Such written notice shall be deemed properly served if a copy is delivered to the owner personally, or sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested. If a certified or registered letter is returned showing that the written order has not been delivered, a copy shall be posted in a conspicuous place in or on the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the crane shall constitute service of notice upon the owner.
- E.** The equipment determined to be unsafe by the Borough Engineer or Borough agent may be restored to a safe condition. To the extent that repairs, alterations or additions are made during restoration of such equipment, such repairs, alterations or additions shall comply with all applicable codes.
- F.** Any person who refuses or neglects to comply with the requirements of notice to abate an unsafe condition shall be subject to a fine in accordance with § [9-17.9](#) herein.

SECTION 8: ESTABLISHMENT OF A NEW SECTION 9-17.8, ENTITLED “ENFORCEMENT”.

A new Section 9-17.8 is hereby established, entitled “Enforcement”, which shall read as follows:

§ 9-17.8 Enforcement.

The provisions of this Chapter shall be enforced by the Building Department.

SECTION 9: ESTABLISHMENT OF A NEW SECTION 9-17.1, ENTITLED “VIOLATIONS AND PENALTIES”.

A new Section 9-17.9 is hereby established, entitled “Violations and Penalties”, which shall read as follows:

§ 9-17.9 Violations and penalties.

- A.** Any person who operates a crane without meeting the requirements of this Chapter, or any rule or regulation promulgated thereunder, shall be subject to a fine of not less than One Thousand (\$1,000.00) Dollars and not more than Ten Thousand (\$10,000.00) Dollars for each violation. Each day of illegal operation shall constitute a separate and distinct offense.
- B.** Any person or company who employs an unlicensed person as a crane operator or who permits or directs an unlicensed person to operate a crane shall be subject to a fine of not less than Two Thousand (\$2,000.00) Dollars nor more than Twenty Thousand (\$20,000.00) Dollars for each violation. Each day of illegal operation shall constitute a separate and distinct offense.

SECTION 10: SEVERABILITY.

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

SECTION 11: INCONSISTENCY.

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



SECTION 12: EFFECTIVE DATE

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

CERTIFICATION

✓

ATTEST:

APPROVED:

Borough Clerk

Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance Introduction adopted by the Borough of Bogota at a meeting held on 11-06-25.

**RESOLUTION # 2025-227****DATE: 11-06-2025**

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

AUTHORIZING AND APPROVING THE PURCHASE OF FURNITURE FOR THE BOGOTA SENIOR CENTER FROM EXEMPLIS C/O COMMERCIAL FURNITURE INTERIORS, PURSUANT TO NJ STATE CONTRACT 25-COMG-94142, IN AN AMOUNT NOT TO EXCEED \$32,028.60

WHEREAS, The Bogota senior center is in need for the provision of furniture; and

WHEREAS, the Borough Administrator has obtained quotes from Commercial Furniture Interiors and has recommended the use of NJ State Contract #25-COMG-94142 to acquire same; now

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota that the Council hereby authorizes and approves the purchase furniture for the Bogota Senior Center from Exemplis C/O Commercial Furniture Interiors, 1154 Route 22 West, Mountainside, NJ 07092, in accordance with NJ State Contract #25-COMG-94142 in an amount not to exceed \$32,028.60.

CERTIFICATION OF AVAILABLE FUNDS

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

Line Item	Description	Amount
Gregory Bock, CFO		Date

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 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Order Number	114878
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	1 of 5

Bill To

Borough Of Bogota
 375 Larch Ave
 Bogota , NJ 07603

ATTN: Philip Conte
 Phone: 201-487-4368
 Email: Pconte@bogotaonline.org

Install At

Borough Of Bogota
 375 Larch Ave
 2nd Floor
 Bogota , NJ 07603

ATTN: Philip Conte
 Phone: 201-487-4368
 Email: Pconte@bogotaonline.org

Resale/Tax Exempt ID #:226001675/000

Team Members:

Sales, Jeff Kopelman, jkopelman@cfioffice.com, 908.451.3307

Pricing based on Sit On It NJ State Contract #25-COMG-94142

Make your PO out to:

Exemplis

c/o Commercial Furniture Interiors

6415 Katella Ave.

Cypress, CA 90630

For processing, email your PO to: Srusso@cfioffice.com

Line	Quantity	Description	List	Unit Price	Extended Amount
1	30.00 Each	Sit On It Seating c/o Exemplis Corp. 3271.TBT2.TZ2460--GR1-TL27-TE5-GP00-BNDL00 Parallon Tabletop, Flip-Top T-Leg, 24"D x 60"W Rectangle GR1:Grade 1 Laminate TL27:Sandalwood TE5:Flat Edge GP00:*** No Grommets *** BNDL00:No Bundle Pilot Holes % Off List: 48.00	346.00	179.92	5,397.60
2	30.00 Each	Sit On It Seating c/o Exemplis Corp. 3272.TBT2.TZ2460--TE5-BF01-LS19 Parallon Base, Flip-Top T-Leg, For 24"D x 60"W Tabletop TE5:Flat Edge BF01:Silver LS19:Casters (2 locking / 2 non locking) % Off List: 48.00	829.00	431.08	12,932.40
3	4.00 Each	Sit On It Seating c/o Exemplis Corp. 3271.TBT2.TZ3072--GR1-TL27-TE5-GP08-BNDL00 Parallon Tabletop, Flip-Top T-Leg, 30"D x 72"W Rectangle	546.00	283.92	1,135.68



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Order Number	114878
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	2 of 5

		GR1:Grade 1 Laminate TL27:Sandalwood TE5:Flat Edge GP08:Rectangular cutout for power module, center BNDL00:No Bundle Pilot Holes % Off List: 48.00			
4	4.00 Each	Sit On It Seating c/o Exemplis Corp. 3272.TBT2.TZ3072--TE5-BF01-LS19 Parallon Base, Flip-Top T-Leg, For 30"D x 72"W Tabletop TE5:Flat Edge BF01:Silver LS19:Casters (2 locking / 2 non locking) % Off List: 48.00	829.00	431.08	1,724.32
5	4.00 Each	Sit On It Seating c/o Exemplis Corp. 3131.PV1.Q1.DL72.PT8--PC2 Daisy Chain Single Quick Kit (2AC, Dual USB, 2 Data for 72" Table) PC2:Silver % Off List: 48.00	765.00	397.80	1,591.20
6	1.00 Each	Sit On It Seating c/o Exemplis Corp. 3131.PV1.IF.TPC72 Daisy Chain Power, Infeed, Conduit, 3-Prong (20 Amp) % Off List: 48.00	269.00	139.88	139.88
7	2.00 Each	Sit On It Seating c/o Exemplis Corp. 3271.TBT4.TR3636--GR1-TL27-TE5 Parallon Tabletop, X-Base, 36" Round GR1:Grade 1 Laminate TL27:Sandalwood TE5:Flat Edge % Off List: 48.00	408.00	212.16	424.32
8	2.00 Each	Sit On It Seating c/o Exemplis Corp. 3272.TBT4.TR3636TH29--BF01-LS18 Parallon Base, X-Base, For 36" Round Tabletop, 29" Height BF01:Silver LS18:Fixed / Glides % Off List: 48.00	392.00	203.84	407.68
9	1.00 Each	Sit On It Seating c/o Exemplis Corp. LABOR Delivery & Installation Per NJ State Contract % Off List: 0.00	0.00	4,900.00	4,900.00



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Order Number	114878
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	3 of 5

Order Sub-Total : \$28,653.08

Exempt : \$0.00

Total Order : \$28,653.08

Payment Received : \$0.00

Remit to: Commercial Furniture Interiors, 1154 Rt 22 West, Mountainside, NJ 07092

Please review this quotation and notify us promptly of any corrections required.

Thank you for the opportunity to be of service.



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Order Number	114878
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	4 of 5

Terms and Conditions of Sale

- Buyer acknowledges they have read all of the following terms and conditions of this proposal of sale and their signature indicates their understanding and acceptance of all these terms and conditions.
- Your signature on this proposal confirms your total acceptance of our proposal as represented in this document. Pricing is valid 30 days.
- Buyer understands their signature on this proposal converts this proposal in to an order which may not be cancelled or altered in any fashion without sellers' consent. New customers will be required to complete a new customer form and provide a W-9 form.
- Buyer understands all lead times whether provided in writing, verbally, or in any other form are estimates which are not guaranteed. Extended lead times or delays caused for any reason whether intentional or otherwise may not be used as a reason to cancel an order, impose a penalty financial or otherwise, or reduce the value of this order without sellers' consent. Lead times do not reflect any summer shutdown and will increase lead times after acknowledgement.
- Under all circumstances seller will be held harmless for any loss caused to buyer or those associated with buyer as a result of any aspect of this transaction.
- If buyer contracts with seller to deliver and install the material on this order, then buyer acknowledges it is their responsibility to provide at no cost to the seller safe, free and unimpeded access to all locations on their job site which are designated to receive the ordered material. This includes but is not limited to loading docks, freight elevators, and the actual installation area itself. In all cases unless specifically stated to the contrary in writing and agreed to in advance by the seller, any storage required because the job site is not ready, any double handling required because of job site conditions or any other conditions, any "carry ups" or special conditions requiring special lifts, the removal of doors or windows, the modification of furniture on or off the job site to enable it to fit or be delivered will be the responsibility of the buyer who understands they will be responsible to pay for any additional costs resulting because of any of these conditions.
- All sales are final. In addition, without a written waiver from the seller, all non-standard materials including COM fabrics are the full responsibility of the buyer. The buyer understands the use of any non-standard materials may void any existing warranty offered by the manufacturer. If new materials must be specified because of such a circumstance the buyer will pay for the originally specified product as well as the new product which they may require.
- Installation and Delivery pricing is based on full award. Unless otherwise stated and agreed to in writing by the seller all deliveries and installation will take place during "normal" working hours with non-union. Seller to have exclusive use of the load dock(s) and elevators.
- Unless otherwise previously acknowledged or agreed to in writing by the seller it is understood the seller will not be responsible to perform any telephone, electrical or data wiring/hookups which will be the sole responsibility of the buyer. It will be the buyer's responsibility to co-ordinate all vendors not under the control of the seller to be available at a time convenient to the seller in the event buyers' vendors must work in tandem with the seller during the performance of delivery and installation work.
- Unless specified in writing to the contrary by seller, all warehousing, double handling, and "carry up's" which may be required for any reason not caused by seller shall be subject to additional charges solely at the discretion of the seller.
- It will be the buyer's responsibility to have an authorized person on site at the time delivery of material is made to the site to confirm it is delivered and installed in acceptable condition. The buyer will then be obligated to sign a receipt supplied by the seller confirming such receipt. If the buyer detects anything not in compliance with acceptable condition, they must note it on the receipt which they sign in order to be eligible for corrective action. In the event no such person is on the job site to perform this task or the designated person on site does not sign the delivery receipt for any reason, and after the fact material is discovered to be damaged or missing, it will not be the sellers' responsibility to correct this circumstance at their expense and the buyer will still be obligated to pay for the product as per the terms of this agreement.
- If the buyer and seller agree material is delivered in an unacceptable condition due to any reason caused by seller or sellers' representatives then seller will be responsible to correct such a condition. The seller may do this by repairing or refinishing the defective item. In the event the defective item may not be refinished or repaired then the seller will replace the defective item at no cost to the buyer. The decision to repair or replace an item will be at the sole discretion of the seller.
- Manufacturers warranties are the only warranties offered to the buyer. It is understood by the buyer that the manufacturer is the only authority able to decide if a warranty request is valid and enforceable.
- Any extra costs resulting from manufacturer price increases, tariffs, freight rates, or labor contracts not in effect at the time of order placement may be added to the buyers' invoice.
- Buyer is responsible to pay all legal sales tax whether shown in our quote or not shown in our quote. In the event buyer has a valid tax-exempt certificate which pertains specifically to products or services being purchased it must be submitted at time of order placement to assure proper application and tax avoidance. Regardless of buyer's belief regarding the validity of their tax-exempt certificate they will unconditionally abide by the sellers' interpretation of the validity of any such submitted tax exempt documentation.
- Although a signed proposal binds the buyer to a valid purchase contract the seller is not obligated to take action on the order until the buyer presents a 50% deposit to the seller. An additional 40% will be payable to the seller before delivery and the balance will be payable in full no later than 30 days after delivery of product and services, unless terms are otherwise established.
- Title to all goods will not pass to buyer and all merchandise will remain the property of seller until it has been paid for in full.
- In the event of a "partial shipment" seller will be entitled to payment for that portion delivered.
- Returns and credits are not allowed without sellers' written permission.
- In the event the seller must obtain legal assistance to collect a valid debt from the buyer then the buyer will be required to pay all legal fees plus reasonable interest (1.5% per month) on the uncollected debt until paid.
- Final Pricing and availability will be determined for all retail or internet-based purchases at the time that seller places the order with the supplier. All proposed dollar amounts for these types of products are estimates. Internet based purchases as used in this paragraph refer specifically to product the seller must purchase in this fashion.
- NOTE: Additional insured and waiver of subrogation status is automatically granted on our insurance policies. Indemnification under this hold harmless agreement is limited to losses covered by subcontractor's liability insurance.

Signature _____

Name _____

Title _____

Date _____



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Resolution 2025-227

Order Number	114878
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	5 of 5

ACH and/or Wire Transfer Instructions:

ACH Origination Information

Valley National Bank
1455 Valley Road, Wayne, NJ 07470

Routing/ABA #021201383

Account Number: 41966988

Account Name: Commercial Furniture Interiors, Inc.
Address: 1154 Route 22 West, Mountainside, NJ 07092

Wire Transfer Origination Information: (For USD wires, use either ABA # or SWIFT code. Do not use both.)

For FEDWIRE Transactions Currency

US Dollars (USD)

Beneficiary Bank

Routing / ABA #021201383
Valley National Bank, 1455 Valley Road, Wayne, NJ 07470

For SWIFT Transactions Currency

US Dollars (USD)

Correspondent Bank Information

Deutsche Bank Trust Co. Americas
BIC/SWIFT: BKTRUS33

Further Credit Beneficiary Bank

Valley National Bank
BIC/SWIFT: MBNYUS33

OR

Wells Fargo Bank
BIC/SWIFT: PNBpus33NYC

Valley National Bank
BIC/SWIFT: MBNYUS33

OR

JP Morgan Chase Bank
BIC/SWIFT: CHASUS33

Valley National Bank
BIC/SWIFT: MBNYUS33

Euro (EUR)

Deutsche Bank AG, Frankfurt
BIC/SWIFT: DEUTDEFF

Valley National Bank
BIC/SWIFT: MBNYUS33

Great British Pounds (GBP)

Deutsche Bank AG, London
BIC/SWIFT: DEUTGB2L

Valley National Bank
BIC/SWIFT: MBNYUS33

Swiss Francs (CHF)

Deutsche Bank AG, Frankfurt
BIC/SWIFT: DEUTDEFF

Valley National Bank
BIC/SWIFT: MBNYUS33

Canadian Dollars (CAD)

Royal Bank of Canada, Toronto
BIC/SWIFT: ROYCCAT2

Valley National Bank
BIC/SWIFT: MBNYUS33



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Order Number	114879
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	1 of 4

Bill To

Borough Of Bogota
375 Larch Ave
Bogota , NJ 07603

ATTN: Philip Conte
Phone: 201-487-4368
Email: Pconte@bogotaonline.org

Install At

Borough Of Bogota
375 Larch Ave
2nd Floor
Bogota , NJ 07603

ATTN: Philip Conte
Phone: 201-487-4368
Email: Pconte@bogotaonline.org

Resale/Tax Exempt ID #:226001675/000

Team Members:

Sales, Jeff Kopelman, jkopelman@cfioffice.com, 908.451.3307

Pricing based on NJ State Contract: 25-COMG-94126

Please make your PO out to:

Affordable Interior Systems
c/o Commercial Furniture Interiors
25 Tucker Dr.
Leominster, MA 01453

For proper processing, please email your PO
to: Srusso@cfioffice.com

Line	Quantity	Description	List	Unit Price	Extended Amount
1	1.00 Each	Affordable Interior Systems (AIS) X-BCD2472--RO-L1031-RO-L1031-RECT_PULL-RH-HANDSQUARE-RH-HANDSQUARE-LOCK_C CBX Buffet With Cabinet Doors 36H x 24D x 72W RO-L1031:Trytoo Savatre (Textured) RO-L1031:Trytoo Savatre (Textured) RECT_PULL:Rectangle Pull Color Option RH-HANDSQUARE:(Rectangle Pull Brushed Nickel) RH-HANDSQUARE:Rectangle Pull Brushed Nickel LOCK_C:C - Silver Lock % Off List: 62.00	6,442.00	2,447.96	2,447.96
2	1.00 Each	Affordable Interior Systems (AIS) W-WS2472--RO-E094-V2-RW-GRRA--LAMTABA-RO-L0385 Rectangular - 2mm Edge - 24D x 72W RO-E094-V2:Trytoo Savatre RW-GRRA:A - No Grommets ~:(STD) LAMTABA:Grade A Laminate	862.00	327.56	327.56



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Order Number	114879
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	2 of 4

		RO-L0385:Trytoo Savatre (Textured)			
		% Off List: 62.00			
3	1.00 Each	Affordable Interior Systems (AIS) LABOR Delivery & Installation Per NJ State Contract % Off List: 0.00	0.00	600.00	600.00
			Order Sub-Total :		
			\$3,375.52		
			Exempt :		
			\$0.00		
			Total Order :		
			\$3,375.52		
			Payment Received :		
			\$0.00		

Remit to: Commercial Furniture Interiors, 1154 Rt 22 West, Mountainside, NJ 07092
Please review this quotation and notify us promptly of any corrections required.
Thank you for the opportunity to be of service.



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Order Number	114879
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	3 of 4

Terms and Conditions of Sale

1. Buyer acknowledges they have read all of the following terms and conditions of this proposal of sale and their signature indicates their understanding and acceptance of all these terms and conditions.
2. Your signature on this proposal confirms your total acceptance of our proposal as represented in this document. Pricing is valid 30 days.
3. Buyer understands their signature on this proposal converts this proposal in to an order which may not be cancelled or altered in any fashion without sellers' consent. New customers will be required to complete a new customer form and provide a W-9 form.
4. Buyer understands all lead times whether provided in writing, verbally, or in any other form are estimates which are not guaranteed. Extended lead times or delays caused for any reason whether intentional or otherwise may not be used as a reason to cancel an order, impose a penalty financial or otherwise, or reduce the value of this order without sellers' consent. Lead times do not reflect any summer shutdown and will increase lead times after acknowledgement.
5. Under all circumstances seller will be held harmless for any loss caused to buyer or those associated with buyer as a result of any aspect of this transaction.
6. If buyer contracts with seller to deliver and install the material on this order, then buyer acknowledges it is their responsibility to provide at no cost to the seller safe, free and unimpeded access to all locations on their job site which are designated to receive the ordered material. This includes but is not limited to loading docks, freight elevators, and the actual installation area itself. In all cases unless specifically stated to the contrary in writing and agreed to in advance by the seller, any storage required because the job site is not ready, any double handling required because of job site conditions or any other conditions, any "carry ups" or special conditions requiring special lifts, the removal of doors or windows, the modification of furniture on or off the job site to enable it to fit or be delivered will be the responsibility of the buyer who understands they will be responsible to pay for any additional costs resulting because of any of these conditions.
7. All sales are final. In addition, without a written waiver from the seller, all non-standard materials including COM fabrics are the full responsibility of the buyer. The buyer understands the use of any non-standard materials may void any existing warranty offered by the manufacturer. If new materials must be specified because of such a circumstance the buyer will pay for the originally specified product as well as the new product which they may require.
8. Installation and Delivery pricing is based on full award. Unless otherwise stated and agreed to in writing by the seller all deliveries and installation will take place during "normal" working hours with non-union. Seller to have exclusive use of the load dock(s) and elevators.
9. Unless otherwise previously acknowledged or agreed to in writing by the seller it is understood the seller will not be responsible to perform any telephone, electrical or data wiring/hookups which will be the sole responsibility of the buyer. It will be the buyer's responsibility to co-ordinate all vendors not under the control of the seller to be available at a time convenient to the seller in the event buyers' vendors must work in tandem with the seller during the performance of delivery and installation work.
10. Unless specified in writing to the contrary by seller, all warehousing, double handling, and "carry up's" which may be required for any reason not caused by seller shall be subject to additional charges solely at the discretion of the seller.
11. It will be the buyer's responsibility to have an authorized person on site at the time delivery of material is made to the site to confirm it is delivered and installed in acceptable condition. The buyer will then be obligated to sign a receipt supplied by the seller confirming such receipt. If the buyer detects anything not in compliance with acceptable condition, they must note it on the receipt which they sign in order to be eligible for corrective action. In the event no such person is on the job site to perform this task or the designated person on site does not sign the delivery receipt for any reason, and after the fact material is discovered to be damaged or missing, it will not be the sellers' responsibility to correct this circumstance at their expense and the buyer will still be obligated to pay for the product as per the terms of this agreement.
12. If the buyer and seller agree material is delivered in an unacceptable condition due to any reason caused by seller or sellers' representatives then seller will be responsible to correct such a condition. The seller may do this by repairing or refinishing the defective item. In the event the defective item may not be refinished or repaired then the seller will replace the defective item at no cost to the buyer. The decision to repair or replace an item will be at the sole discretion of the seller.
13. Manufacturers warranties are the only warranties offered to the buyer. It is understood by the buyer that the manufacturer is the only authority able to decide if a warranty request is valid and enforceable.
14. Any extra costs resulting from manufacturer price increases, tariffs, freight rates, or labor contracts not in effect at the time of order placement may be added to the buyers' invoice.
15. Buyer is responsible to pay all legal sales tax whether shown in our quote or not shown in our quote. In the event buyer has a valid tax-exempt certificate which pertains specifically to products or services being purchased it must be submitted at time of order placement to assure proper application and tax avoidance. Regardless of buyer's belief regarding the validity of their tax-exempt certificate they will unconditionally abide by the sellers' interpretation of the validity of any such submitted tax exempt documentation.
16. Although a signed proposal binds the buyer to a valid purchase contract the seller is not obligated to take action on the order until the buyer presents a 50% deposit to the seller. An additional 40% will be payable to the seller before delivery and the balance will be payable in full no later than 30 days after delivery of product and services, unless terms are otherwise established.
17. Title to all goods will not pass to buyer and all merchandise will remain the property of seller until it has been paid for in full.
18. In the event of a "partial shipment" seller will be entitled to payment for that portion delivered.
19. Returns and credits are not allowed without sellers' written permission.
20. In the event the seller must obtain legal assistance to collect a valid debt from the buyer then the buyer will be required to pay all legal fees plus reasonable interest (1.5% per month) on the uncollected debt until paid.
21. Final Pricing and availability will be determined for all retail or internet-based purchases at the time that seller places the order with the supplier. All proposed dollar amounts for these types of products are estimates. Internet based purchases as used in this paragraph refer specifically to product the seller must purchase in this fashion.
22. NOTE: Additional insured and waiver of subrogation status is automatically granted on our insurance policies. Indemnification under this hold harmless agreement is limited to losses covered by subcontractor's liability insurance.

Signature _____

Name _____

Title _____

Date _____



PROPOSAL

Commercial Furniture Interiors
1154 Route 22 West
Mountainside, NJ 07092
Phone: 908.518.1670
www.cfioffice.com

Order Number	114879
Date	09/30/2025
Customer PO No	
Customer Name	Borough of Bogota
Salesperson	Jeff Kopelman
Project Number	
Terms	NET 30
Page	4 of 4

ACH and/or Wire Transfer Instructions:

ACH Origination Information

Valley National Bank
1455 Valley Road, Wayne, NJ 07470

Routing/ABA #021201383

Account Number: 41966988

Account Name: Commercial Furniture Interiors, Inc.
Address: 1154 Route 22 West, Mountainside, NJ 07092

Wire Transfer Origination Information: (For USD wires, use either ABA # or SWIFT code. Do not use both.)

For FEDWIRE Transactions Currency

US Dollars (USD)

Beneficiary Bank

Routing / ABA #021201383
Valley National Bank, 1455 Valley Road, Wayne, NJ 07470

For SWIFT Transactions Currency

US Dollars (USD)

Correspondent Bank Information

Deutsche Bank Trust Co. Americas
BIC/SWIFT: BKTRUS33

Further Credit Beneficiary Bank

Valley National Bank
BIC/SWIFT: MBNYUS33

OR

Wells Fargo Bank
BIC/SWIFT: PNBpus33NYC

Valley National Bank
BIC/SWIFT: MBNYUS33

OR

JP Morgan Chase Bank
BIC/SWIFT: CHASUS33

Valley National Bank
BIC/SWIFT: MBNYUS33

Euro (EUR)

Deutsche Bank AG, Frankfurt
BIC/SWIFT: DEUTDEFF

Valley National Bank
BIC/SWIFT: MBNYUS33

Great British Pounds (GBP)

Deutsche Bank AG, London
BIC/SWIFT: DEUTGB2L

Valley National Bank
BIC/SWIFT: MBNYUS33

Swiss Francs (CHF)

Deutsche Bank AG, Frankfurt
BIC/SWIFT: DEUTDEFF

Valley National Bank
BIC/SWIFT: MBNYUS33

Canadian Dollars (CAD)

Royal Bank of Canada, Toronto
BIC/SWIFT: ROYCCAT2

Valley National Bank
BIC/SWIFT: MBNYUS33



RESOLUTION # 2025-228

DATE: 11-06-2025

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

Authorizing the advertisement of RFQs for 2026

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICES CONTRACTS FOR THE YEAR 2026 BY A REQUEST FOR QUALIFICATION ("RFQ")

I. Notice of Request for Qualifications Statement

The Borough of Bogota ("Borough") is soliciting qualification statements from interested persons and/or firms for awarding contracts for the provision of the services listed below, in the year 2026, through a Request for Qualification Process ("RFQ"). Individual persons and/or firms interested in assisting the Borough with the provision of these services must prepare and submit a Qualification Statement in accordance with the procedure in the RFQs. The Borough will review Qualification Statements only from those persons or firms that submit a Qualification Statement that includes substantially all the information required to be included as described, in the sole judgment of the Borough's Mayor and Council.

The Borough intends to qualify person(s) and/or firm(s) that: (a) possess(es) the professional, financial, and administrative familiarity with the Borough, and the experience, training, and capabilities to provide the proposed services, and (b) agrees to and meets the terms and conditions determined by the Borough that provides the greatest benefit to the taxpayers of Bogota.

The selection of qualified respondents is not subject to the public bidding or competitive contracting provisions of the Local Public Contracts Law, NJSA 40A:11-1 et seq. The selection is, however, subject to the fair and open process authorized by the "New Jersey Local Unit Pay to Play" Law, NJSA 19:44A-20.4 et seq. The Borough has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to RFQ.

Qualification Statements must be submitted to and be received by Yenlys Flores-Bolivard, Borough Clerk, at the Office of the Clerk, 375 Larch Avenue, Bogota, N.J. 07603, on or before 5:00 PM on November 25, 2025. Qualification Statements will not be accepted by facsimile transmission or e-mail. The responses will be opened at 9:00 AM, December 20, 2025, in the Clerk's office, for review by the Mayor and Council.

Professional Service Contracts (RFQ):

- Affordable Housing Consultant/Attorney
- Bond Counsel
- Borough Architect
- Borough Attorney



DATE: 11-06-2025

- Borough Auditor
- Borough Engineer
- Borough Labor Attorney
- Borough Planner
- Borough's Representation for Capital Projects
- Financial Advisor
- Planning/Zoning Board Attorney
- Planning/Zoning Board Engineer
- Risk Management Consultant
- Special Projects Engineer
- Tax Appeal Appraiser

II. Instructions for Qualifications Statement and Criteria

Two copies of the qualification statement must be submitted in the manner designated in the instructions, and must be enclosed in a sealed envelope bearing name and address of the person and/or firm submitting the statement and the name of the work on the outside, addressed to the Borough of Bogota.

Qualification statements shall demonstrate the following:

- A. Experience and reputation of the person/firm in the field;
- B. Training and licensing of the person/firm;
- C. Availability to accommodate the needs of the Borough's meeting schedule;
- D. Knowledge of the Borough's needs and history and the subject matter to be addressed under the contract;

and

E. Annual fee or hourly rate for principal and associate employees. All fee schedules shall include a reduced rate for OPRA-related matters.

The Borough's Mayor and Council reserve the right to select qualified contractors in their sole discretion, which shall be exercised in accordance with their sole judgment as to the public interest. Those responding to the RFQ are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., if applicable.

Yenlys Flores-Bolivard, Borough Clerk

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 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-229****DATE: 11-06-2025**

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

AUTHORIZE AN APPLICATION TO THE COMPLETE STREETS TECHNICAL ASSISTANCE PROGRAM

WHEREAS, safe, convenient, accessible, healthy, and environmentally and economically beneficial transportation for all users is a priority of the Borough of Bogota; and

WHEREAS, Complete Streets is a means to provide a comprehensive, integrated, connected multi-modal network of transportation options through planning, design, construction, maintenance, and operation of new and retrofit transportation facilities along the entire right-of-way for all roadway users of all ages and abilities; and

WHEREAS, Complete Streets can provide many benefits, including:

- Improved safety for pedestrians, bicyclists, children, older adults, non-drivers and the mobility challenged as well as those that cannot afford a car or choose to live car free,
- Improved access to employment, education, residential, recreation, retail centers and public facilities,
- Local economic vitality,
- Access to the health benefits of physical activity,
- Improved stormwater management, and
- Reductions in transportation-related emissions; and

WHEREAS, when streets are not complete, the negative impacts on public health, safety, the economy and the environment are disproportionately borne by low-income and underserved communities.

WHEREAS, through the North Jersey Transportation Planning Authority's FY2026 Complete Streets Technical Assistance Program, planning-level technical assistance services will be provided to selected municipalities for a specific project related to advancing a Complete Streets initiative in their community; and

WHEREAS, although no direct funding is provided, selected municipalities will receive free direct technical assistance services to complete a specific task related to advancing a Complete Streets initiative in their communities.



RESOLUTION # 2025-229

DATE: 11-06-2025

THEREFORE, BE IT RESOLVED the Borough Council of the Borough of Bogota authorizes Conall O'Malley to submit an application to the Complete Streets Technical Assistance Program to receive free direct technical assistance services to complete a specific task related to advancing Complete Streets, and also commits pertinent municipal staff to coordinate and collaborate with Sustainable Jersey, Voorhees Transportation Center and the North Jersey Transportation Planning Authority to support the successful and timely delivery of technical assistance services.

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 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-230****DATE: 11-06-2025**

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

**CHANGE ORDER
NJDOT LTPF FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS**

Be it resolved by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey upon the recommendation of the Borough Engineer that the Change Order for the Contract listed below be and is hereby approved.

TITLE OF JOB: NJDOT LTPF Fairview Avenue Roadway and Sewer Improvements
CONTRACTOR: DLS Contracting Inc., 36 Montesano Road, Fairfield, NJ 07004
CHANGE ORDER No.: 1 and Final

AMOUNT OF CHANGE ORDER THIS RESOLUTION: Decrease -7.88% -\$55,322.41
AMOUNT OF CHANGE TO DATE: Decrease -7.88% -\$55,322.41

REASON FOR CHANGE: Reduction – Adjustment in Contract quantities

NEGLIA FILE NO.: BOGOMUN23.012

This Resolution to take effect immediately.

Dated: _____

Approved: _____

Mayor

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a meeting held on 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-231****DATE: 11-06-2025**

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

CLOSEOUT**NJDOT LTPF FAIRVIEW AVENUE ROADWAY & SEWER IMPROVEMENTS**

Be it resolved by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey that the contract for the **NJDOT LTPF Fairview Avenue Roadway and Sewer Improvements** has been completed by **DLS Contracting, Inc., 36 Montesano Road, Fairfield, NJ 07004** in accordance with the Plans and Specifications and any approved change orders, as directed by the Project Engineer. The above referenced construction is hereby accepted and final payment including retainage in the amount of \$59,574.55 is hereby approved.

This Resolution to take effect immediately.

Dated: _____

Approved:

Mayor

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a meeting held on 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-232****DATE: 11-6-2025**

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

COLLECTIVE NEGOTIATIONS AGREEMENT WITH APPROVAL OF CONTRACT**BOROUGH OF BOGOTA AND DANIEL MAYE**

WHEREAS, the Borough of Bogota and Chief of Police Daniel Maye (Chief of Police) wish to enter into an agreement in order to promote a mutual understanding and foster a harmonious relationship between the parties; and

WHEREAS, the term of the Agreement shall be from January 1, 2025 through December 31, 2027.

WHEREAS, the Borough Administrator and the Borough Labor Attorney have reviewed the Agreement between the Borough and Chief of Police attached hereto and incorporated by reference and recommend 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 and the Agreement between the Borough of Bogota and the Chief of Police, a copy of which is attached hereto and incorporated herein by reference for the term of January 1, 2025 through December 31, 2027 be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign the Agreement on behalf of the Borough; 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 the Chief of Police upon its passage.

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 11-6-2025.

Yenlys Flores-Bolivard, Municipal Clerk

AGREEMENT BETWEEN
THE BOROUGH OF BOGOTA
AND
CHIEF OF POLICE DANIEL MAYE

ARTICLE I
RECOGNITION

THIS AGREEMENT, entered into on this _____ day of _____ 2025, by and between the Borough of Bogota, in the County of Bergen, New Jersey (hereinafter referred to as the “Borough”), and Chief of Police Daniel Maye (hereinafter referred to as the “Chief of Police”), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police.

ARTICLE II
MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III
RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough of Bogota, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Conduct and manage the day to day operations of the Police Department;
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;

- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision.
- e) Prescribe the duties and assignments of all subordinates and other personnel; and
- f) Provide report at least monthly at the regular meeting(s) of the Borough, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

ARTICLE IV **WORKWEEK**

1. The Chief of Police shall work a minimum work week of thirty-five (35) hours during Borough hours of business on a daily and weekly basis and or additional time as is required to maintain and insure the smooth and responsible operation of the Police Department over which he has supervisory control.
2. The Chief of Police shall be entitled to utilize personal days as provided in Article X.

ARTICLE V **SICK LEAVE**

1. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident, injury, disability, or exposure to contagious disease.
2. The Chief of Police shall have unlimited days of sick leave, in accordance with Article XXV Section C of the current Collective Bargaining Agreement between the Borough of Bogota and F.O.P. Lodge #161.

ARTICLE VI
INJURY LEAVE

1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, the Borough shall continue the Chief at full pay during the continuance of the Chief's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.
2. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable. Failure to report any injury may result in the failure of the Chief of Police to receive compensation under this Article.
3. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Borough, that he is unable to work, and the Borough may reasonably require the Chief of Police to present such a certificate or report from time to time.
4. If the Borough does not accept the certificate or report of the physician designated by the Borough, the Borough shall have the right, at its own cost, to require the Chief of Police to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
5. In the event the Borough's physician certifies the Chief of Police fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Chief of Police disputes the determination of the Borough physician, then and in that event, the burden shall be upon the Chief to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation. The final decision of the last reviewing court shall be binding upon the parties.

ARTICLE VII
FUNERAL LEAVE

1. In the event of death in the Chief of Police's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, parent-in-law, daughter-in-law or son-in-law) or any other relatives residing in the Chief of Police's home, the Chief of Police shall be granted time off, without loss of pay, commencing no later than the day of the funeral, but in no event to exceed three (3) consecutive calendar days.
2. Any extension of absence under this Article is with the consent of the Borough Administrator, to be charged against available vacation.
3. Reasonable verification of the event may be required by the Borough.

ARTICLE VIII
VACATIONS

1. The Chief of Police shall be entitled to 25 vacation days during the year.
2. The Chief of Police shall be entitled to schedule his vacation time, provided that the Chief of Police shall not take vacation leave unless the Captain or Lieutenant is available to assume control of, and responsibility for, the operation of the Police Department. In addition, the Chief of Police shall not schedule his vacation time during any time period where planned events shall require the presence of the Chief of Police.
3. The Chief of Police shall be entitled to accumulate unused vacation time and be banked and logged in schedule records books.

ARTICLE IX
HOLIDAY TIME

1. The Chief of Police shall be entitled to fourteen (14) paid holidays per calendar year during the term of this contract.
2. The Chief may be required to work holidays. There shall be no additional compensation for any work performed on a holiday receiving one hour back for each hour.

3. Any unused paid holidays from previous calendar year may be banked as time owed. The records will be maintained in the schedule records book.

ARTICLE X **PERSONAL DAYS**

The Chief of Police shall be entitled to three (3) personal leave days per year. Any unused personal leave days may be in accordance with the Fair Standards Act. The records will be maintained in the schedule records books.

ARTICLE XI **TERMINAL LEAVE**

The Chief of Police shall be entitled to a terminal leave for a period of two (2) months which shall be utilized in the two (2) month period immediately preceding the Chief's retirement date.

ARTICLE XII **INSURANCE, HEALTH AND WELFARE**

1. The Borough shall maintain medical, dental, prescription, and life insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependent at the same level of benefit and co-pay as the members of the FOP Lodge 161 CBA.
2. The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney shall be made by the Borough of Bogota. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.

ARTICLE XIII **CLOTHING ALLOWANCE**

1. The Chief of Police and the Borough agree that there shall be a clothing allowance in accordance with Article XX of the current Collective Bargaining Agreement between the

Borough of Bogota and F.O.P. Lodge 161 and added to his base salary during the term of his contract, plus an additional \$1,000 per year starting the first day of January of each year effective date of January 1, 2025. Also, the Borough shall replace any uniform or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and the Chief of Police.

2. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

ARTICLE XIV **PERSONAL CAR**

1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work and personal use. The automobile use is to be limited to the greater of a three (3) hour distance or one hundred eighty (180) miles from the Borough of Bogota, these restrictions may be lifted if required for police work and approval of the Borough Administrator. The make and model of the automobile shall be determined by the Borough. However, it shall be a full-sized, four-door administrative vehicle and shall be equipped with such equipment as is needed for police work.

2. The Chief of Police shall be permitted to use the car for his personal use. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.

3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.

4. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE XV
SALARY

1. Commencing on January 1, 2025 the Chief's salary, inclusive of Longevity, shall be (2.75%) increase to \$184,797.93. Commencing on January 1, 2026 the Chief's salary inclusive of longevity shall be (2.75%) increase to \$189,878.87.

2. In recognition of the Chief's status as an exempt employee under the Fair Labor Standards Act (FLSA), he shall not be entitled to overtime or additional overtime compensation at 1.5 times the hourly rate with exception to private sector details. The rules governing the number of hours shall comply with the Borough's contract for officer employment by outside contractors. The Chief will not be eligible for off duty employment unless all regular members of the department are unavailable for the detail. The Chief's flat rate for Private Sector employment shall be ~~\$90~~ \$105.00 per hour as opposed to an actual overtime rate.

ARTICLE XVI
LONGEVITY

1. The Chief's salary as set forth in Article XV is inclusive of Longevity.

ARTICLE XVII
EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program

unrelated to police activities. The Borough reserves the right to suspend payment of such conferences and training if a Borough wide suspension of conferences exists for other employees due to budgetary constraints.

2. The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers.

3. The Borough also agrees to pay for the Chief of Police's dues for membership in the Bergen County Police Chiefs Association, the New Jersey State Association of Chiefs of Police, and the International Association of Chiefs of Police while employed.

4. The Borough agrees to grant time off while attending any meeting of the above-named associations.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within

the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XX
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Charter, Ordinances, or Rules and Regulations of the Police Department for the Borough, and any present or past benefits which the Chief of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

ARTICLE XXI
TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2025, and shall remain in effect to, and including, December 31, 2027. Upon the expiration of this agreement all the benefits, terms and conditions of this agreement shall remain in force until such time a successor agreement is agreed to by the Chief and the Borough.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

**CHIEF OF POLICE
FOR THE BOROUGH**

**ON BEHALF OF THE
BOROUGH OF BOGOTA**

BOROUGH CLERK

DATED: _____

**RESOLUTION # 2025-233****DATE: 11-6-2025**

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

COLLECTIVE NEGOTIATIONS AGREEMENT WITH APPROVAL OF CONTRACT**BOROUGH OF BOGOTA AND HECTOR LIRIANO**

WHEREAS, the Borough of Bogota and Captain of Police Hector Liriano (Captain Liriano) enter into an agreement in order to promote a mutual understanding and foster a harmonious relationship between the parties; and

WHEREAS, the term of the Agreement shall be from March 21, 2024 through December 31, 2026.

WHEREAS, the Borough Administrator and the Borough Labor Attorney have reviewed the Agreement between the Borough and Captain Liriano attached hereto and incorporated by reference and recommend 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 and the Agreement between the Borough of Bogota and Captain Liriano, a copy of which is attached hereto and incorporated herein by reference for the term of March 21, 2024 through December 31, 2026 be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign the Agreement on behalf of the Borough; 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 the Captain Liriano upon its passage.

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 11-6-2025.

Yenlys Flores-Bolivard, Municipal Clerk

AGREEMENT BETWEEN
THE BOROUGH OF BOGOTA
AND
HECTOR LIRIANO
TO SERVE AS CAPTAIN OF POLICE

ARTICLE I
RECOGNITION

THIS AGREEMENT, entered into on this ___ day of _____ 2025, by and between the Borough of Bogota, in the County of Bergen, New Jersey (hereinafter referred to as the "Borough"), and Captain of Police Hector Liriano (hereinafter referred to as the "Captain of Police"), hereby establishes the following terms and conditions of employment for the position of Captain of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Captain of Police.

ARTICLE II
MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III

RESPONSIBILITIES OF THE CAPTAIN OF POLICE

The Captain of Police shall serve at the direction of the Chief of Police and in compliance with the Rules and Regulations of the Bogota Police Department as memorialized in the General Ordinances of the Borough of Bogota.

ARTICLE IV

WORKWEEK

1. The Captain of Police shall work thirty-five (35) hours during Borough hours of business on a daily and weekly basis and / or additional time as is required to maintain and insure the smooth and responsible operation of the Police Department over which he has supervisory control, as directed by the Chief of Police.

2. The Captain of Police shall be entitled to utilize personal days as provided in Article X.

ARTICLE V

SICK LEAVE

1. Sick leave is hereby defined to mean an absence from the post of duty by the Captain of Police, while in good standing, due to illness, accident, injury, disability, or exposure to contagious disease.

2. The Captain of Police shall have- unlimited sick leave in accordance with Article XXV Section C of the current Collective Bargaining Agreement between the Borough of Bogota and F.O. P. Lodge 161.

ARTICLE VI
INJURY LEAVE

1. In the event the Captain of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, the Borough shall continue the Captain at full pay during the continuance of the Captain's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

2. When injured while working, whether slight or severe, the Captain of Police must make an immediate report, if practicable. Failure to report any injury may result in the failure of the Captain of Police to receive compensation under this Article.

3. The Captain of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Borough, that he is unable to work, and the Borough may reasonably require the Captain of Police to present such a certificate or report from time to time.

4. If the Borough does not accept the certificate or report of the physician designated by the Borough, the Borough shall have the right, at its own cost, to require the Captain of Police to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

5. In the event the Borough's physician certifies the Captain of Police fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Captain of Police disputes the determination of the Borough physician, then and in that event, the burden shall be upon the Captain to establish such additional period of disability by obtaining a

judgment in the Division of Workers' Compensation. The final decision of the last reviewing court shall be binding upon the parties.

ARTICLE VII

FUNERAL LEAVE

1. In the event of death in the Captain of Police's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, parent-in-law, daughter-in-law or son-in-law) or any other relatives residing in the Captain of Police's home, the Captain of Police shall be granted time off, without loss of pay, commencing no later than the day of the funeral, but in no event to exceed three (3) consecutive calendar days.

2. Any extension of absence under this Article is with the consent of the Borough Administrator, to be charged against available vacation.

3. Reasonable verification of the event may be required by the Borough.

ARTICLE VIII

VACATIONS

1. The Captain of Police shall be entitled to twenty-five (25) vacation days as delineated in the FOP contract during the year.

2. The Captain of Police shall be entitled to schedule his vacation time, with the approval of the Chief of Police.

3. Unused vacation from the previous year shall be banked as time owed. The number of banked days cannot exceed twenty (20) days. There will be no monetary value to the banked time. These records will be kept by the Chief of Police and Borough Administrator.

ARTICLE IX
HOLIDAY TIME

1. The Captain of Police shall be entitled to fourteen (14) paid holidays per calendar year during the term of this contract.

2. The Captain may be required to work holidays. There shall be no additional compensation for any work performed on a holiday but he may take these hours as time owed receiving one hour back for each hour.

3. Unused holidays from the previous year may be banked in accordance with the Fair Labor Standards Act. There will be no monetary value to the banked time. These records will be kept by the Chief of Police and Borough Administrator.

ARTICLE X
PERSONAL DAYS

The Captain of Police shall be entitled to three (3) personal leave days per year. Personal days are not to be banked or carried over to following year. These records will be kept with the Chief of Police and Borough Administrator.

ARTICLE XI
TERMINAL LEAVE

The Captain of Police shall be entitled to a terminal leave for a period of three (3) months which shall be utilized in the three (3) month period immediately preceding the Captain's retirement date.

ARTICLE XII
INSURANCE, HEALTH & WELFARE

1. The Borough shall maintain medical, dental, prescription, and life insurance coverage for the benefit of the Captain of Police and his family (herein defined as a spouse or dependent) at the same level of benefit and co-pay as the members of the FOP Lodge 161 CBA.

2. The Borough shall supply the Captain of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney shall be made by the Borough of Bogota. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.

ARTICLE XIII
CLOTHING ALLOWANCE

1. The Captain of Police and the Borough agree that there shall be a clothing allowance in accordance with Article XX of the current Collective Bargaining Agreement between

the Borough of Bogota and F.O.P. Lodge 161 plus an additional \$1000.00 per year starting the first day of January of each year, with the effective date of January 1, 2024.

2. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty or reimburse the Captain of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and the Captain of Police.

3. It shall be left to the professional discretion of the Captain of Police as to when he should wear formal or informal uniform or plain clothes.

ARTICLE XIV

PROFESSIONAL AND PERSONAL USE OF BOROUGH VEHICLE

1. The Borough agrees to supply the Captain of the Bogota Police Department with an unmarked automobile to be used for police work. The make and model of the automobile shall be determined by the Borough. However, it shall be a full-sized, four-door vehicle and shall be equipped with such equipment as is needed for police work.

2. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as traveling to and from work, attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Captain of the Bogota Police Department.

3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.

4. The automobile shall not be used by anyone other than the Captain of the Bogota Police Department, except that the Captain may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE XV

SALARY

Commencing on March 21, 2024 the Captain's salary shall be \$167,000.00. For the years 2024, 2025 and 2026 the Captain of Police shall receive 2.75% increases. For the year 2024, said salary shall have commenced on March 21, 2024 the date of appointment as Captain. Thereafter, the salary adjustments shall commence on the 1st day of January beginning on January 1st of the year listed below, the salary shall be:

March 21, 2024 – December 31, 2024: \$167,000.00

January 1, 2025 – December 31, 2025: \$171,592.50

January 1, 2026 – December 31, 2026: \$176,311.30

In recognition of the Captain's status as an exempt employee under the Fair Labor Standards Act (FLSA), he shall not be entitled to overtime or additional overtime compensation at 1.5 times the hourly rate with the exception of off-duty employment where an outside contractor pays the Borough of Bogota for the services of an officer (Private Sector). The rules governing the number of hours shall comply with the Borough's contract for officer employment by outside contractors. The Captain will not be eligible for off duty employment unless all regular members of the department are unavailable for the detail. The Captain's flat rate for Private Sector details will be \$105.00 an hour as opposed to the actual overtime rate for his salary.

Compensatory time shall be paid pursuant to the following rules: It shall be paid as straight time hour for hour. The time shall not accrue until after forty-five (45) hours worked in a week period. In the event that an employee elects to receive compensatory time then said compensatory time shall accumulate in a compensatory time off (CTO) bank. At no time shall the CTO bank exceed four hundred eighty (480) hours. Upon retirement, time accumulated in the CTO bank will be added to terminal leave allotment or can be split up in payments over a three (3) year period. If a member separates from the department in good standing, other than retirement, time owed will be paid in one (1) lump sum. Requests for utilization of compensatory time shall be subject to approval by the Chief of Police and Borough Administrator. Employee may at their discretion apply for a maximum annual cash payment of \$5,000.00 against their compensatory time.

ARTICLE XVI

TRAINING

The Captain shall be able to attend any Police or Management training with the approval of the Chief of Police. The Borough agrees to reimburse the Captain the costs for the training. The costs covers the training and related expenses including travel and accommodations if necessary.

ARTICLE XVII

SEPARABILITY & SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall

be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII
FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XIX
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Charter, Ordinances, or Rules and Regulations of the Police Department for the Borough, and any present or past benefits which the Captain of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

ARTICLE XX

TERM

THIS AGREEMENT shall be in full force and effect retroactive to March 21, 2024 and all benefits, terms and conditions of this Agreement shall remain in full force and effect until such time a successor agreement is negotiated and agreed to, except that the salary shall remain at the 2026 pay rate. Both parties to this agreement are required to schedule a negotiating session within the last quarter of the 2026 calendar year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

**CAPTAIN OF POLICE
FOR THE BOROUGH OF BOGOTA**

**ON BEHALF OF THE
BOROUGH OF BOGOTA**

WITNESS

WITNESS

DATED: _____

DATED: _____

**RESOLUTION # 2025-234****DATE: 11-06-2025**

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

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

Be it resolved by the Mayor and Council of the Borough of Bogota, Bergen County, New Jersey upon the recommendation of the Borough Engineer that the Change Order for the Contract listed below be and is hereby approved.

TITLE OF JOB: Veteran's Memorial Park and Community Garden Improvements (LRIG Funded)

CONTRACTOR: B. Puntasecca Contractors, Inc., 210 Willow Road Hackensack, NJ 07601

CHANGE ORDER No.: 2 & FINAL

ORIGINAL CONTRACT AMOUNT		\$85,467.50
AMOUNT OF CHANGE ORDER THIS RESOLUTION:	Decrease -5.85%	-\$5,000.00
AMOUNT OF CHANGES TO DATE:	Increase +7.14%	+\$6,100.00
TOTAL ADJUSTED AMOUNT PER CO NO. 2		\$91,567.50

REASON FOR CHANGE: Reduction – Unused Allowance for Veolia Water Service Connection.

NEGLIA FILE NO.: BOGOMUN24.015



RESOLUTION # 2025-234

DATE: 11-06-2025

This Resolution to take effect upon certification of this Resolution by the Borough Treasurer that sufficient funds are available.

Dated: _____

Approved:

Mayor

CERTIFICATION

I hereby certify that funds are available in the line item _____
_____, fund code _____.

Certified: _____

Treasurer

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 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

October 9, 2025

Yenlys Flores-Bolivard, Borough Clerk
Borough of Bogota
375 Larch Avenue
Bogota, NJ 07603

Re: **Recommendation of Payment Application No. 3 & Final**
Veteran's Memorial Park & Community Garden Improvements (LRIG Funded)
Borough of Bogota
Bergen County, New Jersey
Neglia File No.: BOGOMUN24.015

Dear Ms. Flores-Bolivard,

Enclosed please find the following documents with regard to the above referenced project, which reflects the work performed within Bogota:

- Borough of Bogota Voucher No. 3 in the amount of Fifty-Nine Thousand Eight Hundred and Twenty-Five Dollars and Thirty Cents (\$59,825.30);
- Engineer's Certificate No. 3 in the amount of Fifty-Nine Thousand Eight Hundred and Twenty-Five Dollars and Thirty Cents (\$59,825.30);
- Maintenance Bond in the amount of Thirteen Thousand Seven Hundred and Thirty-Five Dollars and Thirteen Cents \$13,735.13;
- Change Order No. 2 & Final;
- Change Order Draft Resolution; and
- Certified Payrolls.

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.

Sincerely,
Neglia Group

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

Sincerely,
Neglia Group

Yasseen M. Saad, P.E.
For the Borough Engineer
Borough of Bogota

Cc: Conall O'Malley, Borough Administrator (via E-mail)
Greg Bock, Chief Financial Officer (via E-mail)
B. Puntasecca Contractors, Inc. (via E-mail)

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



2330

"Quality... Reliability... Unsurpassed!"

210 WILLOW AVENUE • HACKENSACK, NEW JERSEY 07601

TEL: 201.489.5433 • FAX: 201.489.3705

NJ CONTRACTOR ID: 13VH01304100 • NJ PUBLIC WORKS CONTRACTOR ID: 633497 • NJ-DPMC CLASSIFIED C009

NJ CERTIFIED SBE • NJ-SDA APPROVED • BBB ACCREDITED • EPA LEAD SAFE

TRANSMITTAL

TO: <u>Neglia</u>	FROM: <u>Bill Puntasecca</u>			
COMPANY:	DATE: <u>10/20/2025</u>			
ADDRESS: <u>34 Park Avenue</u>	TOTAL NO. OF PAGES INCLUDING COVER			
CITY/STATE/ZIP: <u>Lyndhurst NJ 07071</u>	PHONE NUMBER:			
RE: <u>Borough of Bogota - Veterans Memorial Park - Community Garden</u>	FAX NUMBER:			
☐ URGENT	☐ FOR REVIEW	☐ PLEASE COMMENT	☐ PLEASE REPLY	☐ PLEASE RECYCLE

WE ARE:

- | | | |
|---|---|---------------------------------------|
| ☒ SENDING YOU | ☐ REQUESTING | ☐ RETURNING |
| ☐ ENCLOSED | ☐ UNDER SEPERATE COVER | ☐ BY MESSENGER |

THE FOLLOWING:

- | | | | |
|--|------------------------------------|---|---|
| ☐ SHOP DRAWINGS | ☐ SUBMITTAL | ☐ REQUISITION | ☐ CERT. OF INSURANCE |
| ☐ SCHEDULES | ☐ PLANS | ☐ COPY OF LETTER | ☐ OTHER: _____ |

QTY.	TITLE OR DESCRIPTION
	Borough of Bogota - Veterans Memorial Community Garden.
	006270 BPCI Invoice (Total pages 2)
	006276 Res 4 (Total pages 2)
	Borough of Bogota Purchase order \$Eng cent. (Total pages 2)
	Cert. payroll (Total pages 30)
	Consent of Surety (Total pages 2)
	Maintenance Bond (Total pages 2)

RECEIVED BY: Melissa DunnDATE: 10/20/25

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

NEGLIA GROUP
ENGINEER'S CERTIFICATE N° 3

MUNICIPALITY: Borough of Bogota
PROJECT: Veteran's Memorial Park and Community Garden Improvements (LRIG Funded)
CONTRACTOR: B. Puntasecca Contractors Inc.
210 Willow Road Hackensack, NJ 07601

SHEET: 1 of 1
DATE: October 9, 2025
NEGLIA FILE: BOGOMUN24.015

Base Bid & Alternate Bid A: Veteran's Memorial Park and Community Garden Improvements (LRIG Funded)

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	EXTRA OR SUPPL.	REDUCTION	PREVIOUS ESTIMATE	QTY. THIS ESTIMATE	QUANTITY TO DATE	UNIT PRICE	AMOUNT THIS EST.	AMOUNT EXTRA	AMOUNT REDUCTION	AMOUNT TO DATE
1	Mobilization	LS	1			1.00		1.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
2	Clearing Site / Demolition	LS	1			0.50	0.50	1.00	\$ 5,300.00	\$ 2,650.00	\$ -	\$ -	\$ 5,300.00
3	Belgium Block Curb	LF	30			30.00		30.00	\$ 50.00	\$ -	\$ -	\$ -	\$ 1,500.00
4	Brick Pavers	SY	36			36.00		36.00	\$ 135.00	\$ -	\$ -	\$ -	\$ 4,860.00
5	Segmented Landscape Seat Wall	SFF	100			100.00		100.00	\$ 50.00	\$ -	\$ -	\$ -	\$ 5,000.00
6	Concrete Pad, Reinforced, 6" Thick	SY	10				10.00	10.00	\$ 140.00	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00
7	DGA Pavement	SY	75			75.00		75.00	\$ 90.00	\$ -	\$ -	\$ -	\$ 6,750.00
8	New 1" Water Service, Complete with Seasonal Irrigation Meter Enclosure, Backflow Preventer & Hosebib Spigot for Community Garden	LS	1				1.00	1.00	\$ 10,900.00	\$ 10,900.00	\$ -	\$ -	\$ 10,900.00
9	Planting/Seeding	LS	1			0.25	0.75	1.00	\$ 15,520.00	\$ 11,640.00	\$ -	\$ -	\$ 15,520.00
10	Combination Trash & Recycling Receptacles	UNIT	2				2.00	2.00	\$ 5,793.75	\$ 11,587.50	\$ -	\$ -	\$ 11,587.50
11	Clean, Power Wash, and Re-Seal Existing Pavers	SY	180				180.00	180.00	\$ 15.00	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00
12	Contract Allowance for Veolia Water Service Connection	ALLOW	1		1.00			0.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -
13	Electrical Conduit, Wiring, and GFI Outlet with Secure Locking Cover	LS	1			1.00		1.00	\$ 4,750.00	\$ -	\$ -	\$ -	\$ 4,750.00
14	Final Cleanup	LS	1				1.00	1.00	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00
S1	Additional Paver Circle with Belgium Block Edging, Complete	LS	1	1.00			1.00	1.00	\$ 11,100.00	\$ 11,100.00	\$ 11,100.00	\$ -	\$ 11,100.00
TOTAL BASE BID & ALT. A										\$ 59,177.50	\$ 11,100.00	\$ 5,000.00	\$ 91,567.50

Note:

BID PRICE:	\$ 85,467.50	TOTAL AMOUNT TO DATE:	\$ 91,567.50
EXTRA & SUPPLEMENTAL:	\$ 11,100.00	LESS 2%:	
TOTAL:	\$ 96,567.50	BALANCE:	\$ 91,567.50
REDUCTIONS:	\$ 5,000.00	LESS PREVIOUS PAYMENT:	\$ 31,742.20
ADJUSTED AMOUNT:	\$ 91,567.50	AMOUNT DUE:	\$ 59,825.30

APPROVED:

ENGINEER

CONTRACTOR

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by Prior Payment Estimates; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Payment Estimate will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER)



210 Willow Avenue, Hackensack, NJ 07601

Tel: 201.489.5433 Fax: 201.489.3705

NJ Contractor ID 13VH01304100

NJ Public Works Contractor ID 633497

Invoice

DATE	INVOICE #
10/9/25	7012
CUST. P.O. #	ESTIMATE #
250464	

BILL TO

Borough of Bogota
Borough Administrator
375 Larch Avenue
Bogota, NJ 201-487-2400

PROJECT NAME

Veteran's Pk & Community Garden

TERMS**DUE DATE**

Due on receipt

10/9/25

DESCRIPTION	AMOUNT
Job Location: Veteran's Memorial Park & Community Garden Requisition 4 Sales Tax Exempt	43,851.30T 0.00
"Quality...Reliability...Unsurpassed!"	Total \$43,851.30



210 Willow Avenue, Hackensack, NJ 07601

Tel: 201.489.5433 Fax: 201.489.3705

NJ Contractor ID 13VH01304100

NJ Public Works Contractor ID 633497

Invoice

DATE	INVOICE #
8/27/25	7013
CUST. P.O. #	ESTIMATE #
250464	

BILL TO

Borough of Bogota
Borough Administrator
375 Larch Avenue
Bogota, NJ 201-487-2400

PROJECT NAME

Veteran's Pk & Community Garden

TERMS**DUE DATE**

Due on receipt

8/27/25

DESCRIPTION	AMOUNT
Job Location: Veteran's Memorial Park & Community Garden	
Requisition 3	15,974.00T
Sales Tax Exempt	0.00
"Quality...Reliability...Unsurpassed!"	
Total	\$15,974.00

CHANGE ORDER NUMBER - 2 and Final

Project Veteran's Memorial Park and Community Garden Improvements (LRIG Funded) Municipality <u>Borough of Bogota</u> County <u>Bergen County</u> Contractor B. Puntasecca Contractors Inc., 210 Willow Road Hackensack, NJ 07601	NEA Project #: BOGOMUN24,015 Date: 10/9/2025
In accordance with the project Supplementary Specification, the following are changes in the contract. Location and Reason for Change (Attach additional sheets if required) - <i>Extra - Additional Work Based on Site Conditions and Requested by the Borough</i> <i>Reduction - Reduction of Unused Quantities</i>	

<u>Item No.</u>	<u>Description</u>	<u>Quantity(+/-)</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
<u>Reduction</u>					
12	Contract Allowance for Veolia Water Service Connection	1.00	ALLOW	\$5,000.00	<u>\$5,000.00</u>
				Total Reduction (Base Bid)	<u>\$5,000.00</u>
				Total Change (Base Bid)	<u>(\$5,000.00)</u>

Amount of Original Contract

\$85,467.50

Total Extra (Base Bid)	<u>\$0.00</u>
Total Reduction (Base Bid)	<u>\$5,000.00</u>
Total Change (Base Bid)	<u>(\$5,000.00)</u>

Adjusted Amount Based on Change Orders 1 & 2

\$91,567.50

Change in Contract
 Change in Contract
 [(+) Increase or (-) Decrease]

(\$5,000.00)	-5.85% Decrease	this C.O.
\$6,100.00	7.14% Increase	to date

(Engineer)

(Date)

(Presiding Officer)

(Date)

(Contractor)

(Date)

BOROUGH OF BOGOTA

375 LARCH AVENUE

BOGOTA, NJ 07603

TEL 201-342-1736

EMAIL clerk@bogotaonline.org

VOUCHER No.**MUN24.015****PURCHASE ORDER NO.****3****VENDOR CODE****FUND CODE****TO:**

B. Puntasecca Contractors Inc.

210 Willow Road

Hackensack, NJ 07601

ISSUING DEPT.

Engineering

DATE

October 9, 2025

N.J. SALES TAX EXEMPTION**NEA JOB #: BOGOMUN24.015**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	For labor, material and equipment in accordance with the project entitled "Veteran's Memorial Park and Community Garden Improvements (LRIG Funded)," time and materials tickets attached hereto.		\$59,825.30
		TOTAL	\$59,825.30

PURCHASING AGENT

DATE

FUNDS AVAILABLE TREASURER

DATE

DEPARTMENTAL CERTIFICATION

I, having knowledge of the facts; certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

SIGNATURE

DATE

EXAMINED AND APPROVED FOR PAYMENT

TOWN ADMINISTRATOR

DATE

CLAIMANT'S CERTIFICATION AND DECLARATION

I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DONE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

X

SIGNATURE

OFFICIAL POSITION

DATE

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT

MAINTENANCE BOND

Bond Number 7476004

KNOW ALL MEN BY THESE PRESENTS, that we, B. Puntasecca Contractors, Inc., 210 Willow Avenue Hackensack, NJ 07601 as Principal, and Old Republic Insurance Company, 631 Excel Drive, Suite 200 Mt. Pleasant, PA 15666, a Pennsylvania corporation, as Surety, are held and firmly bound unto Borough of Bogota, 375 Larch Avenue Bogota, NJ 07603 as Obligee, in the full and just sum of Thirteen Thousand Seven Hundred Thirty-five And 15/100 Dollars (\$13,735.15) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with Borough of Bogota

Dated 20th of March, 2025
for Borough of Bogota-Veteran's Memorial Park-Community Garden-Improvements (LRIG Funded)

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of 2 year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

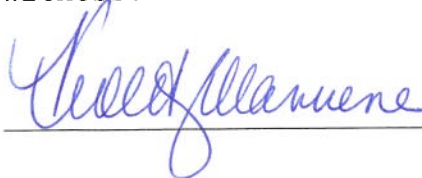
WHEREAS, the said contract has been completed, and was approved on 10/15/2025

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Within 2 year(s) from the date of approval of the said contract, the work done under the terms of said contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said contract, or it shall appear the defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

Signed and sealed this 15th day of October, 2025.

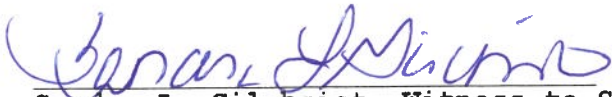
Witness:

B. Puntasecca Contractors, Inc.
Principal

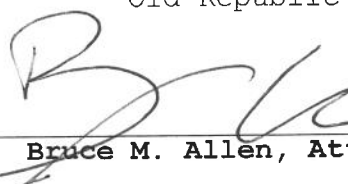


By: William Puntasecca

Old Republic Insurance Company
Surety



Sandra L. Gilchrist, Witness to Surety

By: 
Bruce M. Allen, Attorney-in-fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BRUCE M. ALLEN, GREGORY M. ALLEN, KENNETH C. TURNER of WEST CHESTER, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of September, 2022.

OLD REPUBLIC INSURANCE COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



66-0033

ORSC 11008 (6-93)

KOG INTERNATIONAL INC

Signed and sealed at the City of Brookfield, WI this 15th day of October, 2025

Karen J. Haffner
Assistant Secretary



AIA Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
Borough of Bogota-Veteran's Memorial
Park-Community Garden-Improvements (LRIG
Funded)

ARCHITECT'S PROJECT NUMBER:

OWNER: ☒

CONTRACT FOR: Construction

ARCHITECT: ☒

Borough of Bogota-Veteran's Memorial Park-Community
Garden-Improvements (LRIG Funded)

CONTRACTOR: ☒

SURETY: ☒

OTHER: ☒

TO OWNER: *(Name and address)*

CONTRACT DATED: 3/20/2025

Borough of Bogota
375 Larch Avenue

Bogota, NJ 07603

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Old Republic Insurance Company
631 Excel Drive, Suite 200

Mt. Pleasant, PA 15666

, SURETY,

on bond of

(Insert name and address of Contractor)

B. Puntasecca Contractors, Inc.
210 Willow Avenue

Hackensack, NJ 07601

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to

(Insert name and address of Owner)

Borough of Bogota
375 Larch Avenue

Bogota, NJ 07603

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 10/15/2025

(Insert in writing the month followed by the numeric date and year.)

Old Republic Insurance Company

(Surety)

(Signature of authorized representative)

Bruce M. Allen, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal): Sandra L. Gilchrist

Witness to Surety



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BRUCE M. ALLEN, GREGORY M. ALLEN, KENNETH C. TURNER of WEST CHESTER, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



66-0033

ORSC 11008 (6-93)

KOG INTERNATIONAL INC

Signed and sealed at the City of Brookfield, WI this 15th day of October, 2025.

Karen J. Haffner
Assistant Secretary



Application and Certificate for Payment

TO OWNER: Borough of Bogota 375 Larch Avenue Bogota, NJ 07603

PROJECT: Bogota-Veteran's Mem Pk & Comm Garden West Fort Lee Rd & River Rd Bogota, NJ 07603

APPLICATION NO: 4 PERIOD TO: 9.25.2025

DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR FIELD OTHER

FROM CONTRACTOR: B. Puntasecca Contractros, Inc. 210 Willow Avenue Hackensack, NJ 07601

VIA ARCHITECT: Neglia Group 34 Park Avenue Lyndhurst, NJ 07071

CONTRACT FOR: CONTRACT DATE: 3.2025 PROJECT NOS: /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 85,467.50

2. NET CHANGE BY CHANGE ORDERS \$ 6,100.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 91,567.50

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 91,567.50

5. RETAINAGE:

a. % of Completed Work (Columns D + E on G703) \$ 0.00

b. % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 91,567.50 (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 47,716.20 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 43,851.30

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00 (Line 3 minus Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: B. Puntasecca Contractros, Inc.

By: B. Puntasecca Date: 9/19/2025

State of: New Jersey

County of: Bergen

Subscribed and sworn to before me this 19th day of September

Notary Public: Violeta N Villanueva My Commission Expires 08/17/2030

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 11,100.00	\$ 5,000.00
TOTAL	\$ 11,100.00	\$ 5,000.00
NET CHANGES by Change Order	\$ 6,100.00	

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original signature that changes will not be observed.

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **4**

APPLICATION DATE: 9.25.2025

PERIOD TO: 9.25.2025

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C – G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
2	Mobilization	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.0	\$0.00	\$0.00
3	Site Clearing/Demolition	\$5,300.00	\$2,650.00	\$2,650.00	\$0.00	\$5,300.00	100.0	\$0.00	\$0.00
4	Belgium Block Curb	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.0	\$0.00	\$0.00
5	Brick Pavers	\$4,860.00	\$4,860.00	\$0.00	\$0.00	\$4,860.00	100.0	\$0.00	\$0.00
6	Segmented Landscape Seat Wall	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.0	\$0.00	\$0.00
7	Concrete Pad	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	100.0	\$0.00	\$0.00
8	DGA Pavement	\$6,750.00	\$6,750.00	\$0.00	\$0.00	\$6,750.00	100.0	\$0.00	\$0.00
9	New 1" Water Service...	\$10,900.00	\$0.00	\$10,900.00	\$0.00	\$10,900.00	100.0	\$0.00	\$0.00
10	Planting/Seeding	\$15,520.00	\$3,880.00	\$11,640.00	\$0.00	\$15,520.00	100.0	\$0.00	\$0.00
11	Trash/Recycle Bins	\$11,587.50	\$0.00	\$11,587.50	\$0.00	\$11,587.50	100.0	\$0.00	\$0.00
12	Clean/Powerwash Pavers	\$2,700.00	\$0.00	\$2,700.00	\$0.00	\$2,700.00	100.0	\$0.00	\$0.00
13	Allowance - Veolia Water Service	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.0	\$0.00	\$0.00
14	Electrical Conduit/Wiring/GFI	\$4,750.00	\$4,750.00	\$0.00	\$0.00	\$4,750.00	100.0	\$0.00	\$0.00
15	Final Clean Up	\$7,200.00	\$0.00	\$7,200.00	\$0.00	\$7,200.00	100.0	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
17	Credit - Veolia Water Service	-\$5,000.00	\$0.00	\$0.00	-\$5,000.00	-\$5,000.00	100.0	\$0.00	\$0.00
18	Additional Paver Walk	\$11,100.00	\$0.00	\$11,100.00	\$0.00	\$11,100.00	100.0	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00
GRAND TOTAL		\$91,567.50	\$32,390.00	\$64,177.50	-\$5,000.00	\$91,567.50		\$0.00	\$0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Certified Payroll Report

Contractor		B PUNTASECCA CONTRACTORS INC 210 WILLOW AVE HACKENSACK, NJ 07601-1629		Project		Borough of Bogota:Veteran's Pk & Community Garden		Project/Contract # Payroll Number For Week Ending	
								1 5/31/2025	

I, William Puntasecca, President, do hereby state:

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

[illegible]

Name and Title	William Funtasecca, President
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Signature _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor	B PUNTASECCA CONTRACTORS INC 210 WILLOW AVE HACKENSACK, NJ 07601-1629	Project	Borough of Bogota:Veteran's Pk & Community Garden	Project/Contract #																			
				Payroll Number	1																		
				For Week Ending	6/7/2025																		
Hours Worked by Day																							
Employee Name	Work ID Classification	Pay Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Timesheet	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Total Other	Total Deduct	Net Pay

Date: Jul-07, 2025
I, **William Puntasecca, President**, do hereby state:

(1) That I pay or supervise the payment of the persons employed by B PUNTA SECCA CONTRACTORS INC on the project Borough of Bogota: Veteran's Pk & Community Garden; that during the payroll period commencing on Jun-08, 2025 and ending on Jun-14, 2025 all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said B PUNTA SECCA CONTRACTORS INC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

Exception (Craft)	Explanation
Remarks:	

Name and Title William Puntasecca, President	Signature 
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor		B PUNTA SECCA CONTRACTORS INC 210 WILLOW AVE HACKENSACK, NJ 07601-1629		Project		Borough of Bogota: Veteran's Pk & Community Garden		Project/Contract # Payroll Number For Week Ending	
								1 6/14/2025	
		</							

I, William Puntasecca, President, do hereby state:

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

[illegible]

Signature

Alfred L. Jones

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor				B PUNTA SECCA CONTRACTORS INC				Project				Borough of Bogota: Veteran's Pk & Community Garden				Project/Contract #												
				210 WILLOW AVE								Borough Administrator				Payroll Number												
				HACKENSACK, NJ 07601-1629								Bogota, NJ 201-487-2400				For Week Ending												
																1												
																6/21/2025												
				Hours Worked by Day							Timesheet		Job		Fringe		Total		Social		Medi-		Federal		State		Total	
Employee Name	ID	Work Classification	Pay Type	Sun 15	Mon 16	Tue 17	Wed 18	Thu 19	Fri 20	Sat 21	Hours	Paid Hours	Rate	Gross Pay	Rate	Check Number	Gross Pay	Security	care	Tax	Tax	Other	Deduct	Net Pay	Total			
Fleischmann, Erich		Laborer Class B NJBC	RT	3.25							3.25	3.25	73.12	237.64	0.00	14282	237.64	14.73	3.45	0.00	3.56	2.34	24.08	213.56				
Kata, Michael	8693	Laborer Class B NJBC	RT	2.75							2.75	2.75	73.12	201.08	0.00	14283	201.08	12.47	2.92	0.00	3.02	1.99	20.40	180.68				
Puntasecca., William	6216	Laborer Foreman NJBC	RT	5.00							5.00	5.00	75.88	379.40	3.27	14286	1,624.30	100.70	23.55	146.28	40.43	12.34	323.30	1,301.00				
Rotondo, Michael	1404	Laborer Class B NJBC	RT	6.00							6.00	6.00	73.12	438.72	0.00	201834	1,768.84	109.67	25.65	264.26	79.20	9.91	488.89	1,280.15				

Certified Payroll Report

Contractor		B PUNTA SECCA CONTRACTORS INC 210 WILLOW AVE HACKENSACK, NJ 07601-1629		Project		Borough of Bogota: Veteran's Pk & Community Garden		Project/Contract # Payroll Number For Week Ending		1 6/28/2025	
				</							

I, William Puntasecca, President, do hereby state:

(c) EXCEPTIONS

[illegible]

Name and Title
William Puntasecca, President

Signature _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 2381 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor		B PUNTASECCA CONTRACTORS INC 210 WILLOW AVE HACKENSACK, NJ 07601-1629		Project		Borough of Bogota: Veteran's Pk & Community Garden		Project/Contract #	
								Payroll Number 1	
								For Week Ending 7/5/2025	

I, William Puntasecca, President, do hereby state:

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

[illegible]

Remarks:

Name and Title
William Puntasecca, President

Signature _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 2314 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor		B PUNTASECCA CONTRACTORS INC 210 WILLOW AVE HACKENSACK, NJ 07601-1629		Project		Borough of Bogota:Veteran's Pk & Community Garden		Project/Contract # Payroll Number For Week Ending		1 7/12/2025	

I, William Puntasecca, President, do hereby state:

(c) EXCEPTIONS

[illegible]

Certified Payroll Report

Contractor		B PUNTASECCA CONTRACTORS INC 210 WILLOW AVE HACKENSACK, NJ 07601-1629		Project		Borough of Bogota:Veteran's Pk & Community Garden		Project/Contract # Payroll Number For Week Ending	
								1 7/19/2025	

I, **William Puntasecca**, President, do hereby state:

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

(c) EXCEPTIONS

[illegible]

Signature _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 10001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor				B PUNTA SECCA CONTRACTORS INC				Project				Borough of Bogota: Veteran's Pk & Community Garden				Project/Contract #																			
				210 WILLOW AVE								Borough Administrator				Payroll Number																			
				HACKENSACK, NJ 07601-1629								375 Larch Avenue				For Week Ending																			
												Bogota, NJ 201-487-2400				1																			
																7/28/2025																			
Employee Name		ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet		Job	Fringe		Check	Total		Social Security		Medicare		Federal Tax		State Tax		Other		Total		Deduct		Net Pay	
					Sun 20	Mon 21	Tue 22	Wed 23	Thu 24	Fri 25	Sat 26																								
Puntasecca Jr., Richard		3094	Laborer Class B NJBC	RT							1.75		1.75		127.96	0.00	14347	127.96	127.96	7.94	1.85	0.00	1.63	1.26	12.68	115.28									
Puntasecca, Rory		0976	Laborer Class B NJBC	RT							1.75		1.75		127.96	0.00	14350	127.96	127.96	7.94	1.85	0.00	1.63	1.26	12.68	115.28									
Puntasecca., William		6216	Laborer Foreman NJBC	RT				9.00	2.25	3.00		14.25		1,081.29	3.27	14351	1,824.18	1,824.18	113.10	26.45	170.27	52.62	10.22	372.66	1,451.52										
Rotondo, Michael		1404	Laborer Class B NJBC	RT		0.50		9.75	2.25	2.00		14.50		1,060.24	0.00	201863	1,772.74	1,772.74	109.91	25.71	265.12	79.48	9.93	490.15	1,282.59										

Date: Aug-06, 2025
I, **William Puntasecca, President**, do hereby state:

(1) That I pay or supervise the payment of the persons employed by B PUNTASECCA CONTRACTORS INC on the project Borough of Bogota-Veteran's PK & Community Garden; that during the payroll period commencing on Jul-27, 2025 and ending on Aug-02, 2025 all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said B PUNTASECCA CONTRACTORS INC from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat 357, 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

☐ (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

☐ (b) WHERE FRINGE BENEFITS ARE PAID IN CASH Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

Exception (Craft)	Explanation
Remarks:	

Name and Title William Puntasecca, President	Signature 
---	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor		B PUNTASECCA CONTRACTORS INC 210 WILLOW AVE HACKENSACK, NJ 07601-1629				Project		Borough of Bogota: Veteran's Pk & Community Garden				Project/Contract # Payroll Number For Week Ending		1 8/2/2025	

Project Name	Borough of Bogota/Veteran's Pk & Community Garden	Project No. or Contract No.		Prime Contractor's Business Name	B PUNTA SECCA CONTRACTORS INC
Project Location	Borough of Bogota, Borough Administrator, 375 Larch Avenue,	Certified Payroll No.	1	Certifying Official's Name and Title	Dominic Puntasecca DiCarlo, President
Week Ending Date	9/9/2025				

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OAT"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

Apprenticeship Program Name	Registered	Name of Labor Classification
-----------------------------	------------	------------------------------

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS					
If an amount is listed in (88) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.					
FB Name	Accrued Sick	FB Name	Accrued Vacation	TOTAL	
FB Type		FB Type		HOURLY	
Plan No.		Plan No.		CREDIT	
	☐ Funded	☒ Unfunded	☐ Funded	☒ Unfunded	
Name of Worker		Hourly Rate			
Puntasecca, William		Hourly Rate			
Rotondo, Michael		Hourly Rate			

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

Additional Remarks

Signature of Certifying Official	Date	Telephone Number	Email Address
	9/27/2025		

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

Certified Payroll Report

☐ Submission of Final DBRA Certified Payroll Form

☒ Prime Contractor ☐ Sub Contractor

Project Name	Borough of Bogota; Veteran's Pk & Community Garden	Project No. or Contract No.	1
Project Location	Borough of Bogota, Borough Administrator, 375 Larch	Certified Payroll No.	8/9/2025
Wage Determination No.	34-11-56.25	Week Ending Date	
	Prime Contractor Address	B PUNTA SECCA CONTRACTORS INC	
		210 WILLOW AVE HACKENSACK, NJ 07601-1628	

Worker Entry No.	Worker Name	Worker Identifying No.	(J) Journeyworker/ (RA) Registered Apprentice	Labor Classification	Pay Type	Hours Worked by Day							Total Hours Worked for the Week	Paid Hours on Check	Hourly Wage Rate Paid for ST, OT and DT	Gross Amt Earned	Total Fringe Benefit Credit	Payment in Lieu of Fringe Benefits	Check Number	Gross Amt Earned for All Work	Deduction for All Work					Net Payment to Worker for All Work	
						Sun 3	Mon 4	Tue 5	Wed 6	Thu 7	Fri 8	Sat 9									Social Security	Medicare	Federal Tax	State Tax	Other (Must specify and see Instructions)		
1	Puntasacca, William	6216	J	Laborer Foreman NJBC	ST OT DT	2.50	1.00	0.50					4.00	4.00	75.88	303.52	3.27	0.00	14370	1,694.85	105.08	24.58	154.75	44.73	9.49	338.63	1,356.22
2	Rotondo, Michael	1404	J	Laborer Class B NJBC	ST OT DT	1.50							1.50	1.50	73.12	109.68	0.00	0.00	ef	1,600.26	99.22	23.20	227.17	67.40	8.96	425.95	1,174.31

Project Name	Borough of Bogota Veteran's Pk & Community Garden	Project No. or Contract No.		Prime Contractor's Business Name	B PUNTASECCA CONTRACTORS INC
Project Location	Borough of Bogota, Borough Administrator, 375 Larch Avenue,	Certified Payroll No.	1	Certifying Official's Name and Title	Donna Puntasecca DiCarlo, President
Week Ending Date	10/11/2025				

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

- ☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- ☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- ☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

Apprenticeship Program Name	Registered	Name of Labor Classification
-----------------------------	------------	------------------------------

- ☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

Name of Worker	Funded		Unfunded		Hourly Rate	TOTAL HOURLY CREDIT
	Plan No	Unfunded	Plan No	Unfunded		
Puntasecca, William		☒		☒		

- ☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

Additional Remarks

William Puntasecca
Signature of Certifying Official

Date	10/17/2025	Telephone Number	201-489-5433	Email Address	bpuntasecca@gmail.com
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

☐ Submission of Final DBRA Certified Payroll Form

☒ Prime Contractor

☐ Sub Contractor

Certified Payroll Report

Project Name		Borough of Bogota/Veteran's Pk & Community Garden										Project No. or Contract No.		Certified Payroll No.		1			
Project Location		Borough of Bogota, Borough Administrator, 375 Larch										Prime Contractor's Business Name		B PUNTA SECCA CONTRACTORS INC		Week Ending Date		10/11/2025	
Wage Determination No.		34-11-56-25										Prime Contractor Address		210 WILLOW AVE, HACKENSACK, NJ 07601-1629					

Worker Entry No.	Worker Name	Worker Identifying No.	(J) Journeyworker/ (RA) Registered Apprentice	Labor Classification	Pay Type	Hours Worked by Day							Total Hours Worked for the Week	Paid Hours on Check	Hourly Wage Rate Paid for ST, OT and DT	Gross Amt Earned	Total Fringe Benefit Credit	Payment in Lieu of Fringe Benefits	Check Number	Gross Amt Earned for All Work	Deduction for All Work				Net Payment to Worker for All Work	
						Sun	Mon	Tue	Wed	Thu	Fri	Sat									Social Security	Medicare	Federal Tax	State Tax		Other (Must Specify and see Instructions)
1	Puntasecca, William	6216	J	Laborer Foreman NJBC	ST	1.00							1.00	1.00	75.88	3.27	0.00	14461	1,201.03	74.46	17.41	95.49	23.77	6.73	217.86	983.17

Payroll Certification for Public Works Projects

SUBMIT form via the NJ Wage Hub (njwages.nj.gov) or use other submission methods in the portal.

IMPORTANT: For purposes of law, you must *also* submit this form to the appropriate public body or lessor, either via the NJ Wage Hub or other methods.

Name of ☐ Contractor or ☒ Subcontractor TRI SEASON LANDSCAPING F.E.I.N. 651170917		Business Address 2560 US HWY 22 # 345 SCOTCH PLAINS, NJ 07076 Project Location BOGOTA NJ		Project Name VETERANS PARK Contract I.D. or Project I.D. Contractor Registration # 13VH02526800	
Payroll No.	Date Wages Due & Paid 10/17/2025	Week Ending Date 10/03/2025	or ☐ Final Certification 10/17/2025		

[illegible]

KEY: W= White; B= Black or African American;
A= Asian; N= American Indian or Native Alaskan;
I = Native Hawaiian or Pacific Islander; M= 2 or More

☐ Check if additional sheets attached

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.
— N.J.S.A. 34:11-56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 3:111-4.1 ET SEQ.

Payroll Certification for Public Works Projects

SUBMIT form via the NJ Wage Hub
(njwages.nj.gov) or use other submission
methods in the portal.

IMPORTANT: For purposes of law, you must also submit this form to the appropriate public body or lessor, either via the NJ Wage Hub or other methods.

Name of ☐ Contractor or ☒ Subcontractor		Business Address		Project Name
F.E.I.N. 223541355		51 WOODLAND AVE RINGWOOD NJ 07456		VETERANS MEMORIAL PK Contract I.D. or Project I.D.
Payroll No.	Date Wages Due & Paid	Project Location		Contractor Registration #
1	08/04/2025	RIVER RD & W FT LEE RD BOGOTA NJ		
				Week Ending Date 07/29/2025 or ☐ Final Certification

[illegible]

KEY W= White; B= Black or African American;
A= Asian; N= American Indian or Native Alaskan;
I= Native Hawaiian or Pacific Islander; M= 2 or More

See following page for instructions
☐ Check if additional sheets attached
 MW-562 (6/23)

(1) That I pay or supervise the payment of the persons employed by
PETER HYWEL PLUMBING & HEATING

(Contractor or Subcontractor) the RIVER RD & FLEE RD VETERAN MEMORIAL PK
(Project Name & Location)
that during the payroll period beginning on (date) 07/23/25, all persons employed on said project have been paid the full weekly wages earned, that no relatives have been or will be made either directly or indirectly to or on behalf of or for the benefit of the Contractor or Subcontractor from the full weekly wages earned by any person or that no deductions have been made or directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 17:260 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4, sec.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered with the United States Department of Labor, Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits have been or will be made when due to appropriate programs for the benefit of such employ-ees, as noted in Section 4(c) at right.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) at right.

(5) N.J.S.A. 12:60-2.1 and 5.1 – The Public Works employers shall submit to the public body or lessor a certified payroll record each pay period within 10 days of the payment of wages.

☒ By checking this box and typing my name below, I am electronically signing this application. I understand that an electronic signature has the same legal effect as a written signature.

Name	PETER HYWEL
Title	PRESIDENT
Date	07/29/25

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.
— N.J.S.A. 34:11-56.25 FT SEC. AND N.J.A.C. 12-60 FT SEC. AND N.J.S.A. 34:11-4.4 FT SEC.

4(c) Benefit Program Information in AMOUNT CONTRIBUTED PER HOUR (Must be completed if 4(a) is checked)

To calculate the cost per hour, divide 2,000 hours into the benefit cost per year per employee.

[illegible]

IMPORTANT: For purposes of law, you must also submit this form to the appropriate public body or lessee either via the NJ Wage Hub or other methods.

Name of ☐ Contractor or ☒ Subcontractor		Business Address		Project Name
		51 WOODLAND AVE RINGWOOD NJ 07456		VETERANS MEMORIAL PK Contract I.D. or Project I.D.
F.E.I.N. 223541355		Project Location		Contractor Registration #
Payroll No.	Date Wages Due & Paid	RIVER RD & W FT LEE RD BOGOTA NJ		
2	08/11/2025			
		Week Ending Date		
		08/05/2025		
		or ☐ Final Certification		

[illegible]

KEY W= White; B= Black or African American;
A= Asian; N= American Indian or Native Alaskan;
I= Native Hawaiian or Pacific Islander; M= 2 or More

See following page for instructions
☐ Check if additional sheets attached
 MW-562 (6/23)

**RESOLUTION # 2025-235****DATE: 11-06-2025**

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

**Governor's Council on Substance Use Disorder GCSUD
Fiscal Grant Cycle
2026-2027**

WHEREAS, the Governor's Council on Substance Use Disorder (GCSUD) established the Municipal Alliances for the Prevention of Substance Use Disorder in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent substance use disorder in communities throughout New Jersey.

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

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

WHEREAS, the Borough Council has applied for funding to the Governor's Council on Substance use Disorder through the County of Bergen.

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

1. The Borough Council does hereby authorize submission of a strategic plan for the Bogota, Municipal Alliance grant for fiscal year 2027 in the amount of:

GCSUD Grant	\$ 3836.33
Cash Match	\$ 959.08
In-Kind	\$ 2877.25



RESOLUTION # 2025-235

DATE: 11-06-2025

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

APPROVED: _____

Daniele Fede Mayor/Head of Governing Body

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, 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 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

2025-235



**COUNTY OF BERGEN
DEPARTMENT OF HEALTH SERVICES**

One Bergen County Plaza – 4th Floor – Hackensack, NJ 07601-7076
(201) 634-2600 • FAX (201) 336-6086

www.bergenhealth.org
healthdept@Bergencountynj.gov

James J. Tedesco III
County Executive

Hansel F. Asmar
Director/Health Officer

The Honorable Daniele Fede
375 Larch Avenue
Bogota, NJ 07603

Re:FY 2027 - Municipal Alliance Grant

Dear Mayor:

I am pleased to inform you that our Bergen County Alliance Steering Subcommittee (CASS) and the Bergen County Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) voted to allocate the below funding for fiscal year 2027 which begins July 1, 2026.

Please inform your Treasurer/CFO that pending approval of your grant application once submitted and reviewed, your Municipal Alliance funding and requirement totals for 2026/2027 are as indicated:

GCSUD award:	\$ 3,836.33
Cash Match requirement (25%):	\$ 959.08
In-Kind requirement (75%):	\$ 2,877.25
Total Grant	\$ 7,672.66

This letter of intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

The submission and approval of the revised Municipal Alliance Plan will be required to access these funds. A sample Resolution is attached to this email to be placed on the agenda for the next Mayor and Council meeting. Please have the signed Resolution forms back to us via email no later than **Friday, December 5, 2025**.

Do not hesitate to reach out to me should you need additional information or have any questions. On behalf of the Bergen County Alliance staff of the Bergen County Department of Health Services, Division of Mental Health and Addiction Services, I would like to thank you for your efforts to prevent substance abuse in your community and look forward to working with you for another successful year!

Sincerely,

Leidy Suriel
County Alliance Coordinator

**RESOLUTION # 2025-236****DATE: 11-06-2025**

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

RESOLUTION TO ADVERTISE FOR BIDS FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

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

COLLECTION AND TRANSPORTATION TO DESIGNATED DISPOSAL FACILITY OF GARBAGE AND REFUSE

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

Dated:

Certified: _____

Treasurer

Dated:

Approved: _____

Mayor

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a meeting held on 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-237****DATE: 11-06-2025**

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

AUTHORIZING THE CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE SENIOR CENTER FOR FRIENDS OF THE BOGOTA LIBRARY EVENT

WHEREAS, Section 3-12.1 of the Borough Code regulates the possession and consumption of alcohol in "public places" and allows such consumption when approval is issued by the Governing Body; and

WHEREAS, the Friends of the Bogota Library has requested permission to hold a BYOB (Bring Your Own Bottle) social event at the Senior Center on Saturday, November 8, 2025, from 7:00 p.m. to 10:00 p.m.; and

WHEREAS, the event is a fundraiser for the Friends of the Bogota Library, with an admission fee of \$45 per person, which includes a craft activity, coffee, tea, and desserts; and

WHEREAS, the Friends of the Bogota Library will be responsible for ensuring compliance with all applicable laws and regulations regarding the consumption of alcoholic beverages; and

WHEREAS, the event will be a private, ticketed event for adults only; and

WHEREAS, the Governing Body finds that permitting the consumption of alcoholic beverages at this event is in the best interest of the community and supports local organizations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, County of Bergen, State of New Jersey, as follows:

1. The Friends of the Bogota Library is hereby authorized to permit the consumption of alcoholic beverages (BYOB) at the Senior Center located at 375 Larch Ave, Bogota NJ 07603 ;/on Saturday, November 8, 2024, from 7:00 p.m. to 10:00 p.m.
2. This authorization is granted subject to the following conditions:
 - The event shall be limited to persons 21 years of age or older
 - No alcoholic beverages shall be sold at the event
 - The Friends of the Bogota Library shall be responsible for ensuring orderly conduct at the event
 - The Friends of the Bogota Library shall provide adequate insurance coverage and indemnification
 - The premises shall be restored to their original condition following the event



RESOLUTION # 2025-237

DATE: 11-06-2025

3. This resolution shall take effect 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 Mayor and Council at a meeting held on 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2025-238****DATE: 11-06-2025**

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

CHANGE ORDER NO. 11 – BENARD ASSOCIATES – BOGOTA COMMUNITY REC CENTER PROJECT

WHEREAS, the Borough of Bogota previously entered into an Agreement with Benard Associates for the project entitled “Bogota Community Rec Center”; and

WHEREAS, the Borough previously approved Change Order No.1 in the amount of \$2,935.50, Change Order No.2 in the amount of \$7,055.15, Change Order No.3 in the amount of \$65,303.66, Change Order No.4 in the amount of \$2,933.88, Change Order No. 5 in the amount of \$3,624.28, Change Order No. 6 in the amount of \$32,022.05, Change Order No.7 in the amount of \$9,069.23, Change Order No. 8 in the amount of \$9,810.35, Change Order No. 9 in the amount of \$9,028.80, and Change Order No. 10 in the amount of -\$16,928.00 amending the contract amount to \$5,022, 854.90; and

WHEREAS, Bilow Garrett Group Architects (Bilow Garrett) are in receipt of Change Order No. 11 in the amount of \$77,068.13 amending the contract amount to \$5,099,923.03, a copy of which is attached hereto and incorporated herein by reference, for the work performed on this project; and

WHEREAS, Bilow Garrett have reviewed Change Order No. 11 and find all the work to be satisfactorily complete; and

WHEREAS, the Borough Administrator and CFO have reviewed Change Order No. 11 in the amount of \$77, 068.13 from Benard Associates 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 Change Order No. 11 in the amount of \$77,068.13 amending the contract amount to \$5,099,923.03 from Benard Associates for the project entitled “Bogota Community Rec Center” a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to notify Bilow Garrett Change Order No. 11 in the amount of \$77,068.13 has been approved by the Governing Body.

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to take all steps necessary to effectuate Change Order No. 11 in the amount of \$77,068.13 amending the contract amount for this project to \$5,099,923.03.

**RESOLUTION # 2025-238****DATE: 11-06-2025****CERTIFICATION OF AVAILABLE FUNDS**

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

Line Item	Description	Amount
-----------	-------------	--------

Gregory Bock, CFO

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 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**AIA**[®]**Document G701[®] – 2017****Change Order****PROJECT:** *(Name and address)*

Borough of Bogota
 New Recreation Center
 162 West Main Street
 Bogota, New Jersey 07603

OWNER: *(Name and address)*

Borough of Bogota
 375 Larch Avenue
 Bogota, New Jersey 07603

CONTRACT INFORMATION:

Contract For: New Recreation Center
 Construction
 Date: 05-22-2025

ARCHITECT: *(Name and address)*

Bilow Garrett Group
 Architects and Planners, P.C.
 Ridgefield Park, New Jersey
 07660

CHANGE ORDER INFORMATION:

Change Order Number: 011
 Date: 10-31-2025

CONTRACTOR: *(Name and address)*

Benard Associates
 321 Hamburg Tpke #3
 Wayne, New Jersey 07470

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Paving and Concrete Curbs Per Change Order Request #8

The original Contract Sum was

\$ 4,898,000.00

The net change by previously authorized Change Orders

\$ 124,854.90

The Contract Sum prior to this Change Order was

\$ 5,022,854.90

The Contract Sum will be increased by this Change Order in the amount of

\$ 77,068.13

The new Contract Sum including this Change Order will be

\$ 5,099,923.03

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*

CONTRACTOR *(Signature)*

OWNER *(Signature)*

DAVID J. BILOW ARCHITECT
(Printed name, title, and license number if required)

(Printed name and title)

(Printed name and title)

10/31/2025
 Date

Date

Date

BENARD ASSOCIATES

*General Contractors
Construction Managers
Developers*

Bilow Architect Group
Architects & Planners
161 Main Street
Ridgefield Park, NJ 07660

September 25, 2025

RE: Bogota Recreation Center
Change Order Request #8
Paving and Concrete Curbs

Per your request, attached is the proposal for additional scope of paving and concrete curbs along West Main Street outside the project limits.

Atlantic Infrastructure, LLC-see attached proposal

- | | |
|--|-------------|
| • Paving Curb Patch | \$18,500.00 |
| • Milling and Paving 38'x 40'-Veolia Work Limits | \$5,850.00 |
| • Milling and Paving 235'x40' | \$23,425.00 |

Patriot Sawcutting, Inc. for new curb-see attached proposal \$1,490.00

Benard Associates, Inc.

- | | |
|---|------------|
| • Remove asphalt & existing curb -240 x 2; 480sf x 6" thick | |
| • 2 operators; 2 machines; 1 dumpster; 1 super | \$9,600.00 |

J.O.C Construction-see attached proposal

- | | |
|--------------------------------|------------|
| • New County Curb- \$30 per LF | \$7,200.00 |
|--------------------------------|------------|

	\$66,065.00
10%	<u>\$6,606.50</u>
	\$72,671.50
5%	<u>\$3,633.58</u>
	\$76,305.08
1%	<u>\$763.05</u>

TOTAL \$77,068.13

Please provide a change order as soon as possible.

Sincerely,
Scott Thomas
Scott Thomas
Project Manager



Atlantic Infrastructure LLC
PO Box 1826
POINT PLEASANT BEACH, NJ
08742 US
+17328998994
mgrabowski@atlanticinfra.com
<http://www.atlanticinfra.com>

Estimate

ADDRESS

Benard Associates
321 Hamburg Turnpike
Wayne, NJ 07470

ESTIMATE # 2502-048(A2) Bogota

DATE 09/22/2025

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Amendment - Borough Requests Borough of Bogota - Bogota Recreation Center Project 162 W Main St Bogota, NJ 2025 Paving Season M-F; 7AM - 4PM General Conditions: Proposal is based on ONE mobilization at time of other work for Curb Patching. Proposal is based on ONE mobilization at time of other work for Milling/Paving/Striping. Tax Exempt Public Work. 100% Union Workforce. 100% of this work qualifies as WBE spend. Price based on Mid September 2025 asphalt index and is subject to change at time work is completed. Excluded: Police/Traffic Control, Permits, Testing, Polymetric Joint Sealer/Adhesive			
	Paving Curb Patching Full Depth Paving 240' x 2' 6" 19M64 Base to Grade Price given by Minimum Mobilization LS	1	18,500.00	18,500.00
	Milling and Paving Veolia Work Limits - W Main St 38' x 40' Includes 2" Mill & Pave 9.5M64 Includes Additional Striping Price given by LS	1	5,850.00	5,850.00
	Milling and Paving	1	23,425.00	23,425.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Additional Borough Limits - W Main St 235' x 40' Includes 2" Mill & Pave 9.5M64 Includes Additional Striping Price given by LS			

Thank you for contacting Atlantic Infrastructure LLC. Your estimate is attached. Please contact Anthony Rizzuto at (908) 943-4832 if you have any questions.

TOTAL

\$47,775.00

Accepted By

Accepted Date



Patriot Sawcutting, Inc.
103 South Van Brunt Street
Englewood, NJ 07631
Telephone: (855) 729-2887

PROPOSAL

DATE: September 24, 2025
PROPOSAL TO: Benard Associates
ADDRESS: 321 Paterson Hamburg Turnpike
Wayne, NJ 07470
PHONE NUMBER: 973-942-4500
E-MAIL: scott@benardassociates.com

JOB NAME: Roadway
JOB ADDRESS: 162 West Main Street
Bogota, NJ
PREPARED BY: Tom VanGeldren
REQUESTED BY: Scott
CELL PHONE: 973-865-0258

PATRIOT SAWCUTTING, INC. WILL FURNISH THE NECESSARY LABOR AND EQUIPMENT TO PERFORM THE FOLLOWING WORK AS DESCRIBED BELOW:

Sawcut for New Curbs:

240' linear feet x 6" – 8" thick asphalt roadway.
Benard Associates to do all needed traffic and clean up.
Work bid using current New Jersey Prevailing Rates.

WE PROPOSE TO HEREBY FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF ONE THOUSAND FOUR HUNDRED NINETY DOLLARS AND ZERO CENTS \$1,490.00

IT IS UNDERSTOOD THAT ALL LAYOUT OF CORE HOLES AND/OR CUT LINES IS THE RESPONSIBILITY OF Benard Associates. WE WILL NOT BE RESPONSIBLE FOR DAMAGE TO UNFORESEEN PROPERTY, STRUCTURES OR UTILITIES INCLUDING AND NOT LIMITED TO ELECTRICAL CONDUITS, WATER LINES, GAS LINES, ETC. WHICH MAY BE BURIED WITHIN, ADJACENT TO, OR BELOW SLABS OR WALLS BEING CUT ALL OPENINGS ARE TO BE SECURED AND/OR COVERED IMMEDIATELY BY OTHERS. IT IS UNDERSTOOD THAT ANY REQUIRED TEMPORARY PROTECTION, COVERS, SHORING, OR SAFING OFF OF ANY NEWLY CUT TRENCHES, HOLES, OR OPENINGS IS TO BE PERFORMED BY THE CUSTOMER ON COMPLETION OF CUTTING. PATRIOT SAWCUTTING ASSUMES NO LIABILITY OR RESPONSIBILITY FOR AFOREMENTIONED PROTECTION. PATRIOT SAWCUTTING, INC. IS NOT RESPONSIBLE FOR SITE SPECIFIC HAZARDS THAT WE HAVE NOT BEEN NOTIFIED OF IN WRITING PRIOR TO THE START OF WORK.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA WORK MAY REQUIRE A WRITTEN CHANGE ORDER AND MAY BECOME AN EXTRA CHARGE OVER AND ABOVE THIS ORIGINAL. PROPERTY OWNER IS TO CARRY THEIR OWN FIRE AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE. THIS PROPOSAL IS BASED ON CURRENT INSURANCE AND ANY OTHER ADDITIONAL INSURANCE REQUIREMENTS OVER AND ABOVE THOSE LIMITS CURRENTLY IN PLACE ARE SUBJECT TO ADDITIONAL CHARGES TO THE CUSTOMER. PATRIOT SAWCUTTING INC. WILL PROVIDE THE STANDARD CERTIFICATE OF LIABILITY WITHIN A REASONABLE AMOUNT OF TIME AND AT NO ADDITIONAL COST. IF THE CLIENT REQUIRES ADDITIONAL ENDORSEMENTS OR CHANGES AND WHERE PATRIOT SAWCUTTING, INC WILL INCUR ADDITIONAL PREMIUM, ADDITIONAL TIME TO OBTAIN, AND ANY COST ASSOCIATED WITH THE CHANGES OR ENDORSEMENTS WILL BE IN ADDITION TO THE CURRENT COST OF THE JOB.

Authorized Signature _____
PATRIOT SAWCUTTING, INC.

Date: _____

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS ACCEPTED. YOU ARE AUTHORISED TO DO THE WORK AS SPECIFIED.

Authorized Signature _____
CUSTOMER

Date: _____

*Note: Quoted price is valid for 30 days from date of proposal.

**RESOLUTION # 2025-239****DATE: 11-06-2025**

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

CHANGE ORDER NO. 12 – BENARD ASSOCIATES –BOGOTA COMMUNITY REC CENTER PROJECT

WHEREAS, the Borough of Bogota previously entered into an Agreement with Benard Associates for the project entitled “Bogota Community Rec Center”; and

WHEREAS, the Borough previously approved Change Order No.1 in the amount of \$2,935.50, Change Order No.2 in the amount of \$7,055.15, Change Order No.3 in the amount of \$65,303.66, Change Order No.4 in the amount of \$2,933.88, Change Order No. 5 in the amount of \$3,624.28, Change Order No. 6 in the amount of \$32,022.05, Change Order No.7 in the amount of \$9,069.23, Change Order No. 8 in the amount of \$9,810.35, Change Order No. 9 in the amount of \$9,028.80, Change Order No. 10 in the amount of -\$16,928.00 and Change Order No. 11 in the amount of \$77,068.13 amending the contract amount to \$5,099, 923.03; and

WHEREAS, Bilow Garrett Group Architects (Bilow Garrett) are in receipt of Change Order No. 12 in the amount of \$80,629.29 amending the contract amount to \$5,180,552.32, a copy of which is attached hereto and incorporated herein by reference, for the work performed on this project; and

WHEREAS, Bilow Garrett have reviewed Change Order No. 12 and find all the work to be satisfactorily complete; and

WHEREAS, the Borough Administrator and CFO have reviewed Change Order No. 12 in the amount of \$80,629.29 from Benard Associates 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 Change Order No. 12 in the amount of \$80,629.29 amending the contract amount to \$5,180,552.32 from Benard Associates for the project entitled “Bogota Community Rec Center” a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to notify Bilow Garrett Change Order No. 12 in the amount of \$80,629.29 has been approved by the Governing Body.

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to take all steps necessary to effectuate Change Order No. 12 in the amount of \$80,629.29 amending the contract amount for this project to \$5,180,552.32.

**RESOLUTION # 2025-239****DATE: 11-06-2025****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
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Gregory Bock, CFO

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 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**AIA**[®]**Document G701[®] – 2017****Change Order****PROJECT:** *(Name and address)*

Borough of Bogota
 New Recreation Center
 162 West Main Street
 Bogota, New Jersey 07603

CONTRACT INFORMATION:

Contract For: New Recreation Center
 Construction
 Date: 05-22-2025

CHANGE ORDER INFORMATION:

Change Order Number: 012
 Date: 10-31-2025

OWNER: *(Name and address)*

Borough of Bogota
 375 Larch Avenue
 Bogota, New Jersey 07603

ARCHITECT: *(Name and address)*

Bilow Garrett Group
 Architects and Planners, P.C.
 Ridgefield Park, New Jersey
 07660

CONTRACTOR: *(Name and address)*

Benard Associates
 321 Hamburg Tpke #3
 Wayne, New Jersey 07470

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Emergency Generator Per Change Order Request #13-R1

The original Contract Sum was
 The net change by previously authorized Change Orders
 The Contract Sum prior to this Change Order was
 The Contract Sum will be increased by this Change Order in the amount of
 The new Contract Sum including this Change Order will be

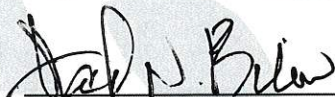
\$	4,898,000.00
\$	201,923.03
\$	5,099,923.03
\$	80,629.29
\$	5,180,552.32

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


 ARCHITECT *(Signature)*

CONTRACTOR *(Signature)*

OWNER *(Signature)*

DAVID N. BILOW ARCHITECT
(Printed name, title, and license number if required)

(Printed name and title)

(Printed name and title)

10/31/2025
 Date

Date

Date

BENARD ASSOCIATES

*General Contractors
Construction Managers
Developers*

Bilow Architect Group
Architects & Planners
161 Main Street
Ridgefield Park, NJ 07660

October 31, 2025

RE: Bogota Recreation Center
Change Order Request #13-R1
Emergency Generator

Per your request, attached is the proposal for the emergency generator.

Wojchik		\$55,814.84
	5%	<u>\$ 2,790.74</u>
		\$58,605.58

J.O.C Construction - Concrete Work		\$9,200.00
	5%	<u>\$ 460.00</u>
		\$9,660.00

Benard Associates

• Coordination		\$ 500.00
• Layout/survey		\$1,500.00
Excavation		
• Operator- 24 hours @ \$116.00		\$2,784.00
• Labor- 24 hours @ \$125.00		\$3,000.00
• ¾" clean stone 10 tons @ \$38.00per ton		\$ 380.00
• Export 18 cy (load only)		\$ 750.00
• Excavator		<u>\$ 1,600.00</u>
		\$10,514.00
	10%	<u>\$ 1,051.40</u>
		\$11,565.40
		\$79,830.98
	1%	<u>\$ 798.31</u>
Total		\$80,629.29

Please provide a change order as soon as possible.

Sincerely,
Scott Thomas
Scott Thomas
Project Manager

Wojchik Electric, Inc.

288 West Railway Ave.
Paterson, NJ 07503
Phone: 973-345-3232
Fax: 973-345-0094

Change Order Proposal

Date: 10/17/2025

Attention: Benard Contracting

SUBJECT: Generator wiring
Electrical Proposal # CO8003122-

Work Description: Provide all the necessary labor to install and terminate an owner provided Generator and whole service Automatic transfer switch.

Cabling and terminations as provided revised drawings.

Additional information: Price does not include any earth work or concrete work.

Generator to be set by owner. No crane cost is provided in this PCO.

ATS to be delivered and dropped into building.

- Project Details
- Project Summary
- total cost **\$55,814.84**

Please call me if you have any questions or require additional information

Sincerely,

John L. Wojchik

Job Number CO8003122-
 Bid Date 9/15/2025
 Bid Time 4:13:00 PM
 Square Footage 0

Material Totals			
<u>Division</u>	<u>Total</u>	<u>Factor</u>	<u>Extended</u>
01 Underground Feeder Raceway	\$1,636.69	0.00 %	\$1,636.69
03 Above Ground Feeder Raceway	0.00	0.00 %	0.00
04 Above Ground Branch Raceway	234.27	0.00 %	234.27
05 Feeder Wire	30,108.56	0.00 %	30,108.56
06 Branch Wire	1,096.12	0.00 %	1,096.12
07 Switchgear	0.00	0.00 %	0.00
09 Trim	80.08	0.00 %	80.08
10 Voice/Data/Video	508.67	0.00 %	508.67
18 Misc.	150.41	0.00 %	150.41
Total	\$33,814.80		\$33,814.80

Quoted Material			
4618 - 800 Amp 600 Volt 3 Pole Double Throw Automatic Transfer Switch	1.00	\$1.00	\$1.00
2 - Distribution (Supplier #1)			\$1.00
4497 - Generator Remote Annunciator Panel	1.00	\$0.00	\$0.00
12 - Generator (Supplier #1)			1.00
Total			\$2.00
Sales Tax (0.00%)			\$0.00
Total Material			\$33,816.80

Labor Hours			
<u>Division</u>	<u>Total</u>	<u>Factor</u>	<u>Extended</u>
01 Underground Feeder Raceway	17.17	0.00 %	17.17
03 Above Ground Feeder Raceway	0.00	0.00 %	0.00
04 Above Ground Branch Raceway	4.61	0.00 %	4.61
05 Feeder Wire	59.40	0.00 %	59.40
06 Branch Wire	9.79	0.00 %	9.79
07 Switchgear	21.42	0.00 %	21.42
09 Trim	1.00	0.00 %	1.00
10 Voice/Data/Video	4.43	0.00 %	4.43
18 Misc.	2.70	0.00 %	2.70
Total	120.52		120.52

Labor Rates

Wojchik Electric, Inc.
Bogota Rec Center : Generator wiring
Totals (Detailed) - Bid Summary: Default

<u>Category</u>	<u>% of Total</u>	<u>Hours</u>	<u>Base Rate</u>	<u>Burden \$</u>	<u>Burden %</u>	<u>Extended</u>
foreman	50.000	60.260	\$76.00	67.71	89.090	\$8,659.96
journeyman	50.000	60.260	64.96	57.87	89.090	7,401.74
Total	100.000	120.520	x \$133.27 (average of labor rate w/burden) =			\$16,061.70

Non-Productive Labor

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Factor</u>	<u>Extended</u>
generator startup	4.00	\$143.71	0.00 %	\$574.84
administration	2.00	143.71	0.00 %	287.42
Total				\$862.26

Total Labor (126.52 hours) \$16,923.96

Job Subtotal (Prime Cost) \$50,740.76

Overhead (10.00%) 5,074.08

Profit (0.00%) 0.00

Job Total \$55,814.84

Actual Bid Price \$55,814.84

Material to Direct Labor ratio: 0.68

Prime Cost per square foot \$0.00

Job Total per square foot \$0.00

Actual Bid Price per square ft \$0.00

Labor cost per square foot \$0.00

Labor hours per square foot 0.00

Gross Profit % 9.09

Gross Profit \$ \$5,074.08

Net Profit % 0.00

Material	
Non-Quoted	\$33,814.80
Quotes	2.00
Sales Tax (0.00%)	0.00
Total Material	\$33,816.80
Labor	
Direct (120.52 hours @ \$133.27)	\$16,061.70
Non-Productive Labor	862.28
Total Labor (126.52 hours)	\$16,923.96
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$50,740.76
Overhead (10.00%)	5,074.08
Profit (0.00%)	0.00
Job Total	\$55,814.84
 Actual Bid Price	 \$55,814.84
 Material to Direct Labor ratio: 0.68	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	9.09
Gross Profit \$	\$5,074.08
Net Profit %	0.00

**RESOLUTION # 2025-240****DATE: 11-06-2025**

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

CHANGE ORDER NO. 13 – BENARD ASSOCIATES –BOGOTA COMMUNITY REC CENTER PROJECT –

WHEREAS, the Borough of Bogota previously entered into an Agreement with Benard Associates for the project entitled “Bogota Community Rec Center”; and

WHEREAS, the Borough previously approved Change Order No.1 in the amount of \$2,935.50, Change Order No.2 in the amount of \$7,055.15, Change Order No.3 in the amount of \$65,303.66, Change Order No.4 in the amount of \$2,933.88, Change Order No. 5 in the amount of \$3,624.28, Change Order No. 6 in the amount of \$32,022.05, Change Order No.7 in the amount of \$9,069.23, Change Order No. 8 in the amount of \$9,810.35, Change Order No. 9 in the amount of \$9,028.80, Change Order No. 10 in the amount of -\$16,928.00, Change Order No. 11 in the amount of \$77,068.13 and Change Order No.12 in the amount of \$80,629.29 amending the contract amount to \$5,180,552.32; and

WHEREAS, Bilow Garrett Group Architects (Bilow Garrett) are in receipt of Change Order No. 13 in the amount of \$4,656.34 amending the contract amount to \$5,185,208.66, a copy of which is attached hereto and incorporated herein by reference, for the work performed on this project; and

WHEREAS, Bilow Garrett have reviewed Change Order No. 13 and find all the work to be satisfactorily complete; and

WHEREAS, the Borough Administrator and CFO have reviewed Change Order No. 13 in the amount of \$4,656.34 from Benard Associates 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 Change Order No. 13 in the amount of \$4,656.34 amending the contract amount to \$5,185,208.66 from Benard Associates for the project entitled “Bogota Community Rec Center” a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to notify Bilow Garrett Change Order No. 13 in the amount of \$4,656.34 has been approved by the Governing Body.

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to take all steps necessary to effectuate Change Order No. 13 in the amount of \$4,656.34 amending the contract amount for this project to \$5,185,208.66.

**RESOLUTION # 2025-240****DATE: 11-06-2025****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.

Item	Description	Amount	Line
------	-------------	--------	------

Gregory Bock, CFO

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 11-06-2025.

Yenlys Flores-Bolivard, Municipal Clerk

**AIA**[®]**Document G701[®] – 2017****Change Order****PROJECT:** *(Name and address)*

Borough of Bogota
 New Recreation Center
 162 West Main Street
 Bogota, New Jersey 07603

OWNER: *(Name and address)*

Borough of Bogota
 375 Larch Avenue
 Bogota, New Jersey 07603

CONTRACT INFORMATION:

Contract For: New Recreation Center
 Construction
 Date: 05-22-2025

ARCHITECT: *(Name and address)*

Bilow Garrett Group
 Architects and Planners, P.C.
 Ridgefield Park, New Jersey
 07660

CHANGE ORDER INFORMATION:

Change Order Number: 013
 Date: 10-31-2025

CONTRACTOR: *(Name and address)*

Benard Associates
 321 Hamburg Tpke #3
 Wayne, New Jersey 07470

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Increase in Asphalt Thickness Per Change Order Request #14

The original Contract Sum was
 The net change by previously authorized Change Orders
 The Contract Sum prior to this Change Order was
 The Contract Sum will be increased by this Change Order in the amount of
 The new Contract Sum including this Change Order will be

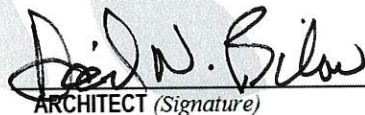
\$	4,898,000.00
\$	282,552.32
\$	5,180,552.32
\$	4,656.34
\$	5,185,208.66

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


 ARCHITECT *(Signature)*

DAVID N. BILOW ARCHITECT
(Printed name, title, and license number if required)

10/31/2025
 Date

 CONTRACTOR *(Signature)*

(Printed name and title)

 Date

 OWNER *(Signature)*

(Printed name and title)

 Date

BENARD ASSOCIATES

*General Contractors
Construction Managers
Developers*

Bilow Architect Group
Architects & Planners
161 Main Street
Ridgefield Park, NJ 07660

October 27, 2025

RE: Bogota Recreation Center
Change Order Request #14
Increase in Asphalt Thickness

Per your request, attached is the proposal for the increase in asphalt thickness.

<u>Simpson Moynihan</u>		\$4,390.70
	5%	\$ 219.54
		\$4,610.24
	1%	\$ 46.10
	Total	\$4,656.34

Please provide a change order as soon as possible.

Sincerely,
Scott Thomas
Scott Thomas
Project Manager

CHANGE ORDER REQUEST

2.1



Title: Increase in Asphalt Thickness

Project Name: Bogota Recreation Center

Project Address: 162 West Main Street
Bogota, NJ 07603

COR Date: 10/23/2025

Simpson Moynihan LLC Job Number: 10013

Customer Job Number:

Customer Reference Number:

Our Information

Simpson Moynihan LLC

171 Route 94

Lafayette, NJ 07848

Phone: (845)-943-1056

Customer Information

Benard Associates

321 Hamburg Turnpike

Wayne, NJ 07470

Phone: (973)-942-4500

Description of Change Order Request

Contract drawings reflect 6 inches of asphalt for roadway trench restoration. Field construction has indicated the existing asphalt is 10 inches thick. This change order allows S&M to match existing conditions.

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Local 471/172 Laborer	0.00	ST	\$111.90	\$0.00
Hours Subtotals:			Total Labor:	\$0.00

Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Base Course Asphalt	42.00	Tns	\$79.00	\$3,318.00
			Total Equipment:	\$3,318.00

Subcontractor

Company	Contract	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Moynihan Companies	Bogota Rec Center	Trucking	2.00	Loads	\$250.00	\$500.00
Total Subcontractor:						\$500.00

Subtotal	\$3,818.00
OH&P (Lump Sum)	lump sum \$572.70
Requested Total	\$4,390.70

Terms & Conditions



APPROVAL-RESOLUTION# 2025-241

DATE: 11-06-25

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

APPROVE JEFF GUIDA AS A MEMBER OF THE BOGOTA FIRE DEPARTMENT ENGINE HOSE 2

WHEREAS, the Bogota Fire Department seeks to maintain a team of qualified and dedicated members to serve the community; and

WHEREAS, Jeff Guida has submitted an application for membership and has met the necessary qualifications and requirements as determined by the Department; and

WHEREAS, the Bogota Fire Department and Mayor and Council have reviewed the application and recommend approval of Jeff Guida as a member of the Bogota Fire Department Engine Hose 2.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, County of Bergen, State of New Jersey, that Jeff Guida is hereby approved as a member of the Bogota Fire Department Engine Hose 2, effective immediately.

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Chief of the Bogota Fire Department, Jeff Guida and filed in the official records of the Borough of Bogota.

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 an approval adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 11-06-25.

Yenlys Flores-Bolivard, Municipal Clerk



DATE: 11-06-25

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

**APPROVE MICHAEL LOPEZ AS A MEMBER OF THE BOGOTA FIRE
DEPARTMENT ENGINE COMPANY 3**

WHEREAS, the Bogota Fire Department seeks to maintain a team of qualified and dedicated members to serve the community; and

WHEREAS, Michael Lopez has submitted an application for membership and has met the necessary qualifications and requirements as determined by the Department; and

WHEREAS, the Bogota Fire Department and Mayor and Council have reviewed the application and recommend approval of Michael Lopez as a member of the Bogota Fire Department Engine Company 3.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, County of Bergen, State of New Jersey, that Michael Lopez is hereby approved as a member of the Bogota Fire Department Engine Company 3, effective immediately.

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Chief of the Bogota Fire Department, Michael Lopez and filed in the official records of the Borough of Bogota.

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 an approval adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 11-06-25.

Yenlys Flores-Bolivard, Municipal Clerk