



In God We Trust

Minutes
August 27, 2026
Open Session
7:30pm

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

Meeting of the Borough of Bogota Mayor and Council meeting held on this date August 27, 2026 in Borough Hall, 375 Larch Ave, Bogota, New Jersey at 7:30 P.M

PLEDGE OF ALLEGIANCE

Councilman Mitchell led the Pledge of Allegiance.

Mayor Fede- memorialized the passing of Lee Clark

MAYOR'S ANNOUNCEMENT

In accordance with the Open Public Meetings Act, N.J.S.A. 10:4-1, et. seq. the notice for this meeting's time, date, location, and agenda fulfilled the requirements by a copy of the Annual Notice of Meetings being sent to the newspapers officially designated for 2026, filing a copy in the Borough Clerk's Office, and posting it on the Borough bulletin board.

ROLL CALL

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

Also attending were Borough Administrator O'Malley, Borough Attorney Betesh, and Borough Clerk Devlin.

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

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

Michelle Rugar- thanked the Council and Administrator for the progress being made in addressing the conditions at her apartment complex.

Stanley Wynman- the criminal charges against him were dismissed due to lack of evidence. He asked about the Borough Attorney's contract including a \$7,500 monthly fee and the change of contract signatories from the Mayor in 2025 to the Council President in 2026.

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

Mayor Fede- requested that the Borough Attorney look into the policy on using cell phones on the dais in response to a councilmember using one to record the audience.

COUNCIL RESPONSE TO CITIZEN REMARKS

Councilman Hordern- is pleased that progress is being made at the apartment complex. He asked for more context on Mr. Wynman's question about the \$7,500.

Mayor Fede- added that the \$7,500 fee is the Borough Attorney's retainer and Mr. Wynman was questioning the services the Borough receives for that fee.

Councilman Mitchell- is happy that Ms. Rugar is getting the help that she needs from the Borough.

INTRODUCTION OF ORDINANCES

Ordinance 1659 - Amending Chapter 21B of the Bogota Code, entitled "Stormwater Control"

Borough Attorney Betesh- stated that the ordinance was another requirement from DEP, which comes out with changes that municipalities must adopt every year or so.

Motion: Councilman Mitchell made a motion to introduce Ordinance 1659. Seconded by Councilwoman Carpenter. All Councilmembers present voted yes.

PUBLIC HEARING AND ADOPTION OF ORDINANCE

Ordinance 1658- Amending Chapter 7A of the Bogota Code, entitled "Traffic Schedules"
Parking Reserved for Physically Handicapped Persons

Motion: Councilwoman Carpenter made a motion to open the public hearing on Ordinance 1658. Seconded by Councilman McHale. The motion passed with a voice vote.

No one from the public wished to speak.

Motion: Councilwoman Carpenter made a motion to close the public hearing on Ordinance 1658. Seconded by Councilman McHale. The motion passed with a voice vote.

Motion: Councilwoman Carpenter made a motion to adopt Ordinance 1658. Seconded by Councilman Hordern. All Councilmembers present voted yes.

CONSENT AGENDA

Resolutions

2026-172 Authorizing Submission of NJ Department of Community Affairs FY2027 Recreational Opportunities for Individuals with Disabilities (ROID) Grant Program
2026-173 Hire Two SLEO 3 Officers for the Bogota Schools
2026-174 Reappoint Two SLEO 3 Officers for the Bogota Schools
2026-175 Authorizing Rejection of All Bids and Re-Advertisement Petrik Park Playground Improvements (Bergen County Open Space Funded)
2026-176 Approve Professional Service Proposal – Neglia Engineering – CDBG Cypress Ave Sewer Improvements
2026-177 Approve Professional Service Proposal – Neglia Engineering – CDBG Fischer Ave Sewer Improvements
2026-178 Senior Club – Hiring of P/T Senior Bus Driver

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

Resolution to be Voted on Separately

PC26-10 Payment of Claims

Motion: Councilwoman Carpenter made a motion to approve PC26-10. Seconded by Councilman Hordern. Council President Kohles recused herself on any items related to the DPW or Superintendent Kohles, voted no Purchase Order 261065-Enterprise, and voted yes on the remainder of items. Councilwoman Carpenter voted no on Purchase Order 261065-Enterprise and yes on the remainder of items. Councilman Hordern recused himself on any items related to the Bogota Fire Department and voted yes on the remainder of items. Councilmembers McHale, Mitchell, and Vergara voted yes.

APPROVALS

Regular Meeting Minutes – July 30, 2026

Motion: Councilman Mitchell made a motion to approve the Regular Meeting Minutes – July 30, 2026. Seconded by Council President Kohles. All Councilmembers present voted yes except for Councilman Hordern who abstained.

Closed Session Minutes – Part I – July 30, 2026

Motion: Councilwoman Carpenter made a motion to approve the Closed Session Minutes – Part I – July 30, 2026. Seconded by Council President Kohles. All Councilmembers present voted yes except for Councilman Hordern who abstained.

Closed Session Minutes – Part II – July 30, 2026

Motion: Councilwoman Carpenter made a motion to approve the Closed Session Minutes – Part II – July 30, 2026. Seconded by Councilwoman Vergara. All Councilmembers present voted yes except for Councilman Hordern who abstained.

New Junior Firefighter Derek Cabana — Engine Company #3

Motion: Councilwoman Carpenter made a motion to approve the New Junior Firefighter Derek Cabana — Engine Company #3. Seconded by Councilman McHale. All Councilmembers present voted yes, except for Councilman Hordern who abstained.

New Firefighter Jobin Mathew—Engine Company #3

Motion: Councilman Mitchell made a motion to approve New Firefighter Jobin Mathew—Engine Company #3. Seconded by Councilwoman Vergara. All Councilmembers present voted yes, except for Councilman Hordern who abstained.

Road Closure-Maple Street Between Queen Anne Road and end of Property of 101 Pub-Extension of Premises Permit for Octoberfest Homecoming Event October 10, 2026 1:00PM-10:00PM

Motion: Councilwoman Carpenter made a motion to approve the Road Closure-Maple Street Between Queen Anne Road and end of Property of 101 Pub-Extension of Premises Permit for Octoberfest Homecoming Event October 10, 2026 1:00PM-10:00PM. Seconded by Councilwoman Vergara. All Councilmembers present voted yes.

MAYORAL APPOINTMENTS

Advise and Consent: Appointment of Jamie Insalaco to the Library Board of Trustees, replacing Eileen Mackesy-Karpoff (resigned) for the unexpired term Ending December 31, 2028

Motion: Councilwoman Carpenter made a motion to approve the appointment of Jamie Insalaco to the Library Board of Trustees. Seconded by Councilwoman Vergara. All Councilmembers present voted yes.

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

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

Willie Ortiz- thanked the Council for fixing the flooding on Fairview Ave. He asked that the traffic cone on Palisade Ave and Fairview Ave be addressed, as well as the traffic patterns on Fairview Ave and Cypress Ave. He requested that Council meetings have a virtual option where residents can join and participate remotely. He asked that residents be able to dispose of home improvement debris in the regular garbage.

Motion: Council President Kohles made a motion to close 2nd Citizen Remarks. Seconded by Councilwoman Vergara. The motion passed with a voice vote.

COUNCIL RESPONSE TO 2nd CITIZEN REMARKS

Councilman Hordern- the Borough is working through the process of creating a Recycling Center as another option for residents to dispose of waste. Not many other towns will accept construction debris; a dumpster may be required for that material.

Mayor Fede- noted that if the public is permitted to participate remotely, if there are any technical issues the meeting must be stopped completely. This could impede Borough business, especially with the move to one meeting a month.

Councilman Mitchell- Fairview Ave has been an issue since the whole time he has been on the Council; it should be a one-way street. He is looking for the crosswalk at Rt. 80 to be redone before someone is injured.

Councilwoman Carpenter- related her safety concerns for Palisade Ave near the traffic cone at Fairview Ave. The DPW may be amenable to throwing away small amounts of construction debris, they are generally helpful and responsive to residents' issues.

Borough Administrator O'Malley- explained that the traffic cone on Palisade and Fairview is due to the building being rebuilt, when the company did their restoration of the road, it didn't settle properly. The owner of the building was supposed to come back and fix it, which wasn't done. He and the Borough Engineer are on top of it and will make sure it is fixed soon.

REPORTS

Mayor Fede- the Recreation Committee meeting was fully attended but the Committee was unable to enter the Recreation Center, which needs to be addressed for the future. She attended a trip with the Seniors to Sterling Mines, which was a wonderful experience. There are very high

activity levels in tree complaints, parking complaints, rodent complaints, and signs in the right of way. She attended the Mayor's Board of Public Utilities breakfast at the HACPAC. One idea discussed was using battery storage instead of generators to provide power during power outages.

Council President Kohles- school is starting up shortly; she will email the Fire Department report out to the governing body. The Senior Citizens Club took a trip to Franklin Mines; she thanked the Borough Administrator for arranging a school bus for the occasion. She announced that a new bus driver for the Senior Citizens Club has been hired. School supply donations from Atwater residents will be divided between Bixby School and Steen School and delivered directly to the school to distribute.

Councilmember Carpenter- spoke with Rep. Gottheimer about obtaining federal assistance for the flooding at River and Elm. The County will be having a 9/11 vigil on September 10, 2026, at Overpeck Park. The County will also be having a Senior Festival on September 24, 2026, at Van Suan Park. She recommended that Borough staff, officials, and volunteers take classes through the Borough's insurance provider, which has numerous training offerings. There is a new firefighter's grant that came out today, she requests the Fire Department let her know if they are interested in applying and she will coordinate with the Borough grant writer.

Councilmember Hordern- the Library is going to be closed for a week while new flooring and bookcases are installed. The Recreation Committee meeting was well attended, which had to take place at the Olsen Park Gazebo, as they could not open the Recreation Center. Sign ups for flag football and cheerleader tryouts are ongoing. Summer camp has finished up; the Borough broke even on the program. The Recreation Committee discussed holding a fall festival in conjunction with the 5k race and hosting other events throughout the fall.

Councilmember McHale- CSX cut the trees along the brook; he was unhappy because much of the debris was left along the brook bank and it will wash back into the brook. CSX is supposed to come back and clean it up. Improvements at 140 W. Fort Lee Road are continuing with the owners scheduled to meet with the Borough next month to review the corrections. He provided the Police Chief's Report for July 2026:

Arrests	9
Calls for Service	1,515
Summonses	523
Motor Vehicle Stops	118
Moving/Equipment Violations	107
Radar	22
Parking	22
Ordinance	366
Warnings	49

Councilmember Mitchell- the gas station on West Fort Lee came before the Planning and Zoning Board and is going to be cleaned up and improved. He mentioned that the river walk near the warehouses that the Borough installed is in poor condition. He lamented that the governing

body continually discusses Fairview Ave, train crossing gates, painting the train trestle, and the bus stop at Atwater.

Councilmember Vergara- there was no Environmental Commission meeting this month. There were no updates from the Personnel Committee.

Administrator O'Malley- the Borough is finally hiring a senior bus driver, which is on the agenda at this meeting. The trestle on River Road will be painted in the fall, he will try to include the Borough logo. Barricades will be installed in that area to prevent people from going on the sidewalk and around the cones, which will free the Police Department and Fire Department from having to watch over the area. He reached out to Rep. Gottheimer's office to request a meeting to discuss federal assistance to address the flooding in that area. The Borough is looking to do sewer work underground at Fischer Ave and Cypress Ave. The projects will be bid and awarded in the fall and work will likely begin in the spring after the snow and winter weather subside. There will likely be a special meeting in October to address the capital plan and capital bond. The Recreation Center will have a new security system where Borough staff will use their ID cards instead of physical keys that can be replicated and shared. The new security system will require different key cards than are currently used and improve the security of the facility. The Borough moved from .org email to .gov email.

The Mayor, Council, and Administrator discussed the Borough's plans for Halloween.

Borough Attorney Betesh- has a couple of items for closed session.

Borough Clerk Devlin- the Recreation Center was inspected by the County and approved as a polling place for the November elections. He will send out a postcard to voters to alert Districts 1 and 6 that their polling place will change back to the Recreation Center. A resident requested that the dog park be tested for toxins as there was a dog park in New York City that was closed due to contamination. Four hundred and eighty-seven OPRA requests were filed to date.

Mayor Fede- the engineer oversaw the movement of soil for the dog park and there is a DEP no further action letter for the location. This means the site has been remediated to DEP standards.

CLOSED EXECUTIVE SESSION

2026-179C – Closed Session for Litigation and Personnel

Motion: Councilman Mitchell made a motion to adopt 2026-179C and enter closed session. Seconded by Councilman Hordern.

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

ADJOURMENT

Being no further business before the governing body, **Councilman Mitchell** made a motion to adjourn the meeting, which was seconded by **Council President Kohles**. The motion passed with a voice vote at 10:50 PM.

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



Scott M. Devlin, Clerk



BOROUGH OF BOGOTA

ORDINANCE NO. 1659

INTRODUCTION

DATE: 08-27-2026

AN ORDINANCE AMENDING CHAPTER 21B OF THE MUNICIPAL CODE OF THE BOROUGH OF BOGOTA, ENTITLED "STORMWATER CONTROL"

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

CERTIFICATION

ATTEST:

APPROVED:


Borough Clerk


Mayor

I, Scott Devlin, 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 introduced by the Borough of Bogota at the meeting held on August 27, 2026.



**AN ORDINANCE AMENDING CHAPTER 21B OF THE
MUNICIPAL CODE OF THE BOROUGH OF BOGOTA,
ENTITLED “STORMWATER CONTROL”**

WHEREAS, Article I of Chapter 21B of Bogota’s Municipal Code defines and regulates the Borough’s stormwater management measures, which are aimed to promote flood control, groundwater recharge, and pollution reduction through Green Infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies, and;

WHEREAS, Section 7:8 of the New Jersey Administrative Code contains the State of New Jersey’s Municipal Stormwater Management Program, which sets forth the stormwater control guidelines that must be administered and followed by each municipality in the State, and;

WHEREAS, the New Jersey Department of Environmental Protection, Division of Water Quality, (hereinafter “NJDEP”) had made several amendments to Section 7:8, effective January 20, 2026, and;

WHEREAS, the Borough is required to amend its stormwater management rules to reflect the newly-revised language in the State’s Municipal Stormwater Management Program.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Article I of Chapter 21B of the Bogota Municipal Code is hereby deleted in its entirety and replaced with the following:

Section I: Scope and Purpose.

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion,

encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Section II.

C. Applicability

1. This ordinance shall be applicable to the following major developments:
 - a) Non-residential major developments; and
 - b) Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This ordinance shall also be applicable to all major developments undertaken by Borough of Bogota.
3. A complete application required by ordinance pursuant to C.1 and Municipal Land Use Law at N.J.S.A. 40:55D-10.5 and above that has been submitted prior to September 24, 2026, shall be subject to the stormwater management requirements in effect on the date the complete application was received.
4. Notwithstanding 5 below or any rule to the contrary, major developments for any public roadway or railroad project conducted by a public transportation entity that has determined a preferred alternative or reached an equivalent milestone shall be subject to the requirements of this ordinance as follows:
 - i. A major development that reached a preferred alternative or equivalent milestone prior to March 2, 2021, is subject to the requirements of this ordinance in effect on March 1, 2021; and
 - ii. A major development that reached a preferred alternative or equivalent milestone on or after March 2, 2021, is subject to the requirements of this ordinance in effect on the date the preferred alternative or equivalent milestone is reached.
5. Should a public transportation entity initiate a substantial change to a major development that had previously reached a preferred alternative or equivalent milestone, the major development shall instead be subject to the requirements of this ordinance in effect when the amended milestone is reached.

D. Maintenance Requirement Applicability to the Stormwater Management Measures Prior Constructed Stormwater Management Measures

Under the authorization by the conditions in Part V.F.4.a of municipality's Tier A Municipal Stormwater General Permit, the maintenance requirement in Section X.B.6 through 9 shall be also applicable to stormwater management measures constructed after February 7, 1984.

E. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

Section II: Definitions.

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this ordinance clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

"CAFRA Centers, Cores or Nodes" means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

"CAFRA Planning Map" means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

"Community basin" means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in

accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this ordinance.

“Compaction” means the increase in soil bulk density.

“Contributory drainage area” means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the Board of County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created pursuant to N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB)

and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1 et seq.

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. The following maintenance activities are not considered disturbance for the purposes of this ordinance:

1. Milling, repaving or resurfacing pavement; patching broken pavement; sealing or filling roadway cracks or joints; repairing damaged concrete pavement joints; driveway repair; bridge or pipe/culvert patching; and bridge deck overlays;
2. Repair or replacement of: median barriers; sidewalks (including installation of ramps pursuant to Americans with Disabilities Act on existing impervious surface); concrete curbs; inlets, manholes and catch basins; conduit outlet protection; and guiderail systems, including rails, posts, impact attenuators, and non-vegetated treatment surfaces consisting solely of permeable material;
3. Repair or replacement of traffic, utility and ITS structures on poles including sign structures such as traffic signs, dynamic variable message signs, cameras, radios, traffic signal equipment and their supporting cabinets;
4. Repair or replacement of rail ties or sleepers; regrading track bed; resurfacing or re-installing rail; repairing or replacing lineside signaling systems; and staging maintenance-of-way equipment on or adjacent to track;
5. Geotechnical and archeological investigation activities; installation of one or more monitoring wells; construction of a gauge, weir, or similar device; and
6. Removal of accumulated sediment and debris from a channel.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Empowerment Neighborhoods” means neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

“Green infrastructure” means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

“HUC 14” or “hydrologic unit code 14” means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

“Impervious surface” means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

“Independent State authority” means a public authority, board, commission, corporation, or other agency or instrumentality of the State allocated, in but not of, a principal department of State government pursuant to Article V, Section IV, paragraph 1 of the New Jersey Constitution, or which is not subject to supervision or control by the department in which it is allocated, and a regional authority, but shall not include a college or university.

“Infiltration” is the process by which water seeps into the soil from precipitation.

“Lead planning agency” means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

“Major development” means an individual “development,” as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;

3. The creation of one-quarter acre or more of “regulated motor vehicle surface” since March 2, 2021 *{or the effective date of this ordinance, whichever is earlier}*;
4. The reconstruction of one-quarter acre or more of “motor vehicle surface” or “impervious surface” since *(the effective date of this ordinance)*; or
5. A combination of 2, 3, and 4 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, 4, or 5 above. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”

“Motor vehicle” means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

“Motor vehicle surface” means any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, race-tracks, and runways.

“Municipality” means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this ordinance. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this ordinance. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this ordinance, provided the design engineer demonstrates to the municipality, in accordance with Section IV.G of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will

contribute to achievement of the design and performance standards established by this ordinance.

“New public roadway or railroad” means the construction of a new public roadway or railroad where none currently or previously existed, such as a new bypass. This definition excludes the relocation or reinstating of a public roadway or railroad at a location where one previously existed within a right-of-way and excludes the construction of any widening, improvements, and attendant features to an existing public roadway or railroad, such as new ramps, additional lanes/dualization, connection of gaps in existing mainlines, or connection of movements within an existing interchange.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Public roadway or railroad” means a pathway for use by motor vehicles or trains that is intended for public use and is constructed by, or on behalf of, a public transportation entity. A public roadway or railroad does not include a roadway or railroad constructed as part of a private development, regardless of whether the roadway or railroad is ultimately to be dedicated to and/or maintained by a governmental entity.

“Public roadway or railroad project limits” means the segment of public roadway or railroad that is proposed to be constructed or improved, and including the right-of-way associated with the that segment of public roadway or railroad.

“Public transportation entity” means a Federal, State, interstate, county, or municipal government, an independent State authority, or a statutorily authorized public-private partnership program pursuant to P.L. 2018, c. 90 (N.J.S.A. 40A:11-52 *et seq.*), that

performs a public roadway or railroad project that includes new construction, expansion, reconstruction, or improvement of a public roadway or railroad.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Reconstruction” means the replacement, rebuilding, or restoration of a lawfully existing structure.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Retention” means retaining the stormwater runoff generated from development by infiltration, evapotranspiration, or reuse of stormwater runoff without the discharge of the stormwater runoff directly or indirectly to surface waters or to a treatment works.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Tidal Flood Hazard Area” means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the

storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Section III: Design and Performance Standards for Stormwater Management

Measures

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.

2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

Section IV: Stormwater Management Requirements for Major Development

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section X.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).
- C. The following development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements at Sections IV.P, Q and R, respectively, provided that any vegetated areas temporarily disturbed to conduct the project are, to the maximum extent practicable, revegetated with native, noninvasive vegetation upon completion of the project:
 1. The construction, reconstruction, or repair of an underground utility line or cable, or its supporting infrastructure, such as conduit, junction boxes, and manholes;
 2. The construction, reconstruction, or repair of an aboveground utility line or cable, or its supporting infrastructure, such as poles and towers;
 3. The construction, reconstruction, or repair of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material;
 4. The maintenance of a dam; and
 5. Public safety improvements undertaken by the municipality or another public transportation entity as set forth in this paragraph:

- i. Installation of guiderail systems, such as rails, posts, impact attenuators, and non- vegetated treatment surfaces, provided that any pavement utilized consists solely of permeable material;
 - ii. Installation of traffic, utility and ITS structures on poles including sign structures such as traffic signs, dynamic variable message signs, cameras, radios, traffic signal equipment and their supporting cabinets;
 - iii. Installation of railroad lineside signaling systems; and
 - iv. Rockfall mitigation activities that do not result in a net increase of regulated motor vehicle surface or impervious surface.

- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Sections IV.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the conditions at IV.D.1, 2, 3, and 4 below are met. The construction of a new public roadway or railroad is not eligible for a waiver pursuant to this subsection.
 - 1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 - 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Sections IV.O, P, Q and R to the maximum extent practicable;
 - 3. The applicant demonstrates that, in order to meet the requirements of Sections IV.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 - 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under IV.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Sections IV.O, P, Q and R that were not achievable onsite.

- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Sections IV.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs

meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

<https://dep.nj.gov/stormwater/bmp-manual/>.

- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance, the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

Table 1
Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff
Quality, and/or Stormwater Runoff Quantity

Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^{(a) (g)}	50 or 80	No	No	Dependent upon the device
Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2

Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

(Notes corresponding to annotations ^(a) through ^(g) are found on Page 17)

Table 2
Green Infrastructure BMPs for Stormwater Runoff Quantity
(or for Groundwater Recharge and/or Stormwater Runoff Quality
with a Waiver or Variance from Section IV.O)

Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found on Page 17)

Table 3
BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or
Stormwater Runoff Quantity
only with a Waiver or Variance from Section IV.O

Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Blue Roof	0	Yes	No	N/A

Extended Detention Basin	40-60	Yes	No	1
Manufactured Treatment Device ^(h)	50 or 80	No	No	Dependent upon the device
Sand Filter ^(c)	80	Yes	No	1
Subsurface Gravel Wetland	90	No	No	1
Wet Pond	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found on Page 17)

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section IV.O.2;
 - (b) designed to infiltrate into the subsoil;
 - (c) designed with underdrains;
 - (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
 - (e) designed with a slope of less than two percent;
 - (f) designed with a slope of equal to or greater than two percent;
 - (g) manufactured treatment devices that meet the definition of green infrastructure at Section II;
 - (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section II.
- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section VI.B. Alternative stormwater management measures may be used to satisfy the requirements at Section IV.O only if the measures meet the definition of green infrastructure at Section II. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section IV.O.2 are subject to the contributory drainage area limitation specified at Section IV.O.2 for that similarly

functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section IV.O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with Section XI or a waiver from strict compliance in accordance with Section IV.D is granted from Section IV.O.

- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- I. Design standards for stormwater management measures are as follows:
 - 1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 - 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section VIII.C;
 - 3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;

4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section VIII; and
 5. Any flow control device, such as an orifice, weir, grate or perforated pipe, at the outlet of the stormwater management measures shall be designed to prevent the clogging of the flow control device while achieving the design and performance standards at Sections IV.P, Q, and R.
- J. Manufactured treatment devices may be used to meet the requirements of this section, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section II may be used only under the circumstances described at Section IV.O.4.
- K. Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Sections IV.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Sections IV.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Bergen County Clerk. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Sections IV.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section X.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from

the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

- N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section IV of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Bergen County Clerk and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. Except as provided at O.6 through O.10 below, to satisfy the groundwater recharge and stormwater runoff quality standards at Sections IV.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section IV.F and/or an alternative stormwater management measure approved in accordance with Section IV.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

Best Management Practice	Maximum Contributory Drainage Area
Dry Well	1 acre
Manufactured Treatment Device	2.5 acres
Pervious Pavement Systems	Area of additional inflow cannot exceed three times the area occupied by the BMP
Small-scale Bioretention Systems	2.5 acres
Small-scale Infiltration Basin	2.5 acres
Small-scale Sand Filter	2.5 acres

3. Except as provided at O.6, O.7.i, O.7.iii, O.8, O.9 and O.10 below, to satisfy the stormwater runoff quantity standards at Section IV.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section IV.G.
4. If a variance in accordance with Section XI or a waiver from strict compliance in accordance with Section IV.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section IV.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Sections IV.P, Q and R.
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Sections IV.P, Q, and R, unless the project is granted a waiver from strict compliance in accordance with Section IV.D.
6. The municipality or another public transportation entity proposing a public roadway or railroad project shall demonstrate compliance with the minimum design and performance standards for groundwater recharge, stormwater runoff quality, and stormwater runoff quantity at Sections IV.P, Q, and R, respectively, by utilizing green infrastructure BMPs from Tables 1 or 2 within the public roadway or railroad project limits, unless green infrastructure BMPs from Tables 1 or 2 cannot be utilized due to unsuitable hydrologic, hydraulic, or physical conditions. If green infrastructure BMPs from Tables 1 or 2 cannot be utilized within the public roadway or railroad project limits due to unsuitable hydrologic, hydraulic, or physical conditions, IV.O.7 below shall apply.
7. Where the municipality or another public transportation entity demonstrates that it cannot achieve compliance with the minimum design and performance standards for groundwater recharge, stormwater runoff quality, and stormwater runoff quantity within the public roadway or railroad project limits in accordance with O.6 above, the following requirements shall apply:
 - i. The municipality or another public transportation entity shall demonstrate compliance with the minimum design and performance standards for

groundwater recharge, stormwater runoff quality, and stormwater runoff quantity at Sections IV.P, Q, and R, respectively, by utilizing green infrastructure BMPs from Tables 1 or 2 in disturbed lands immediately adjacent to the public roadway or railroad project limits.

- a. All disturbed lands adjacent to the public roadway or railroad project limits shall be investigated for achieving compliance with this paragraph regardless of whether the disturbed land is owned or controlled by the municipality or another public transportation entity. For the purpose of this paragraph, disturbed land includes lawn, farmland, or other disturbed areas, but excludes preserved farmland and wooded areas.
 - b. The municipality or another public transportation entity's investigation shall include lands held for recreation and conservation purposes. However, such lands are not required to be utilized if the proposed green infrastructure solution would violate State or Federal law or be inconsistent with or require a release or modification of any recorded restrictions on the property.
 - c. Compliance with the minimum design and performance standards for groundwater recharge, stormwater runoff quality, and stormwater runoff quantity shall be achieved within the disturbed lands immediately adjacent to the public roadway or railroad project limits, unless the municipality or another public transportation entity demonstrates that compliance within this area cannot be achieved due to unsuitable hydrologic, hydraulic, or physical conditions.
- ii. If the municipality or another public transportation entity has demonstrated that compliance with O.7.i above cannot be achieved due to unsuitable hydrologic, hydraulic, or physical conditions, the municipality or another public transportation entity shall demonstrate compliance with the minimum design and performance standards for groundwater recharge and stormwater runoff quality at Sections IV.P and Q, respectively, by utilizing green infrastructure BMPs from Tables 1 or 2 in the land owned or controlled by the municipality or another public transportation entity, and the disturbed areas immediately adjacent thereto, located upstream of the project and within the same HUC-14 as the project.
 - iii. If the municipality or another public transportation entity has demonstrated that compliance with groundwater recharge and stormwater runoff quality standards pursuant to both O.7.i and O.7.ii above and/or stormwater runoff quantity standards pursuant to O.7.i above cannot be achieved due to unsuitable hydrologic, hydraulic, or physical conditions, the municipality or another public transportation entity may utilize stormwater BMPs from Table 3 to comply with the unmet standards that have been demonstrated to be not achieved pursuant

to O.7.i and O.7.ii above, as applicable, without the need to request a waiver from strict compliance pursuant to Section IV.D.

8. If the municipality or another public transportation entity seeking to enlarge an existing public roadway or railroad demonstrates that compliance with the design and performance standards for stormwater runoff quality, groundwater recharge, or stormwater runoff quantity cannot be achieved in accordance with O.6 and O.7 above, it shall request a waiver from strict compliance pursuant to Section IV.D. The construction of new public roadways or railroads are not eligible for the waiver from strict compliance at Section IV.D.
9. For the purposes of O.6 and O.7 above, unsuitable hydrologic, hydraulic, or physical conditions means any physical, hydrologic, or hydraulic impediment that prevents the installation of a functioning BMP on a particular area of land such as, but not limited to, high seasonal high water table elevation, slope steeper than the maximum slope allowable for a BMP, karst topography, shallow depth to bedrock, unavoidable adverse impact resulting from groundwater mounding, or physical impedances caused by existing structures. Additionally, an inability to retain safe pedestrian passage shall be considered an unsuitable physical condition. Demonstration of unsuitable hydrologic or hydraulic conditions shall be supported by appropriate documentation that complies with the requirements set forth in the applicable laws, rules, ordinances, and construction codes, such as soil testing reports, site plans, survey maps, geological investigation reports, geotechnical reports, and/or photos. The documents shall be submitted to the Department, along with the certification required at O.10 below. Further, the municipality or another public transportation entity shall retain copies of the documents. Installation of a stormwater BMP within the area of a sidewalk, whether within or outside the public roadway or railroad project limits, shall provide sufficient pedestrian passage in the remaining sidewalk.
10. If the municipality or another public transportation entity has demonstrated compliance with the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of this ordinance in accordance with O.7 and O.8 above, the municipality or another public transportation entity shall submit to the Department a certification stating that the municipality or another public transportation entity has conducted its analysis in conformance with O.6 through O.8 above. The certification shall:
 - i. Be signed and sealed by one or more design engineers;
 - ii. Be endorsed by the chief executive officer of the municipality or another public transportation entity; a senior executive officer having responsibility for the overall operations of a principal geographic unit of the public transportation entity (for example, Regional Administrator); or a duly authorized representative by the chief executive officer of the public transportation entity;

- iii. Include the description of project, location, name and title of the individual with direct knowledge of the review and analysis; the description of the investigation performed, rationale for the decision, and the documentation described in O.9 above must be attached to the certification;
 - iv. Be submitted to the Department at the email address listed in Section VI.B as part of the application for any permit listed in N.J.A.C. 7:8-1.6(a)1 through 5, if applicable, and
 - v. Be included in the annual report that is required to be submitted to the Department pursuant to the municipality's Municipal Separate Storm Sewer System permit, pursuant to N.J.A.C. 7:14A.
11. Notwithstanding the requirements in this subsection, any public roadway or railroad project that has determined a preferred alternative or equivalent milestone by March 2, 2021, shall not be subject to O.2, O.3, and O.4 above, provided that the municipality or another public transportation entity submits to the Department at the email address listed at Section VI.B, by *March 20, 2026*, a list of projects that have selected a preferred alternative or equivalent milestone by March 2, 2021, and that the municipality or another public transportation entity does not make a substantial change to the design of the project on or after March 2, 2021.

P. Groundwater Recharge Standards

- 1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
- 2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section V, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the projected 2-year storm, as defined and determined pursuant to Section V.D of this ordinance is infiltrated.
- 3. This groundwater recharge requirement does not apply to projects within the "urban redevelopment area," or to projects subject to 4 below.
- 4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where

pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan approved pursuant to the Administrative Requirements for the Remediation of Contaminated Sites rules, N.J.A.C. 7:26C, or Department landfill closure plan and areas; and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

- ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection sets forth the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface or the reconstruction of one-quarter acre or more of motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm from all new and reconstructed motor vehicle surface as follows:
 - i. Ninety-five percent TSS removal of the anticipated load, expressed as an annual average, shall be achieved for stormwater runoff from any new or reconstructed motor vehicle surface that is proposed to be:
 - a. Discharged within a 300-foot riparian zone (as established by the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1); or
 - b. Discharged into an existing or proposed stormwater conveyance system that ultimately discharges within a 300-foot riparian zone located within the same HUC14 as the major development.
 - ii. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from any new or

reconstructed motor vehicle surface not covered by Q.2.i above, except as follows:

- a. Where the municipality or another public transportation entity demonstrates that achieving 80 percent TSS removal pursuant to Q.2.ii above for a public roadway project would require acquisition of developed or otherwise encumbered land outside of the entity's existing right-of-way along the section of roadway being improved or constructed, the public transportation entity shall instead provide water quality treatment to the maximum extent practicable, with a minimum water quality treatment of 50 percent TSS removal for all new and reconstructed motor vehicle surface.
 - iii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average, unless Q.2.i or Q.2.ii above require a higher level of TSS removal.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
 4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm Distribution

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Sections IV.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. The stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.
10. Stormwater management measures shall be designed to incorporate any additional measures specified in a total maximum daily load(s) approved or established by the United States Environmental Protection Agency, unless otherwise required pursuant to N.J.A.C. 7:14A-25.6(e).

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section V, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in Sections V.C and D, respectively, of this ordinance, do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the current and projected 2-, 10-, and 100-year storm events, as defined and determined pursuant to Sections V.C and D, respectively, of this ordinance, and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development pursuant to existing zoning and land use ordinances in the drainage area.
 - a. If the analysis demonstrates that there is no increase in the volume or peak runoff rates of stormwater leaving the site, and the change in timing is solely a result of the proposed installation of BMPs to comply with Section IV.Q or Section IV.R.4 below, then no analysis of downstream flooding impacts shall be required, unless the review agency determines that the project will result in increased flood damages downstream of the site;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in Sections V.C and D, respectively, of this ordinance, are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with R.2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its

confluence with an ocean, bay, or inlet and downstream of the first water control structure.

3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.
4. Except as provided in R.4.iii below, the design engineer shall demonstrate that the major development meets the minimum volumetric reduction standard in accordance with R.4.i and/or R.4.ii below.
 - i. Stormwater management measures shall be designed to achieve retention of the water quality design storm by incorporating green infrastructure BMPs from Table 1 and Table 2 unless R.4.i.a below applies:
 - a. Where an applicant demonstrates that compliance with this subparagraph is technically impracticable as set forth at Section XI or the type of stormwater is subject to Section IV.P.4, a major development site shall instead meet the hydrograph requirements at R.4.i.a(1) and R.4.i.a(2) below:
 - (1) The runoff peak flow rate of the water quality design storm from the site shall be less than the runoff peak flow rate of the water quality design storm from a drainage area equivalent to the size of the disturbed area of the major development, with a woods cover type, in good hydrologic condition and on Hydrologic Soil Group D soil; and
 - (2) The runoff hydrograph duration of the water quality design storm from the site shall be greater than the runoff hydrograph duration of the water quality design storm from a drainage area equivalent to the size of disturbed areas of the major development, with a woods cover type, in good hydrologic condition, and on Hydrologic Soil Group D soil. For the purposes of this sub-subparagraph, "runoff hydrograph duration" means the duration between the time that the runoff flow rate starts to be greater than zero to the time that the runoff flow rate becomes zero.
 - ii. In the alternative of R.4.i above, the applicant may address all or a portion of the volumetric reduction standard, as follows:
 - a. The applicant shall undertake one or both of the following:
 - (1) Removal of existing impervious surface totaling an area equal to or greater than the impervious surface within the disturbed portions of the major development site; and/or
 - (2) Retention of an equivalent or greater volume of stormwater runoff generated by the water quality design storm required pursuant to R.4 above at an offsite

location. Runoff retained from storms other than the water quality design storm shall not be counted toward compliance with this requirement.

- b. Volumetric reduction pursuant to R.4.ii.a above shall occur within the same HUC-14 as the major development, except where the applicant is a public transportation entity that demonstrates providing volumetric reduction within the same HUC-14 is technically impracticable as set forth in Section XI in which case the applicant shall provide volumetric reduction within the same Watershed Management Area as the major development, and as close as practicable to the major development.
 - c. Any application for a major development that utilizes offsite impervious surface removal or retention to comply with the volumetric reduction standard must be accompanied by sufficient information and property owner permission to fully review and approve the offsite portion of the project along with the major development itself. Applications utilizing offsite impervious surface removal or retention without this information shall not be considered complete. Further, any offsite portions of the project must be construction prior to, or concurrent with, the major development.
- iii. The volumetric reduction standards of this subsection shall not be applicable to projects that are undertaken by a public transportation entity in cases where the project meets the definition of major development solely because the project results in increased capacity of an existing stormwater conveyance system.

Section V: Calculation of Stormwater Runoff and Groundwater Recharge

A. Stormwater runoff shall be calculated in accordance with the following:

1. The design engineer shall calculate runoff using the following method:

The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 *Part 630, Hydrology National Engineering Handbook*, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

<https://directives.sc.egov.usda.gov/directive/24>

2. For the purpose of calculating curve numbers and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a

wooded land use with good hydrologic condition. The term “curve number” applies to the NRCS methodology above at Section V.A.1. A curve number or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32: A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/gsreport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

C. The precipitation depths of the current two-, 10-, and 100-year storm events shall be determined by multiplying the values determined in accordance with items 1 and 2 below:

1. The applicant shall utilize the National Oceanographic and Atmospheric Administration (NOAA), National Weather Service's Atlas 14 Point Precipitation Frequency Estimates: NJ, in accordance with the location(s) of the drainage area(s) of the site. This data is available at:

https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=nj; and

2. The applicant shall utilize Table 5: Current Precipitation Adjustment Factors below, which sets forth the applicable multiplier for the drainage area(s) of the site, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 5: Current Precipitation Adjustment Factors

County	Current Precipitation Adjustment Factors		
	2-year Design Storm	10-year Design Storm	100-year Design Storm
Atlantic	1.01	1.02	1.03
Bergen	1.01	1.03	1.06
Burlington	0.99	1.01	1.04
Camden	1.03	1.04	1.05
Cape May	1.03	1.03	1.04
Cumberland	1.03	1.03	1.01
Essex	1.01	1.03	1.06
Gloucester	1.05	1.06	1.06
Hudson	1.03	1.05	1.09
Hunterdon	1.02	1.05	1.13
Mercer	1.01	1.02	1.04
Middlesex	1.00	1.01	1.03
Monmouth	1.00	1.01	1.02
Morris	1.01	1.03	1.06

Ocean	1.00	1.01	1.03
Passaic	1.00	1.02	1.05
Salem	1.02	1.03	1.03
Somerset	1.00	1.03	1.09
Sussex	1.03	1.04	1.07
Union	1.01	1.03	1.06
Warren	1.02	1.07	1.15

- D. Table 6: Future Precipitation Change Factors provided below sets forth the change factors to be used in determining the projected two-, 10-, and 100-year storm events for use in this ordinance, which are organized alphabetically by county. The precipitation depth of the projected two-, 10-, and 100-year storm events of a site shall be determined by multiplying the precipitation depth of the two-, 10-, and 100-year storm events determined from the National Weather Service's Atlas 14 Point Precipitation Frequency Estimates pursuant to C.1 above, by the change factor in the table below, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development and/or its drainage area lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 6: Future Precipitation Change Factors

County	Future Precipitation Change Factors		
	2-year Design Storm	10-year Design Storm	100-year Design Storm
Atlantic	1.22	1.24	1.39
Bergen	1.20	1.23	1.37
Burlington	1.17	1.18	1.32
Camden	1.18	1.22	1.39
Cape May	1.21	1.24	1.32
Cumberland	1.20	1.21	1.39
Essex	1.19	1.22	1.33
Gloucester	1.19	1.23	1.41
Hudson	1.19	1.19	1.23
Hunterdon	1.19	1.23	1.42

Mercer	1.16	1.17	1.36
Middlesex	1.19	1.21	1.33
Monmouth	1.19	1.19	1.26
Morris	1.23	1.28	1.46
Ocean	1.18	1.19	1.24
Passaic	1.21	1.27	1.50
Salem	1.20	1.23	1.32
Somerset	1.19	1.24	1.48
Sussex	1.24	1.29	1.50
Union	1.20	1.23	1.35
Warren	1.20	1.25	1.37

Section VI: Sources for Technical Guidance:

- A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

<https://dep.nj.gov/stormwater/bmp-manual/>.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
2. Additional maintenance guidance is available on the Department's website at:

<https://dep.nj.gov/stormwater/maintenance-guidance/>.

- B. Submissions required for review by the Department should be directed to the New Jersey Department of Environmental Protection's Division of Watershed Protection and Restoration through email to StormwaterManagementRules@dep.nj.gov.

Section VII: Solids and Floatable Materials Control Standards

- A. Site design features identified under Section IV.F, or alternative designs in accordance with Section IV.G, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this subsection, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in A.1. above does not apply:
 - i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
 - ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
 - iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

Section VIII: Safety Standards for Stormwater Management Basins

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Section VIII.C.1, VIII.C.2, and VIII.C.3 for trash racks, overflow grates, and escape provisions at outlet structures.
- C. Requirements for Trash Racks, Overflow Grates and Escape Provisions
 - 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
 - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and

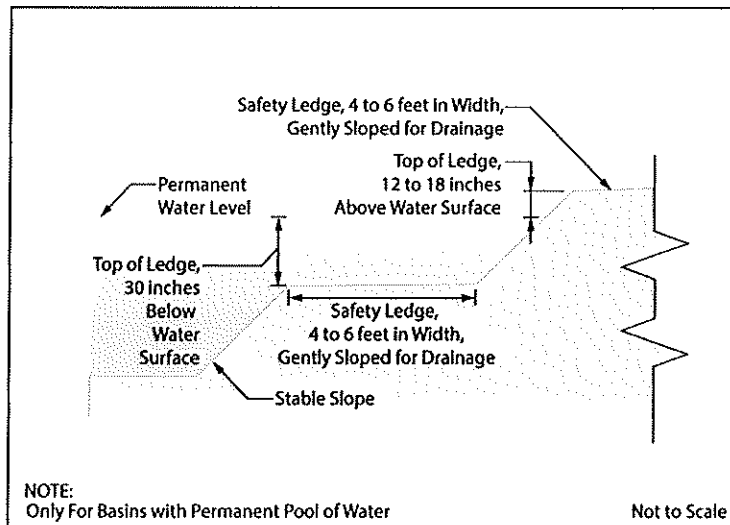
- iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no greater than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 3. Stormwater management BMPs shall include escape provisions as follows:
 - i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to Section VIII.C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See Section VIII.E for an illustration of safety ledges in a stormwater management BMP; and
 - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



Section IX: Requirements for a Site Development Stormwater Plan

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section IX.C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit three (3) copies of the materials listed in the checklist for site development stormwater plans in accordance with Section IX.C of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge,

stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section IV of this ordinance.
- ii. A soil report providing the information necessary to determine the suitability and distribution of soil present at the development, as explained in Chapter 12 of the BMP Manual shall be submitted.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section X.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Section IX.C.1 through IX.C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

Section X: Maintenance and Repair

A. Applicability

Projects subject to review as in Section I.C of this ordinance shall comply with the requirements of Section X.B and X.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under B.3 above is not a public agency, the maintenance plan and any future revisions based on B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs

or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.

7. The party responsible for maintenance identified under B.3 above shall perform all of the following requirements:
 - i. Maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. Evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. Retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by B.6 and B.7 above.
8. The requirements of Section X.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

<https://dep.nj.gov/stormwater/maintenance-guidance/>.

9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

Section XI: Variance from the design and performance standards for stormwater management measures

- A. A variance from the design and performance standards for stormwater management measures set forth in this ordinance and the municipal stormwater management plan, provided the municipal stormwater management plan includes a mitigation plan or a mitigation plan in accordance with the conditions in this Section:
1. The applicant demonstrates that it is technically impracticable to meet any one or more of the design and performance standards on-site. For the purposes of this analysis, technical impracticability exists only when the design and performance standard cannot be met for engineering, environmental, or safety reasons. The approval of a variance shall apply to an individual drainage area and design and performance standard and shall not apply to an entire site or project, unless an applicant provides the required analysis for each drainage area within the site and each design and performance standard;
 2. The applicant demonstrates that the proposed design achieves the maximum possible compliance with the design and performance standards on-site; and
 3. A mitigation project in accordance with the following is implemented.
 - i. The mitigation project may be selected from the municipal mitigation plan or may be proposed by the applicant, provided it meets the criteria in the municipal mitigation plan.
 - ii. The mitigation project shall be approved no later than preliminary or final site plan approval of the major development.
 - iii. The mitigation project shall be located in the same HUC 14 as the area of the major development subject to the variance.
 - iv. The mitigation project shall be constructed prior to, or concurrently with, the major development.
 - v. The mitigation project shall comply with the green infrastructure standards at Section IV.O.
 - vi. If the variance that resulted in the mitigation project being required is from the green infrastructure standards at Section IV.O, then the mitigation project must use green infrastructure BMPs in Table 1, and/or an alternative stormwater management measure approved in accordance with Section IV.G that meets the definition of green infrastructure to manage an equivalent or greater area of impervious surface and an equivalent or greater area of motor vehicle surface as the area of the major development subject to the variance. Grass swales and vegetative filter strips may only be used in the mitigation project if the proposed project additionally includes a green infrastructure BMP other than a grass swale or vegetative filter strip. The green infrastructure used in the mitigation project

must be sized to manage the water quality design storm, as defined at Section IV.Q, at a minimum, and is subject to the applicable contributory drainage area limitation specified at Section IV.G or Section IV.O, as applicable.

- vii. A variance from the groundwater recharge standards at Section IV.P may be granted if one of the following is met:
 - (1) The average annual groundwater recharge provided by the mitigation project must equal or exceed the average annual groundwater recharge deficit resulting from granting the variance for the major development; or
 - (2) Runoff infiltrated during the two-year storm from the mitigation project must equal or exceed the deficit resulting from granting the variance from the required infiltration of the increase in runoff volume from pre-construction to post-construction from the major development.
- viii. A variance from the stormwater runoff quality standards at Section IV.Q may be granted if the following are met:
 - (1) The total drainage area of motor vehicle surface managed by the mitigation project(s) must equal or exceed the drainage area of the area of the major development subject to the variance and must provide sufficient TSS removal to equal or exceed the deficit resulting from granting the variance for the major development; and
 - (2) The mitigation project must remove nutrients to the maximum extent feasible in accordance with Section IV.Q.
- ix. A variance from the stormwater runoff quantity standards at Section IV.Q may be granted if the following are met:
 - (1) The applicant demonstrates, through hydrologic and hydraulic analysis, including the effects of the mitigation project, that the variance will not result in increased flooding damage below each point of discharge of the major development;
 - (2) The mitigation project discharges to the same watercourse and is located upstream of the major development subject to the variance; and
 - (3) The mitigation project provides peak flow rate attenuation in accordance with Section IV.Q for an equivalent or greater area than the area of the major development subject to the variance. For the purposes of this demonstration, equivalent includes both size of the area and percentage of impervious surface and/or motor vehicle surface.
- x. The applicant or the entity assuming maintenance responsibility for the associated major development shall be responsible for preventive and corrective maintenance (including replacement) of the mitigation project and shall be identified as such in the maintenance plan established in accordance with Section X. This responsibility is not transferable to any entity other than a public agency, in which case, a written agreement with that public agency must be submitted to the review agency.

B. Any approved variance shall be submitted by the municipality to the county review agency and the New Jersey Department of Environmental Protection, by way of a written

report describing the variance, as well as the required mitigation, within 30 days of the approval.

Section XII: Penalties

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to the following penalties:

- I. Any person who is convicted for violating the provisions of this chapter shall be subject to one or more of the following: a fine of not more than \$2,000, imprisonment for any term not exceeding 90 days, and/or a period of community service not exceeding 90 days.
- II. A separate offence or violation shall be deemed to be committed on each day that a violation occurs or continues.

Section XIII: Severability

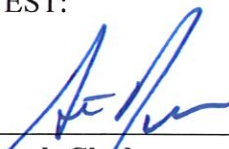
Each section, subsection, paragraph, subparagraph, clause, sentence, and phrase of this ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this ordinance.

Section XIV: Effective Date

This ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

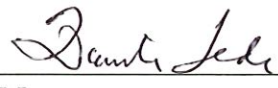
CERTIFICATION

ATTEST:



Borough Clerk

APPROVED:



Mayor

I, Scott Devlin, 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 introduced by the Borough of Bogota at the meeting held on August 27, 2026.



ORDINANCE NO. 1658

PUBLIC HEARING & ADOPTION

DATE: 08-27-26

AN ORDINANCE AMENDING CHAPTER 7A OF THE
BOGOTA CODE, ENTITLED "TRAFFIC SCHEDULES"

PUBLIC HEARING OPENED

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:

*Motion passed with a voice vote**None*

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							

Motion passed with a voice vote

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 7A OF THE
BOGOTA CODE, ENTITLED "TRAFFIC SCHEDULES"**

**PARKING RESERVED FOR PHYSICALLY HANDICAPPED
PERSONS**

WHEREAS, Chapter 7A of the Bogota Code sets forth the traffic schedules for the
Borough of Bogota; and,

WHEREAS, Section 33 of Chapter 7A sets forth the locations where parking is reserved
for physically handicapped persons; and,

WHEREAS, the Bogota Police Department recommended that Section 33 be updated to
remove certain locations and/or remove certain location identifiers, and to add one new
handicapped parking space at 192 Palisade Avenue; and,

WHEREAS, the Mayor and Council have considered the recommendation of the Bogota
Police Department and seek to adopt an ordinance that implements same.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough
of Bogota, that Chapter 7A of the Bogota Code is hereby amended, revised and supplemented as
follows:

**SECTION 1: AMENDMENT TO SECTION 7A-33, ENTITLED "SCHEDULE XVII: PARKING
RESERVED FOR PHYSICALLY HANDICAPPED PERSONS".**

Section 7A-33 of the Borough Code, entitled "Schedule XVII: Parking Reserved for
Physically Handicapped Persons" is hereby amended, revised and supplemented as follows:

In accordance with the provisions of section 7-11, the following
designated parking locations shall be reserved for physically
handicapped persons.



- a. Larch Avenue (East side) in front of Borough Hall: Two (2) parallel parking spaces on the east side of Larch Avenue in front of the entrance to the library.
- b. The parking lot of Borough Hall Complex, 375 Larch Avenue: A ninety (90) degree parking space located in the southwestern end of the center row of the parking lot.
- c. The parking lot of the recreation building on West Main Street: One (1) ninety (90) degree parking space located on the [east] *west* side of the front door, perpendicular to the building.
- d. Olsen Park: One (1) parallel parking space located on the south side of Veterans Way, east of the no parking zone in front of the snack bar/restroom building.
- e. Olsen Park parking lot on northwest end of the park: One (1) ninety (90) degree parking space located at the northwesterly portion of the parking lot on the northwest end of the park, nearest the river.
- f. *One spot immediately in front of the residence at 172 Palisade Avenue.*
- g. In the parking lot for [Box Car Bagels,] 10 River Road.
- h. In the parking lot for [Bogota Service Center,] 234 E. Fort Lee Road.
- i. One (1) parking space in the southwest corner and two (2) in the southeast corner of the parking lot for Wells Fargo Bank, 75 West Main Street.
- j. In the parking lot for [Valley National Bank,] 325 Palisade Avenue.
- k. In the parking lot for [the Senior Citizens Housing,] 348-354 Leonia Avenue.[]]
- l. In the parking lot for [LaFamaglia Restaurant,] 105 East Main Street.
- m. In the parking lot for [Bogota Golf Center,] 30 Cross Street.



- n. In the parking lot for 20-24 River Road.
- o. In the parking lot for [Classic Launderette on] 11 River Road.
- p. In the parking lot for [Quick Check/Walgreens on] 33 River Road.
- q. In the parking lot for [Welch Farms,] 55 Queen Anne Road.
- r. In the upper and lower parking lots for Bogota High School, Henry Luthin Place.
- s. In the parking lot for Bogota Swim Club.
- t. In the parking lot for [Bogota Savings Bank,]60 East Main Street.
- u. Near VFW:
 - 1. The east side of West Shore Avenue starting 111 feet north of West End Avenue and ending 129 feet north of West End Avenue.
 - 2. The west side of Leonia Avenue starting 94 feet north of West End Avenue and ending 114 feet north of West End Avenue.
- v. Three (3) parallel parking spaces on the public street on the east side of Palisade Avenue from the northeast corner of Palisade Avenue and East Fort Lee Road (facing north) and ending south of 4th Place beginning Saturday 3:00 p.m. through Sunday 4:00 p.m.
- w. One spot immediately in front of the residence at 109 Fairview Avenue.
- x. [Deleted]
- y. [Deleted]
- z. One spot immediately in front of the residence of 127 Highview Place.
- aa. Two parallel parking spaces on the north east side of the public street of Palisade Avenue in front of 167 Palisade Avenue, starting 25 feet south of Palisade Avenue and Linwood Avenue



(facing north). Designating times of Sunday(s) 8:00 a.m. - 12:00 (noon).

- bb. One (1) parking space on the north side of the roadway of Gray Street starting 50 feet east of Leonia Avenue to a point of 68 feet for 419 Leonia Avenue.

SECTION 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.

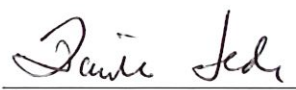
CERTIFICATION

ATTEST:



Borough Clerk

APPROVED:



Mayor

I, Scott Devlin, Borough Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance adopted by the Borough of Bogota at a meeting held on 08-27-2026.



RESOLUTION # 2026-172

DATE: 08-27-26

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)							

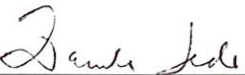
**AUTHORIZING SUBMISSION OF NJ DEPARTMENT OF COMMUNITY AFFAIRS
FY2027 RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH
DISABILITIES (ROID) GRANT PROGRAM**

WHEREAS, the Borough of Bogota desires to apply for and obtain a grant from the New Jersey Department of Community Affairs FY2027 Recreational Opportunities for Individuals with Disabilities (ROID) for approximately \$20,000.00 with 20% matching funds to carry out a project for the Bogota Department of Recreation Sensory Taekwondo Inclusive Project to enhance inclusive recreational activities for youth of all abilities within the Borough; and

BE IT THEREFORE RESOLVED,

- 1.) that the Borough of Bogota does hereby authorize the application for such a grant and;
- 2.) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Bogota and the New Jersey Department of Community Affairs.

BE IT RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:



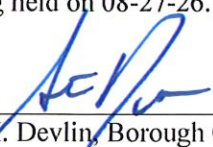
Daniele Fede
Mayor



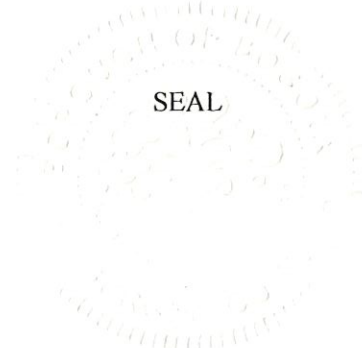
Conall O'Malley
Borough Administrator

CERTIFICATION

I, Scott M. Devlin, Borough 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 08-27-26.



Scott M. Devlin, Borough Clerk



**RESOLUTION # 2026-173****DATE: 08-27-26**

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)							

HIRE TWO SLEO 3 OFFICERS FOR THE BOGOTA SCHOOLS

WHEREAS, the New Jersey Legislature had adopted N.J.S. A. 40A:14-146.10-11 which allows for the appointment of Class Three special law Enforcement Officers (hereinafter "SLEO 3's") who are authorized to provide security at public schools both when school is in session and when the schools are occupied by students or their teachers, and

WHEREAS, the Borough of Bogota and the Bogota Board of Education executed an inter-local Service Agreement to hire four SLEO 3's, in conjunction with the Bogota Police Department, for the four public schools in Bogota as per Resolution 2024-193 and

WHEREAS, the SLEO 3 position was advertised resulting in interviews conducted by Police Chief Maye, Police Captain Liriano, Lieutenant Cole and School Superintendent Kennedy; and

WHEREAS, Police Chief Maye presented the following individuals as the best qualified candidates for the position of SLEO 3 in Bogota; and

Edward R. McDermott

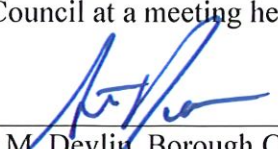
Christopher R. Buscavage

WHEREAS, Edward R. McDermott and Christopher R. Buscavage have successfully passed a background investigation conducted according to guidelines established by the Borough of Bogota for its Police Department employees to include, but not limited to, a physical, drug and psychiatric examination.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Bogota agree to appoint Edward R. McDermott and Christopher R. Buscavage Jr. as SLEO 3 Officers to serve the Borough when school is in session in accordance with the fully executed inter-local Service Agreement.

CERTIFICATION

I, Scott M. Devlin, Borough 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 08-27-26.



Scott M. Devlin, Borough Clerk

**RESOLUTION # 2026-174****DATE: 08-27-26**

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)							

REAPPOINT TWO SLEO 3 OFFICERS FOR THE 2026-2027 SCHOOL YEAR

WHEREAS, the New Jersey Legislature had adopted N.J.S.A. 40A:14-146.10-11 which allows for the appointment of Class Three Special Law Enforcement Officers (hereinafter "SLEO 3") who are authorized to provide security at public schools both when school is in session and when the schools are occupied by students or their teachers, and

WHEREAS, the Borough of Bogota and the Bogota Board of Education executed an inter-local Service Agreement to hire four SLEO 3 officers, in conjunction with the Bogota Police Department, for the four public schools; and

WHEREAS, the following individuals are recommended for reappointment for the position of SLEO 3 in Bogota for the 2026-2027 school year:

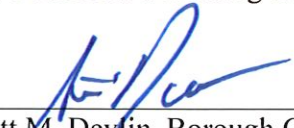
Isabellino Pellot Jr.

Dave Naimaister

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Bogota agree to re-appoint the above-mentioned officers to serve the Borough when school is in session in accordance with the fully executed inter-local Service Agreement.

CERTIFICATION

I, Scott M. Devlin, Borough 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 08-27-26.



Scott M. Devlin, Borough Clerk

**RESOLUTION # 2026-175****DATE: 08-27-26**

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)							

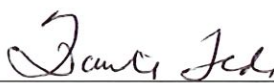
**AUTHORIZING REJECTION OF ALL BIDS AND RE-ADVERTISEMENT
PETRIK PARK PLAYGROUND IMPROVEMENTS (BERGEN COUNTY OPEN SPACE
FUNDED)**

WHEREAS, the Borough received and opened ten (10) bids on August 6, 2026 for the following project:

**PETRIK PARK PLAYGROUND IMPROVEMENTS (BERGEN COUNTY OPEN SPACE
FUNDED)**

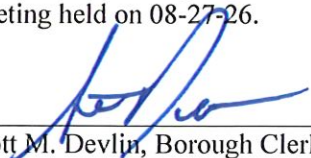
NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Bogota, Bergen County, New Jersey that all bids for the Project are hereby rejected at this time due to insufficient funding, and the Borough shall re-advertise for bids for the project in accordance with plans and specifications prepared by Neglia.

Dated: 08/27/26

Approved: 
Mayor

CERTIFICATION

I, Scott M. Devlin, Borough 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 08-27-26.


Scott M. Devlin, Borough Clerk

**RESOLUTION # 2026-178****DATE: 08-27-26**

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)							

SENIOR CLUB – HIRING OF P/T SENIOR BUS DRIVER

WHEREAS, the Borough of Bogota is in need of part-time Senior Bus Driver for its Senior Club Bus; and

WHEREAS, the Mayor and Council of the Borough seek to hire Michael Matarazzo to the position of part-time Senior Bus Driver effective September 1, 2026 an hourly rate of \$25.00; and

WHEREAS, the Borough Administrator has reviewed this matter and recommends that Michael Matarazzo be hired to the position of part-time Senior Bus Driver for the Senior Club of the Borough of Bogota September 1, 2026 at an hourly rate of \$25.00.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey, that Michael Matarazzo be and is hereby hired to the position of part-time Senior Bus Driver for the Senior Club of the Borough of Bogota effective September 1, 2026 at an hourly rate of \$25.00; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Michael Matarazzo and the Administration Office upon its passage.

CERTIFICATION

I, Scott Devlin, 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 08-27-26.



Scott Devlin, Municipal Clerk

**RESOLUTION # 2026-176****DATE: 08-27-26**

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 PROFESSIONAL SERVICE PROPOSAL – NEGLIA ENGINEERING -
CDBG CYPRESS AVE SEWER IMPROVEMENTS**

WHEREAS, Neglia Group has submitted an engineering services proposal for Scope, Fees, and Concept Plan Development dated August 20, 2026 to the Borough of Bogota for the CDBG Cypress Avenue Sewer Improvements Project; and

WHEREAS, the costs associated with Neglia’s proposal, a copy of which is attached hereto and incorporated herein by reference, reflects a time and material basis with a maximum cost not to exceed \$19,300 and

WHEREAS, the Borough Administrator and CFO have reviewed the engineering services proposal submitted by Neglia, a copy of which is attached hereto and incorporated herein by reference, for a time and material basis with a maximum cost not to exceed \$19,300 and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that the engineering services proposal for Scope, Fees, and Concept Plan Development dated August 20, 2026 for the CDBG Cypress Avenue Sewer Improvement Project with a maximum cost not to exceed \$19,300 be and is hereby approved; and

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



RESOLUTION # 2026-176

DATE: 08-27-26

CERTIFICATION OF AVAILABLE FUNDS

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

04-2150-55-1598-011	Read Input's	NTE \$ 19,300. ⁰⁰
Line Item	Description	Amount
		8/27/26
Gregory Bock, CFO		Date

CERTIFICATION

I, Scott Devlin, 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 08-27-26.



Scott Devlin, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

2026-176

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: August 20, 2026

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

FROM: Anthony Kurus, P.E., P.P., C.M.E, C.P.W.M.

RE: Proposal for Professional Engineering and Construction Management Services
Cypress Avenue Sewer Improvements
Bergen County Community Development Block Grant Funded
Borough of Bogota, Bergen County, New Jersey

Neglia Group ("Neglia") has prepared this proposal to provide Professional Engineering, and Construction Management Services for the above referenced project.

Our office understands that the Borough has received a Community Development Block Grant in the amount of \$73,878 for this project which is not sufficient to address the entirety of the sanitary sewer improvements in Cypress Avenue based on our engineer's estimated dated March 1, 2024 (\$344,000.00). We understand the Borough is looking to utilize up to the grant amount to make improvements to the existing sanitary sewers in Cypress Avenue. No roadway improvements or roadway paving work is included in this project scope.

Description of Services - See attached Scope of Services.

Requested By: Borough of Bogota

Date of Request: August 2026

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

1. On a lump sum basis for a cost of **Nine Thousand Nine Hundred Dollars (\$9,900.00)** representing Professional Services for contract document preparation, and bidding services.
2. On a time basis in accordance with our attached schedule of fees for a cost not to exceed of **Eight Thousand Nine Hundred Dollars (\$8,900.00)** for construction management services.
3. On a material basis in accordance with our attached schedule of fees for an estimated cost not to exceed **Five Hundred Dollars (\$500.00)** for estimated reimbursable expenses

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

LYNDHURST

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

MOUNTAINSIDE

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

I. BACKGROUND

Neglia has prepared this proposal to provide Professional Engineering and Construction Management Services for the above referenced project.

Our office understands that the Borough has received a Community Development Block Grant in the amount of \$85,350 for this project which is not sufficient to address the entirety of the sanitary sewer improvements in Cypress Avenue based on our engineer's estimated dated March 1, 2024 (\$263,000.00). We understand the Borough is looking to utilize up to the grant amount to make improvements to sanitary sewers in Cypress Avenue.

II. SCOPE OF SERVICES AND BUDGET**PHASE I –DESIGN and BIDDING PHASE**

Neglia will perform the following design, and bidding tasks as they relate to the above-mentioned sewer improvement project on Cypress Avenue within the Borough of Bogota:

- A. Perform the necessary field and office work required to establish locations in connection with the above-mentioned roadway and sanitary sewers. The said work is to include the reviewing of file maps, prior surveys, and any other documents of record where the proposed sewer improvements will be undertaken as necessary.
- B. Hold the necessary meetings and research required to coordinate the Municipal Departments.
- C. Perform final design and prepare Final Plans and Construction Specifications in such a form and manner that they will meet with Municipal, County, State and Federal requirements. Said plans shall be in such a form that they are suitable for public bidding.
- D. Prepare a final estimate of the construction cost.
- E. Accept, review, tabulate and make recommendations to the Governing Body regarding the acceptance of bids and awarding of contract.

PHASE II – CONSTRUCTION MANAGEMENT PHASE

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

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

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

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

III. DELIVERABLES

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

IV. ANTICIPATED TIME FRAME

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

V. PAYMENTS AND COST OF SERVICES

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

VI. CONDITIONS AND EXCLUSIONS

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

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

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual

impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. Meeting time is portal to portal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event

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

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

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

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

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

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

dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

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

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

GENERAL TERMS

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

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

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

Very truly yours,
Neglia Group



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

Attachments: Year 2026 Municipal Rates

Accepted this _____ day of _____ 2026

By: _____

Title: _____

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EXPERIENCED
DEDICATED
RESPONSIVE

2026-176

negliagroup.com

NEGLIA GROUP
2026 MUNICIPAL
HOURLY BILLING RATES

PRINCIPAL	\$247.00
SENIOR ENGINEER / SENIOR MANAGER/SENIOR PROFESSIONAL PLANNER	\$235.00
PROFESSIONAL ENGINEER / PROJECT MANAGER / RESIDENT ENGINEER	\$225.00
SENIOR DESIGN ENGINEER	\$220.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$205.00
ENGINEERING ASSISTANT	\$135.00
PROFESSIONAL PLANNER	\$235.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$215.00
LANDSCAPE DESIGN / STAFF PLANNER	\$175.00
COMPUTER AIDED DESIGNER	\$173.00
CONSTRUCTION DIRECTOR	\$225.00
CONSTRUCTION MANAGER	\$205.00
TECHNICAL OBSERVER	\$175.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$225.00
SURVEY PROJECT MANAGER	\$205.00
3 MAN SURVEY CREW	\$330.00
2 MAN SURVEY CREW	\$280.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$245.00
CERTIFIED WETLAND DELINEATOR	\$235.00
LICENSED COLLECTION SYSTEM OPERATOR	\$225.00
DRONE PILOT AND VISUAL OBSERVER	\$295.00
DRONE EDITOR	\$205.00
GIS MANAGER	\$220.00
GIS SPECIALIST	\$200.00
GIS TECHNICIAN	\$135.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 5.25/sheet
MYLARS	\$38.50/sheet
COLOR PRINTS	\$88.00/sheet
PHOTOCOPIES (Black & White)	\$.37/page
PHOTOCOPIES (Color)	\$.55/page
MILEAGE (Federal Standard Mileage Rate)	\$.70/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

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

LYNDHURST

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

MOUNTAINSIDE

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

**RESOLUTION # 2026-177****DATE: 08-27-26**

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 PROFESSIONAL SERVICE PROPOSAL – NEGLIA ENGINEERING -
CDBG FISCHER AVE SEWER IMPROVEMENTS**

WHEREAS, Neglia Group has submitted an engineering services proposal for Scope, Fees, and Concept Plan Development dated August 20, 2026 to the Borough of Bogota for the CDBG Fischer Avenue Sewer Improvements Project; and

WHEREAS, the costs associated with Neglia’s proposal, a copy of which is attached hereto and incorporated herein by reference, reflects a time and material basis with a maximum cost not to exceed \$19,300 and

WHEREAS, the Borough Administrator and CFO have reviewed the engineering services proposal submitted by Neglia, a copy of which is attached hereto and incorporated herein by reference, for a time and material basis with a maximum cost not to exceed \$19,300 and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that the engineering services proposal for Scope, Fees, and Concept Plan Development dated August 20, 2026 for the CDBG Fischer Avenue Sewer Improvement Project with a maximum cost not to exceed \$19,300 be and is hereby approved; and

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



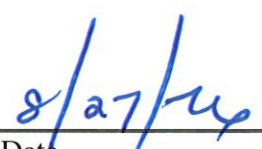
RESOLUTION # 2026-177

DATE: 08-27-26

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
04-2150-55-1598-001	Road Improv's	Net \$ 19,306. ⁰⁰

	
Gregory Bock, CFO	Date

CERTIFICATION

I, Scott Devlin, 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 08-27-26.



Scott Devlin, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

2026-177

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: August 20, 2026

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

FROM: Anthony Kurus, P.E., P.P., C.M.E, C.P.W.M.

RE: Proposal for Professional Engineering and Construction Management Services
Fischer Avenue Sewer Improvements
Bergen County Community Development Block Grant Funded
Borough of Bogota, Bergen County, New Jersey

Neglia Group ("Neglia") has prepared this proposal to provide Professional Engineering, and Construction Management Services for the above referenced project.

Our office understands that the Borough has received a Community Development Block Grant in the amount of \$85,350 for this project which is not sufficient to address the entirety of the sanitary sewer improvements in Fischer Avenue based on our engineer's estimated dated March 1, 2024 (\$263,000.00). We understand the Borough is looking to utilize up to the grant amount to make improvements to the existing sanitary sewers in Fischer Avenue. No roadway improvements or roadway paving work is included in this project scope.

Description of Services - See attached Scope of Services.

Requested By: Borough of Bogota

Date of Request: August 2026

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

1. On a lump sum basis for a cost of **Nine Thousand Nine Hundred Dollars (\$9,900.00)** representing Professional Services for contract document preparation, and bidding services.
2. On a time basis in accordance with our attached schedule of fees for a cost not to exceed of **Eight Thousand Nine Hundred Dollars (\$8,900.00)** for construction management services.
3. On a material basis in accordance with our attached schedule of fees for an estimated cost not to exceed **Five Hundred Dollars (\$500.00)** for estimated reimbursable expenses

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

LYNDHURST

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

MOUNTAINSIDE

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

I. BACKGROUND

Neglia has prepared this proposal to provide Professional Engineering and Construction Management Services for the above referenced project.

Our office understands that the Borough has received a Community Development Block Grant in the amount of \$85,350 for this project which is not sufficient to address the entirety of the sanitary sewer improvements in Fischer Avenue based on our engineer's estimated dated March 1, 2024 (\$263,000.00). We understand the Borough is looking to utilize up to the grant amount to make improvements to sanitary sewers in Fischer Avenue.

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

Neglia will perform the following design and bidding tasks as they relate to the above-mentioned sewer improvement project on Fischer Avenue within the Borough of Bogota:

- A. Perform the necessary field and office work required to establish locations in connection with the above-mentioned roadway and sanitary sewers. The said work is to include the reviewing of file maps, prior surveys, and any other documents of record where the proposed sewer improvements will be undertaken as necessary.
- B. Hold the necessary meetings and research required to coordinate the Municipal Departments.
- C. Perform final design and prepare Final Plans and Construction Specifications in such a form and manner that they will meet with Municipal, County, State and Federal requirements. Said plans shall be in such a form that they are suitable for public bidding.
- D. Prepare a final estimate of the construction cost.
- E. Accept, review, tabulate and make recommendations to the Governing Body regarding the acceptance of bids and awarding of contract.

PHASE II – CONSTRUCTION MANAGEMENT PHASE

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

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

M. Submit close out documentation to the appropriate agencies, if applicable.

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

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

III. DELIVERABLES

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

IV. ANTICIPATED TIME FRAME

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

V. PAYMENTS AND COST OF SERVICES

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

VI. CONDITIONS AND EXCLUSIONS

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

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

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services,

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure

by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia an additional ten percent (10%) of the total fee earned by Neglia.

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

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

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

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

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction,

power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

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

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

GENERAL TERMS

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

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

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

Very truly yours,
Neglia Group



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

Attachments: Year 2026 Municipal Rates

Accepted this _____ day of _____ 2026

By: _____

Title: _____

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EXPERIENCED
DEDICATED
RESPONSIVE

2026-177

negliagroup.com

NEGLIA GROUP
2026 MUNICIPAL
HOURLY BILLING RATES

PRINCIPAL	\$247.00
SENIOR ENGINEER / SENIOR MANAGER/SENIOR PROFESSIONAL PLANNER	\$235.00
PROFESSIONAL ENGINEER / PROJECT MANAGER / RESIDENT ENGINEER	\$225.00
SENIOR DESIGN ENGINEER	\$220.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$205.00
ENGINEERING ASSISTANT	\$135.00
PROFESSIONAL PLANNER	\$235.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$215.00
LANDSCAPE DESIGN / STAFF PLANNER	\$175.00
COMPUTER AIDED DESIGNER	\$173.00
CONSTRUCTION DIRECTOR	\$225.00
CONSTRUCTION MANAGER	\$205.00
TECHNICAL OBSERVER	\$175.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$225.00
SURVEY PROJECT MANAGER	\$205.00
3 MAN SURVEY CREW	\$330.00
2 MAN SURVEY CREW	\$280.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$245.00
CERTIFIED WETLAND DELINEATOR	\$235.00
LICENSED COLLECTION SYSTEM OPERATOR	\$225.00
DRONE PILOT AND VISUAL OBSERVER	\$295.00
DRONE EDITOR	\$205.00
GIS MANAGER	\$220.00
GIS SPECIALIST	\$200.00
GIS TECHNICIAN	\$135.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 5.25/sheet
MYLARS	\$38.50/sheet
COLOR PRINTS	\$88.00/sheet
PHOTOCOPIES (Black & White)	\$.37/page
PHOTOCOPIES (Color)	\$.55/page
MILEAGE (Federal Standard Mileage Rate)	\$.70/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

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

LYNDHURST

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**RESOLUTION # 2026-179C****DATE: 08-27-26**

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)							

Approved with a voice vote
CLOSED SESSION

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

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

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

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



RESOLUTION # 2026-179C

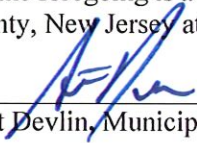
DATE: 08-27-26

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

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

CERTIFICATION

I, Scott Devlin, 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 08-27-26.



Scott Devlin, Municipal Clerk

R E S O L U T I O N

COUNCIL	YES	NO	RE- CUSE	AB- SENT
W. HORDERN				
P. MCHALE				
J. MITCHELL				
C. CARPENTER				
L. KOHLES				
D. VERGARA				
MAYOR (Tie Vote Only)				
D. FEDE				



Meeting: 08-27-2026
PC26-10 Payment of Claims

DATE August 26, 26

MOTION Can Mitchell

SECOND Can Hordern

Carried ☒ Defeated ☐ Tabled ☐

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

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

<u>Fund</u>	<u>Amount</u>
Total fund 01 CURRENT FUND	1,692,258.53
Total fund 04 General Capital Fund	79,783.25
Total fund 13 Recreation Trust Fund	565.00
Total fund 14 Trust Fund -	16,559.56
Total fund 16 ACCUTRACK ACCOUNT	6,906.25
Total fund 17 PAYROLL	459.47
Total fund 18 Animal Control Trust Fund	18.60
Total fund 19 COAH	1,352.50
GRAND TOTAL:	1,797,903.16

Councilman Mitchell made a motion to approve PC26-10. Seconded by Councilman Hordern. Council President Kohles recused herself from any items related to the DPW or Superintendent Kohles, voted no on 261065-Enterprise, and voted yes on the remainder. Councilwoman Carpenter voted no on 261065-Enterprise and voted yes on the remainder. Councilman Hordern recused himself from any items related to the Bogota Fire Department and voted yes on the remainder. Councilmembers McHale, Mitchell, and Vergara voted yes. PC26-09 was approved.

Bills List**BOROUGH OF BOGOTA**

08/26/26 11:12:50 AM

<u>PO #</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-1617-	-	-	I/F - PAYROLL I/F - PAYROLL		
261107	08/20/26	BOROUGH OF BOGOTA	TO CLEAR INTERFUND	744.06	08/20/26
261122	08/25/26	BOROUGH OF BOGOTA	TO CLEAR INTERFUND	971.10	08/25/26
Total for		I/F - PAYROLL I/F - PAYROLL		1,715.16	
Department Total:		I/F - PAYROLL I/F - PAYROLL		1,715.16	
01-2010-20-1001-000 Appropriation Control General Administration - S&W					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	5,208.33	08/12/26
Total for		Appropriation Control General Administration -		5,208.33	
Department Total:		Appropriation Control General Administration -		5,208.33	
01-2010-20-1002-001 Appropriation Control General Administration - O/E Water					
261121	08/25/26	AQUA CHILL PARSIPPANY INV# 111087;	AUGUST '26	154.00	08/25/26
261060	08/12/26	AQUA CHILL PARSIPPANY INV# 110424;	JULY '26 WATER	154.00	08/12/26
Total for		Appropriation Control General Administration -		308.00	
01-2010-20-1002-002 Appropriation Control General Administration - O/E					
261109	08/21/26	COSTCO BUSINESS CENTERDPW AND BOROUGH HALL		151.73	08/25/26
261125	08/24/26	LEW ENVIRONMENTAL	INV# 144776 & 144153;	305.80	08/25/26
261086	08/18/26	NJ DIV OF PENSION &	SHBP CLAIMS EXPERIENCE	2,000.00	08/18/26
Total for		Appropriation Control General Administration -		2,457.53	
Department Total:		Appropriation Control General Administration -		2,765.53	
01-2010-20-1010-001 Appropriation Control Grantsperson - O/E Other Expenses					
260014	01/13/26	MILLENNIUM STRATEGIES AUG 2026 GRANT WRITING		3,300.00	08/25/26
Total for		Appropriation Control Grantsperson - O/E Other		3,300.00	
Department Total:		Appropriation Control Grantsperson - O/E		3,300.00	
01-2010-20-1101-000 Appropriation Control Mayor & Council - S&W Salary &					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	1,541.65	08/12/26
Total for		Appropriation Control Mayor & Council - S&W		1,541.65	
Department Total:		Appropriation Control Mayor & Council - S&W		1,541.65	
01-2010-20-1201-000 Appropriation Control Municipal Clerk - S&W Salary &					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	8,148.45	08/12/26
Total for		Appropriation Control Municipal Clerk - S&W		8,148.45	
Department Total:		Appropriation Control Municipal Clerk - S&W		8,148.45	
01-2010-20-1202-000 Appropriation Control Municipal Clerk - O/E Other					
261028	08/06/26	BERGEN COUNTY CLERK	2026 PRIMARY ELECTION	9,201.75	08/25/26
261027	08/04/26	GANNETT MEDIA CORP	0007799746; VARIOUS NOTICES	384.72	08/25/26
261080	08/17/26	MCAGC	2026 MINI CONF REG - SCOTT	50.00	08/25/26
261029	08/06/26	NJ DIVISION OF ALCOHOLMAINT/PREP	2026-2027 LIQUOR	33.00	08/25/26
Total for		Appropriation Control Municipal Clerk - O/E		9,669.47	
Department Total:		Appropriation Control Municipal Clerk - O/E		9,669.47	
01-2010-20-1301-000 Appropriation Control Financial Administration - S&W					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	967.45	08/12/26
Total for		Appropriation Control Financial Administration		967.45	
Department Total:		Appropriation Control Financial Administration		967.45	

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01-2010-20-1302-000 Appropriation Control Financial Administration - O/E					
261059	08/12/26	BATTAGLIA ASSOCIATES, INV# BO-2026-08; AUG '26		12,625.00	08/25/26
261088	08/19/26	MGL PRINTING SOLUTIONS INV# 220939; 1099		378.00	08/25/26
Total for		Appropriation Control Financial Administration		13,003.00	
01-2010-20-1302-002 Appropriation Control Financial Administration - O/E					
261071	08/13/26	ACTION DATA SERVICES DEMAND DEBIT - 08/13/2026		1,282.00	08/13/26
261123	08/24/26	ACTION DATA SERVICES DEMAND DEBIT - 08/24/2026		710.87	08/24/26
Total for		Appropriation Control Financial Administration		1,992.87	
Department Total:		Appropriation Control Financial Administration		14,995.87	
01-2010-20-1402-001 Appropriation Control Data Processing - O/E					
261064	08/12/26	GREAT AMERICAN 42626936; POSTAGE MACHINE		152.00	08/19/26
261089	08/19/26	GREAT AMERICAN 42750727; POSTAGE MACHINE		302.00	08/19/26
261043	08/10/26	SMART TECH INV# 20260071; MONTHLY		5,625.00	08/25/26
261038	08/07/26	T&G INDUSTRIES INC. 598032434; COPY/PRINTER		594.74	08/10/26
261061	08/12/26	T&G INDUSTRIES INC. INV#598105179; COPY/PRINTER		594.00	08/19/26
Total for		Appropriation Control Data Processing - O/E		7,267.74	
01-2010-20-1402-002 Appropriation Control Data Processing - O/E Copy Machine					
261063	08/12/26	DE LAGE LANDEN AUGUST '26 FIREHOUSE COPIER		95.00	08/19/26
261039	08/07/26	T&G INDUSTRIES INC. INV#5121191; CONTRACT OC		160.50	08/10/26
261062	08/12/26	T&G INDUSTRIES INC. INV# 5143502; CONTRACT OC		1,058.70	08/19/26
Total for		Appropriation Control Data Processing - O/E		1,314.20	
Department Total:		Appropriation Control Data Processing - O/E		8,581.94	
01-2010-20-1451-000 Appropriation Control Revenue Administration - S&W					
261072	08/12/26	BOROUGH OF BOGOTA 2026-08-14 PR		492.85	08/12/26
Total for		Appropriation Control Revenue Administration -		492.85	
Department Total:		Appropriation Control Revenue Administration -		492.85	
01-2010-20-1452-000 Appropriation Control Revenue Administration - O/E Other					
261059	08/12/26	BATTAGLIA ASSOCIATES, INV# BO-2026-08; AUG '26		8,160.00	08/25/26
Total for		Appropriation Control Revenue Administration -		8,160.00	
Department Total:		Appropriation Control Revenue Administration -		8,160.00	
01-2010-20-1501-000 Appropriation Control Tax Assessment - S&W Salary &					
261072	08/12/26	BOROUGH OF BOGOTA 2026-08-14 PR		787.75	08/12/26
Total for		Appropriation Control Tax Assessment - S&W		787.75	
Department Total:		Appropriation Control Tax Assessment - S&W		787.75	
01-2010-20-1502-000 Appropriation Control Tax Assessment - O/E Other					
261023	08/04/26	APPRAISAL SYSTEMS 5462; STATE TAX COURT		375.00	08/25/26
Total for		Appropriation Control Tax Assessment - O/E		375.00	
Department Total:		Appropriation Control Tax Assessment - O/E		375.00	
01-2010-20-1552-001 Appropriation Control Legal Services - O/E Retainer -					
260083	01/20/26	BOGGIA & BOGGIA, LLC AUG 2026 RETAINER MUNICIPAL		7,500.00	08/25/26
Total for		Appropriation Control Legal Services - O/E		7,500.00	
01-2010-20-1552-002 Appropriation Control Legal Services - O/E Other Matters					

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261084	08/18/26	BOGGIA & BOGGIA, LLC	PROF SRVCS RENDERED THRU	12,682.39	08/25/26
261073	08/13/26	QBE SPECIALTY	CLAIM #QM-1674; RETENTION &	169.60	08/25/26
Total for		Appropriation Control Legal Services - O/E		12,851.99	
Department Total:		Appropriation Control Legal Services - O/E		20,351.99	
01-2010-20-1652-000 Appropriation Control Engineering Services - O/E Other					
261066	08/13/26	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	2,980.68	08/25/26
Total for		Appropriation Control Engineering Services -		2,980.68	
Department Total:		Appropriation Control Engineering Services -		2,980.68	
01-2010-21-1801-000 Appropriation Control Planning/Zoning Board - S&W					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	250.00	08/12/26
Total for		Appropriation Control Planning/Zoning Board -		250.00	
Department Total:		Appropriation Control Planning/Zoning Board -		250.00	
01-2010-22-1951-000 Appropriation Control Construction Code - S&W Salary &					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	10,706.67	08/12/26
Total for		Appropriation Control Construction Code - S&W		10,706.67	
Department Total:		Appropriation Control Construction Code - S&W		10,706.67	
01-2010-22-2001-000 Appropriation Control Property Maintenance - S&W Salary					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	1,890.00	08/12/26
Total for		Appropriation Control Property Maintenance -		1,890.00	
Department Total:		Appropriation Control Property Maintenance -		1,890.00	
01-2010-23-2202-003 Appropriation Control Group Insurance - O/E Dental					
261074	08/13/26	DELTA DENTAL PLAN OF	EMPLOYEE DENTAL COVERAGE	5,218.81	08/13/26
Total for		Appropriation Control Group Insurance - O/E		5,218.81	
01-2010-23-2202-004 Appropriation Control Group Insurance - O/E Life/AD&D					
261031	08/06/26	BERGEN COUNTY DEPT. OE2026	EMPLOYEE ASSISTANCE	1,446.25	08/25/26
261018	07/30/26	RELIANCE STANDARD LIFEJULY 2026	EMPLOYEE INSURANCE	538.71	07/30/26
Total for		Appropriation Control Group Insurance - O/E		1,984.96	
01-2010-23-2202-092 Appropriation Control Group Insurance - O/E Medical					
261046	08/11/26	SHBP - STATE PENSIONS EE	HEALTH BENEFITS AUGUST	119,326.14	08/11/26
Total for		Appropriation Control Group Insurance - O/E		119,326.14	
01-2010-23-2202-094 Appropriation Control Group Insurance - O/E Disability					
261047	08/11/26	UNUM LIFE INSURANCE COAUGUST 2026	DISABILITY	1,557.70	08/11/26
Total for		Appropriation Control Group Insurance - O/E		1,557.70	
Department Total:		Appropriation Control Group Insurance - O/E		128,087.61	
01-2010-23-2210-000 Appropriation Control Group Health Waiver					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	1,249.98	08/12/26
Total for		Appropriation Control Group Health Waiver		1,249.98	
Department Total:		Appropriation Control Group Health Waiver		1,249.98	
01-2010-25-2401-000 Appropriation Control Police - S&W Regular					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	94,469.02	08/12/26
Total for		Appropriation Control Police - S&W Regular		94,469.02	
01-2010-25-2401-002 Appropriation Control Police - S&W Overtime					

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261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	14,515.38	08/12/26
Total for		Appropriation Control Police - S&W Overtime		14,515.38	
01-2010-25-2401-003 Appropriation Control Police - S&W Comp Time Payouts					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	2,435.41	08/12/26
Total for		Appropriation Control Police - S&W Comp Time		2,435.41	
<u>Department Total:</u>		<u>Appropriation Control Police - S&W</u>		<u>111,419.81</u>	
01-2010-25-2402-002 Appropriation Control Police - O/E Equipment Maintenance					
261013	07/28/26	CALIFORNIA MEDICAL	EST 7204; DEFIBRILLATOR	330.00	08/25/26
Total for		Appropriation Control Police - O/E Equipment		330.00	
01-2010-25-2402-005 Appropriation Control Police - O/E Firearms / Ammo					
260917	07/08/26	EAGLE POINT GUN	AMMO AND TARGETS	5,379.95	08/25/26
Total for		Appropriation Control Police - O/E Firearms /		5,379.95	
01-2010-25-2402-007 Appropriation Control Police - O/E Vehicle Maintenance					
260943	07/13/26	ENGLEWOOD BEST AUTO	EST; RHINO LINING FOR T-2	1,435.10	08/25/26
260944	07/13/26	ENGLEWOOD BEST AUTO	EST; VEHICLE WRAP & GRAPHICS	5,000.00	08/25/26
261065	08/12/26	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE AUGUST	9,163.02	08/12/26
Total for		Appropriation Control Police - O/E Vehicle		15,598.12	
01-2010-25-2402-009 Appropriation Control Police - O/E Crossing Guards					
261075	08/13/26	CROSSING GUARD	2310; CROSSING GUARD SRVCS	1,969.56	08/25/26
Total for		Appropriation Control Police - O/E Crossing		1,969.56	
<u>Department Total:</u>		<u>Appropriation Control Police - O/E</u>		<u>23,277.63</u>	
01-2010-25-2501-000 Appropriation Control Police Dispatching/911 - S&W					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	14,230.25	08/12/26
Total for		Appropriation Control Police Dispatching/911 -		14,230.25	
<u>Department Total:</u>		<u>Appropriation Control Police Dispatching/911 -</u>		<u>14,230.25</u>	
01-2010-25-2552-004 Appropriation Control Fire - O/E Enterprise					
261065	08/12/26	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE AUGUST	0.00	08/12/26
261065	08/12/26	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE AUGUST	2,285.62	08/12/26
Total for		Appropriation Control Fire - O/E Enterprise		2,285.62	
<u>Department Total:</u>		<u>Appropriation Control Fire - O/E</u>		<u>2,285.62</u>	
01-2010-25-2651-000 Appropriation Control Uniform Fire Safety - S&W Salary &					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	5,389.59	08/12/26
Total for		Appropriation Control Uniform Fire Safety -		5,389.59	
<u>Department Total:</u>		<u>Appropriation Control Uniform Fire Safety -</u>		<u>5,389.59</u>	
01-2010-25-2652-001 Appropriation Control Uniform Fire Safety - O/E Other					
261026	08/04/26	LITHOTONE CO.	1658; ENVELOPES	220.00	08/25/26
Total for		Appropriation Control Uniform Fire Safety -		220.00	
01-2010-25-2652-002 Appropriation Control Uniform Fire Safety - O/E Fire					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	0.00	08/24/26
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	6,833.56	08/24/26
Total for		Appropriation Control Uniform Fire Safety -		6,833.56	
<u>Department Total:</u>		<u>Appropriation Control Uniform Fire Safety -</u>		<u>7,053.56</u>	
01-2010-26-2901-000 Appropriation Control DPW - S&W Regular					

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261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	35,491.90	08/12/26
Total for		Appropriation Control DPW - S&W Regular		35,491.90	
01-2010-26-2901-002 Appropriation Control DPW - S&W Overtime					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	1,250.45	08/12/26
Total for		Appropriation Control DPW - S&W Overtime		1,250.45	
Department Total:		Appropriation Control DPW - S&W		36,742.35	
01-2010-26-2902-001 Appropriation Control DPW - O/E Snow Removal					
261106	08/20/26	PRESTIGE AUTO WASH	4014,4050; VEHICLE WASHES	89.00	08/25/26
Total for		Appropriation Control DPW - O/E Snow Removal		89.00	
01-2010-26-2902-002 Appropriation Control DPW - O/E Miscellaneous					
261044	08/11/26	PHILIPP GRECO	REIMBURSEMENT FOR DPW LUNCH	91.67	08/25/26
Total for		Appropriation Control DPW - O/E Miscellaneous		91.67	
01-2010-26-2902-003 Appropriation Control DPW - O/E Vehicle Repairs &					
261006	07/28/26	AUTOMOTIVE BRAKE	2787713; TRUCK WASH	38.48	08/25/26
260997	07/23/26	INTER CITY TIRE	193271; TIRE REPAIR TRUCK	387.65	08/25/26
260998	07/23/26	W.E. TIMMERMAN,	0237837-IN; SWEEPER SUPPLIES	1,374.22	08/25/26
Total for		Appropriation Control DPW - O/E Vehicle		1,800.35	
01-2010-26-2902-007 Appropriation Control DPW - O/E Office Supplies					
261109	08/21/26	COSTCO BUSINESS CENTER	DPW AND BOROUGH HALL	372.36	08/25/26
261096	08/20/26	DIAMOND ROCK SPRING	354606; WATER FOR DPW	136.50	08/25/26
Total for		Appropriation Control DPW - O/E Office		508.86	
01-2010-26-2902-008 Appropriation Control DPW - O/E Tools & Equipment					
261007	07/28/26	AGL WELDING SUPPLY CO,	0010206522; APRIL ACE/O2	58.80	08/25/26
261097	08/20/26	AGL WELDING SUPPLY CO,	0010214961; JULY ACE/O2	60.26	08/25/26
261090	08/19/26	GOOSETOWN	INV# 186681; RADIO CONTRACT	69.98	08/25/26
Total for		Appropriation Control DPW - O/E Tools &		189.04	
01-2010-26-2902-009 Appropriation Control DPW - O/E Education/Training					
261019	07/30/26	RUTGERS N.J. STATE	CPWM CLASSES, P GRECO FALL	2,022.00	08/25/26
Total for		Appropriation Control DPW - O/E		2,022.00	
Department Total:		Appropriation Control DPW - O/E		4,700.92	
01-2010-26-3001-000 Appropriation Control Shade Tree - S&W Salary & Wages					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	175.64	08/12/26
Total for		Appropriation Control Shade Tree - S&W Salary		175.64	
Department Total:		Appropriation Control Shade Tree - S&W		175.64	
01-2010-26-3002-000 Appropriation Control Shade Tree - O/E Other Expenses					
261105	08/20/26	HARDWOOD TREE SERVICE	437 & 331; TREE WORK BOROUGH	4,725.00	08/25/26
261120	08/24/26	HARDWOOD TREE SERVICE	INV# 0465; TREE WORK	850.00	08/25/26
Total for		Appropriation Control Shade Tree - O/E Other		5,575.00	
Department Total:		Appropriation Control Shade Tree - O/E		5,575.00	
01-2010-26-3052-001 Appropriation Control Solid Waste Collection - O/E					
261041	08/10/26	SUBURBAN DISPOSAL INC	JULY 2026 GARBAGE COLLECTION	94,366.50	08/10/26
Total for		Appropriation Control Solid Waste Collection -		94,366.50	
Department Total:		Appropriation Control Solid Waste Collection -		94,366.50	

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01-2010-26-3102-003 Appropriation Control Buildings & Grounds - O/E Other					
261010	07/28/26	BRAEN STONE	239257; TONS OF F.A.B.C MIX	177.47	08/25/26
261098	08/20/26	BRAEN STONE	240192; FABC MIX I-5	109.60	08/25/26
260512	04/10/26	GATES FLAG & BANNER	225932; FLAGS FOR BOROUGH	621.87	08/25/26
260512	04/10/26	GATES FLAG & BANNER	QT# 155020; FLAGS FOR	753.97	08/25/26
261009	07/28/26	HOME DEPOT CREDIT	SUPPLIES FOR BOROUGH GROUNDS	267.74	08/25/26
261092	08/20/26	HOME DEPOT CREDIT	006967/8531642; SUPPLIES FOR	43.23	08/25/26
261099	08/20/26	JERSEY ELEVATOR CO,	597666-M7C4; FULL 8HR	192.69	08/25/26
261005	07/28/26	MAIN LOCK SHOP	0202297-IN; KEYS FOR SR	25.80	08/25/26
261103	08/20/26	MAIN LOCK SHOP	0202326,0202476,0202359,0202	1,446.50	08/25/26
261100	08/20/26	MATERA'S NURSERY	395030; FLOWERS FOR BOROUGH	279.50	08/25/26
261094	08/20/26	QUALITY COOLING CORP	2026-207; WATER LEAK AT PD	325.00	08/25/26
261104	08/20/26	RAPID PUMP & METER	26267,36401; SERVICE & ALARM	2,404.50	08/25/26
261008	07/28/26	THIS AND THAT HARDWARE	2607-079313; SUPPLIES FOR	67.21	08/25/26
261119	08/24/26	THIS AND THAT HARDWARE	INV# 2608-082309; GORLLA	12.99	08/25/26
261101	08/20/26	TRAFFIC SAFETY &	252729; STREET SIGNS BOROUGH	730.86	08/25/26
261118	08/24/26	TRAFFIC SAFETY &	INV# 252808; DELINEATOR	116.40	08/25/26
261081	08/17/26	VERIZON	ACCOUNT #	95.89	08/17/26
261091	08/19/26	VERIZON	ACCT #150-594-750-0001-35	10.00	08/19/26
Total for				7,681.22	
Department Total:				7,681.22	
01-2010-27-3402-001 Appropriation Control Animal Control Services - O/E					
261048	08/11/26	BERGEN COUNTY DEPT OF ANIMAL CONTROL SERVICES		7,241.85	08/25/26
Total for				7,241.85	
Department Total:				7,241.85	
01-2010-27-3650-001 Appropriation Control Seniors - S&W Salaries & Wages					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	1,675.00	08/12/26
Total for				1,675.00	
Department Total:				1,675.00	
01-2010-28-3701-000 Appropriation Control Recreation Services - S&W Regular					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	0.00	08/12/26
Total for				0.00	
01-2010-28-3701-002 Appropriation Control Recreation Services - S&W					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	17,764.86	08/12/26
Total for				17,764.86	
Department Total:				17,764.86	
01-2010-28-3702-001 Appropriation Control Recreation Services - O/E Other					
260945	07/13/26	DAVID ZUIDEMA INC.	INV# 329544; PORTA POTTIES	350.00	08/25/26
261051	08/12/26	DAVID ZUIDEMA INC.	INV# 333466; PORTA POTTYS	350.00	08/25/26
261083	08/18/26	KRISTY SOLAN	YOGA FOR SUMMER CAMP	0.00	08/25/26
261083	08/18/26	KRISTY SOLAN	YOGA FOR SUMMER CAMP	500.00	08/25/26
Total for				1,200.00	

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Department Total:		Appropriation Control Recreation Services -		1,200.00	
01-2010-29-3901-000 Appropriation Control Free Public Library - 1/3 mil S&W					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	11,204.75	08/12/26
Total for		Appropriation Control Free Public Library -		11,204.75	
Department Total:		Appropriation Control Free Public Library -		11,204.75	
01-2010-31-4302-001 Appropriation Control Electricity #6504224218					
261033	08/07/26	PSE&G	JULY '26 GAS & ELECTRIC	19,831.58	08/10/26
Total for		Appropriation Control Electricity #6504224218		19,831.58	
Department Total:		Appropriation Control Electricity		19,831.58	
01-2010-31-4402-001 Appropriation Control Telephone SPECTROTEL #320604					
261042	08/10/26	LIGHTPATH FIBER	PHONE CHARGES; AUGUST 2026	2,980.00	08/25/26
Total for		Appropriation Control Telephone SPECTROTEL		2,980.00	
01-2010-31-4402-004 Appropriation Control Telephone Verizon - Main					
261035	08/07/26	VERIZON	ACCOUNT# 156-604-037-0001-07	299.00	08/10/26
Total for		Appropriation Control Telephone Verizon - Main		299.00	
01-2010-31-4402-006 Appropriation Control Telephone Internet - Verizon					
261034	08/07/26	VERIZON WIRELESS	ACCT#	1,593.15	08/10/26
Total for		Appropriation Control Telephone Internet -		1,593.15	
01-2010-31-4402-012 Appropriation Control Telephone CABLEVISION - REC BLDG					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	172.95	08/17/26
Total for		Appropriation Control Telephone CABLEVISION -		172.95	
01-2010-31-4402-014 Appropriation Control Telephone CABLE TV & ISP - FD CO#1					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	561.38	08/17/26
Total for		Appropriation Control Telephone CABLE TV & ISP		561.38	
01-2010-31-4402-016 Appropriation Control Telephone 07870-061598-01-0					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	477.90	08/17/26
Total for		Appropriation Control Telephone		477.90	
01-2010-31-4402-017 Appropriation Control Telephone CABLE TV & ISP - OEM					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	259.88	08/17/26
Total for		Appropriation Control Telephone CABLE TV & ISP		259.88	
01-2010-31-4402-018 Appropriation Control Telephone CABLE TV & ISP - SQUAD					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	99.40	08/17/26
Total for		Appropriation Control Telephone CABLE TV & ISP		99.40	
01-2010-31-4402-020 Appropriation Control Telephone CABLE TV & ISP - BORO					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	222.95	08/17/26
261036	08/07/26	VERIZON	ACCOUNT# 558-020-786-0001-52	13.29	08/10/26
Total for		Appropriation Control Telephone CABLE TV & ISP		236.24	
01-2010-31-4402-021 Appropriation Control Telephone 07870-495094-01-4					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	275.73	08/17/26
Total for		Appropriation Control Telephone		275.73	
01-2010-31-4402-022 Appropriation Control Telephone VERIZON - ELEVATOR LINE					
261040	08/10/26	VERIZON	ACCOUNT# 250-717-861-0001-86	95.89	08/10/26
Total for		Appropriation Control Telephone VERIZON -		95.89	

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01-2010-31-4402-025 Appropriation Control Telephone CABLEVISION - WEATHER					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	238.90	08/17/26
261112	08/24/26	OPTIMUM	AUGUST 2026 CABLE/ISP	358.35	08/24/26
Total for Appropriation Control Telephone CABLEVISION -				597.25	
01-2010-31-4402-028 Appropriation Control Telephone OPTIMUM - 31 FAIRVIEW					
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	0.00	08/17/26
261082	08/17/26	OPTIMUM	AUGUST 2026 CABLE/ISP	687.38	08/17/26
Total for Appropriation Control Telephone OPTIMUM - 31				687.38	
Department Total: Appropriation Control Telephone				8,336.15	
01-2010-31-4452-000 Appropriation Control Water Miscellaneous					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	472.87	08/24/26
Total for Appropriation Control Water Miscellaneous				472.87	
01-2010-31-4452-001 Appropriation Control Water Meter #88306893 - 7 E Fort					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	477.65	08/24/26
Total for Appropriation Control Water Meter #88306893 -				477.65	
01-2010-31-4452-002 Appropriation Control Water Meter #88505411 - 69 Main St					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	23.22	08/24/26
Total for Appropriation Control Water Meter #88505411 -				23.22	
01-2010-31-4452-003 Appropriation Control Water Meter #88228191 - 63 W Broad					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	160.50	08/24/26
Total for Appropriation Control Water Meter #88228191 -				160.50	
01-2010-31-4452-004 Appropriation Control Water Meter #88417708 - Cypress					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	197.05	08/24/26
Total for Appropriation Control Water Meter #88417708 -				197.05	
01-2010-31-4452-005 Appropriation Control Water Meter #88227215 - Library					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	137.72	08/24/26
Total for Appropriation Control Water Meter #88227215 -				137.72	
01-2010-31-4452-006 Appropriation Control Water Meter #88509227 - 164					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	81.08	08/24/26
Total for Appropriation Control Water Meter #88509227 -				81.08	
01-2010-31-4452-007 Appropriation Control Water Meter #88228192 - Rec Bldg					
261037	08/07/26	VEOLIA WATER NEW	JUNE/JULY 2026 WATER	540.80	08/10/26
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	881.61	08/24/26
Total for Appropriation Control Water Meter #88228192 -				1,422.41	
01-2010-31-4452-008 Appropriation Control Water Meter #88305041 - 375 Larch					
261113	08/24/26	VEOLIA WATER NEW	JULY/AUGUST 2026 WATER	57.59	08/24/26
Total for Appropriation Control Water Meter #88305041 -				57.59	
Department Total: Appropriation Control Water				3,030.09	
01-2010-31-4602-001 Appropriation Control Gasoline DPW					
261095	08/20/26	VILLAGE OF RIDGEFIELD	JULY 2026 FUEL CHARGES	3,370.16	08/25/26
Total for Appropriation Control Gasoline DPW				3,370.16	
01-2010-31-4602-002 Appropriation Control Gasoline Police					
261095	08/20/26	VILLAGE OF RIDGEFIELD	JULY 2026 FUEL CHARGES	2,776.58	08/25/26

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Total for		Appropriation Control Gasoline Police		2,776.58	
01-2010-31-4602-003 Appropriation Control Gasoline Recreation					
261095	08/20/26	VILLAGE OF RIDGEFIELD	JULY 2026 FUEL CHARGES	166.64	08/25/26
Total for		Appropriation Control Gasoline Recreation		166.64	
01-2010-31-4602-005 Appropriation Control Gasoline Fire Department					
261095	08/20/26	VILLAGE OF RIDGEFIELD	JULY 2026 FUEL CHARGES	823.83	08/25/26
Total for		Appropriation Control Gasoline Fire Department		823.83	
01-2010-31-4602-006 Appropriation Control Gasoline Surcharge					
261095	08/20/26	VILLAGE OF RIDGEFIELD	JULY 2026 FUEL CHARGES	1,070.58	08/25/26
Total for		Appropriation Control Gasoline Surcharge		1,070.58	
<u>Department Total:</u>		<u>Appropriation Control Gasoline</u>		<u>8,207.79</u>	
01-2010-32-4652-001 Appropriation Control Solid Waste Disposal BCUA Type 10					
261020	07/30/26	BCUA [SEWER CHARGES]	INV# 5200; JUNE 2026 SOLID	2,148.44	08/25/26
261124	08/24/26	BCUA [SEWER CHARGES]	INV# 5262; JULY 2026 SOLID	612.18	08/25/26
Total for		Appropriation Control Solid Waste Disposal		2,760.62	
01-2010-32-4652-002 Appropriation Control Solid Waste Disposal Miscellaneous					
260994	07/23/26	ENVIRONMENTAL RENEWAL	344053,344085,344154,344185;	1,856.00	08/25/26
261011	07/28/26	ENVIRONMENTAL RENEWAL	344297,344298; COMPACTED	870.00	08/25/26
261093	08/20/26	ENVIRONMENTAL RENEWAL	COMPACTED MIXED YARD WASTE,	4,147.00	08/25/26
Total for		Appropriation Control Solid Waste Disposal		6,873.00	
<u>Department Total:</u>		<u>Appropriation Control Solid Waste Disposal</u>		<u>9,633.62</u>	
01-2010-36-4722-000 Appropriation Control Social Security System					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	10,468.63	08/12/26
Total for		Appropriation Control Social Security System		10,468.63	
<u>Department Total:</u>		<u>Appropriation Control Social Security System</u>		<u>10,468.63</u>	
01-2010-36-4730-000 Appropriation Control DCRP					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	0.00	08/12/26
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	68.79	08/12/26
Total for		Appropriation Control DCRP		68.79	
<u>Department Total:</u>		<u>Appropriation Control DCRP</u>		<u>68.79</u>	
01-2010-42-4901-000 Appropriation Control Municipal Court - S&W					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	1,495.61	08/12/26
Total for		Appropriation Control Municipal Court - S&W		1,495.61	
<u>Department Total:</u>		<u>Appropriation Control Municipal Court - S&W</u>		<u>1,495.61</u>	
01-2030-20-1202-000 APPROPRIATION RESERVES Municipal Clerk - O/E Other					
261058	08/12/26	VRC COMPANIES LLC	INV# 1738822; PURGE 96 GALL	285.00	08/25/26
Total for		APPROPRIATION RESERVES Municipal Clerk - O/E		285.00	
<u>Department Total:</u>		<u>APPROPRIATION RESERVES Municipal Clerk - O/E</u>		<u>285.00</u>	
01-2030-25-2401-000 APPROPRIATION RESERVES Police - S&W Regular					
261087	08/18/26	BOROUGH OF BOGOTA	TO FUND DISABILITY PAYMENT	622.01	08/18/26
Total for		APPROPRIATION RESERVES Police - S&W Regular		622.01	
<u>Department Total:</u>		<u>APPROPRIATION RESERVES Police - S&W</u>		<u>622.01</u>	

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01-2080-	-	-	County Taxes Payable County Taxes Payable		
261076	08/13/26	COUNTY OF BERGEN,	3RD QTR 2026 COUNTY TAXES	892,505.85	08/13/26
Total for		County Taxes Payable County Taxes Payable		892,505.85	
Department Total:		County Taxes Payable County Taxes Payable		892,505.85	
01-2110-	-	-	County Open Space Tax Payable County Open Space Tax		
261077	08/13/26	COUNTY OPEN SPACE	3RD QTR 2026 COUNTY OPEN	41,631.51	08/13/26
Total for		County Open Space Tax Payable County Open		41,631.51	
Department Total:		County Open Space Tax Payable County Open		41,631.51	
01-2800-	-	-	RESERVE FOR CREDIT CARD FEES RESERVE FOR CREDIT CARD		
261025	08/04/26	MERCHANT SERVICE FEES DEMAND DEBIT - 08/04/2026		539.84	08/04/26
Total for		RESERVE FOR CREDIT CARD FEES RESERVE FOR		539.84	
Department Total:		RESERVE FOR CREDIT CARD FEES RESERVE FOR		539.84	
01-2970-	-	-	DUE TO COUNTY - PILOT PAYMENTS DUE TO COUNTY - PILOT		
261078	08/13/26	COUNTY OF BERGEN,	PILOT TAXES DUE TO COUNTY	37,651.83	08/13/26
261079	08/13/26	COUNTY OF BERGEN,	PRIOR YEARS PILOT DUE TO	73,739.30	08/13/26
Total for		DUE TO COUNTY - PILOT PAYMENTS DUE TO COUNTY -		111,391.13	
Department Total:		DUE TO COUNTY - PILOT PAYMENTS DUE TO COUNTY -		111,391.13	
04-2150-55-1560-006			Improvment Authorizations 1560 - Var. Cap. Impvts Police		
260191	02/04/26	ESS, INC.	QUOTE; RADIO RACK UPGRADE	4,820.00	08/25/26
Total for		Improvment Authorizations 1560 - Var. Cap.		4,820.00	
Department Total:		Improvment Authorizations 1560 - Var. Cap.		4,820.00	
04-2150-55-1619-005			Improvment Authorizations 1619 - Var. Cap. Impvts OEM		
261024	08/04/26	ROGUT McCARTHY LLC	PROF SRVCS RENDERED THRU	488.53	08/25/26
Total for		Improvment Authorizations 1619 - Var. Cap.		488.53	
04-2150-55-1619-006			Improvment Authorizations 1619 - Var. Cap. Impvts IT		
260952	07/13/26	SMART TECH	EST# M2025082545; BACKUP/REC	11,525.00	08/25/26
Total for		Improvment Authorizations 1619 - Var. Cap.		11,525.00	
04-2150-55-1619-007			Improvment Authorizations 1619 - Var. Cap. Impvts Public		
250736	05/13/25	FIRST ENVIRONMENT	49819: LSRP DELINEATION	1,177.50	08/25/26
251407	09/30/25	NEGLIA ENGINEERING	OLSEN PARK IMPVT PROJECT	4,966.37	08/25/26
Total for		Improvment Authorizations 1619 - Var. Cap.		6,143.87	
04-2150-55-1619-009			Improvment Authorizations 1619 - Var. Cap. Impvts		
250919	06/20/25	NEGLIA ENGINEERING	ELM AVENUE ROADWAY	485.92	08/25/26
Total for		Improvment Authorizations 1619 - Var. Cap.		485.92	
Department Total:		Improvment Authorizations 1619 - Var. Cap.		18,643.32	
04-2150-55-1623-001			Improvment Authorizations 1623 - Sidewalk Impvt's Bixby		
261024	08/04/26	ROGUT McCARTHY LLC	PROF SRVCS RENDERED THRU	488.53	08/25/26
Total for		Improvment Authorizations 1623 - Sidewalk		488.53	
Department Total:		Improvment Authorizations 1623 - Sidewalk		488.53	
04-2150-55-1627-001			Improvment Authorizations 1627 - Rec/Community Center		
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	0.00	08/12/26
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	0.00	08/12/26

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261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	1,019.82	08/12/26
260587	05/05/26	COMMERICAL FURNITURE	CHAIRS FOR REC CENTER	1,152.00	08/25/26
260586	05/05/26	FELLOWES/ESI	FUNITURE FOR REC CENTER	1,078.00	08/25/26
251090	07/22/25	FOLEY INC	CATERPILLAR EMERGENCY	8,953.87	08/25/26
250524	04/08/25	MILLENNIUM	SECURITY SYSTEM REC CENTER	32,832.06	08/25/26
261024	08/04/26	ROGUT McCARTHY LLC	PROF SRVCS RENDERED THRU	488.53	08/25/26
Total for		Improvment Authorizations 1627 - Rec/Community		45,524.28	
Department Total:		Improvment Authorizations 1627 - Rec/Community		45,524.28	
04-2150-55-1629-001 Improvment Authorizations 1629 - Veteran's Park Phase 2					
261024	08/04/26	ROGUT McCARTHY LLC	PROF SRVCS RENDERED THRU	488.53	08/25/26
Total for		Improvment Authorizations 1629 - Veteran's		488.53	
Department Total:		Improvment Authorizations 1629 - Veteran's		488.53	
04-2150-55-1636-003 Improvment Authorizations 1636 - Var. Cap. Impvts Rec					
261024	08/04/26	ROGUT McCARTHY LLC	PROF SRVCS RENDERED THRU	488.53	08/25/26
Total for		Improvment Authorizations 1636 - Var. Cap.		488.53	
04-2150-55-1636-007 Improvment Authorizations 1636 - Var. Cap. Impvts Public					
260611	05/08/26	K C SIGN & AWNING	QT# 088957; SIGN PERMIT ACQ	1,390.00	08/25/26
260293	03/05/26	NEGLIA ENGINEERING	STORMWATER MGT PLAN &	328.50	08/25/26
260584	05/05/26	NEGLIA ENGINEERING	PETRIK PARK IMPROVEMENT	2,069.50	08/25/26
260868	06/25/26	NEGLIA ENGINEERING	GIS SERVICES; GREEN COMM.	4,565.00	08/25/26
Total for		Improvment Authorizations 1636 - Var. Cap.		8,353.00	
Department Total:		Improvment Authorizations 1636 - Var. Cap.		8,841.53	
04-2150-55-1637-010 Improvment Authorizations 1637 - NJDOT Hill St & Larch A					
261024	08/04/26	ROGUT McCARTHY LLC	PROF SRVCS RENDERED THRU	488.53	08/25/26
Total for		Improvment Authorizations 1637 - NJDOT Hill St		488.53	
Department Total:		Improvment Authorizations 1637 - NJDOT Hill St		488.53	
04-2150-55-1645-010 Improvment Authorizations 1637 -Storm & Sanitary Sewers					
261024	08/04/26	ROGUT McCARTHY LLC	PROF SRVCS RENDERED THRU	488.53	08/25/26
Total for		Improvment Authorizations 1637 -Storm &		488.53	
Department Total:		Improvment Authorizations 1637 -Storm &		488.53	
13-2880- - - Summer Day Camp					
261050	08/12/26	AJ FOOD DELIVERY	INV# 274; ICE CREAM FOR	165.00	08/25/26
Total for		Summer Day Camp		165.00	
Department Total:		Summer Day Camp		165.00	
13-3090- - - Field Use					
260536	04/15/26	SAL STAMILLA	AUG 2026 FIELD MAINTENANCE	400.00	08/25/26
Total for		Field Use		400.00	
Department Total:		Field Use		400.00	
14-2855- - - Outside Police Employment Fees Outside Police Employment					
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	0.00	08/12/26
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	0.00	08/12/26
261072	08/12/26	BOROUGH OF BOGOTA	2026-08-14 PR	12,240.00	08/12/26

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Total for		Outside Police Employment Fees	Outside Police	12,240.00	
<u>Department Total:</u>		<u>Outside Police Employment Fees</u>	<u>Outside Police</u>	<u>12,240.00</u>	
14-2877-	-	-	RESERVE FOR UNEMPLOYEMENT TRUS		
261017	07/30/26	STATE OF NEW JERSEY	UI FUND QTR ENDING	4,319.56	07/30/26
Total for		RESERVE FOR UNEMPLOYEMENT TRUS		4,319.56	
<u>Department Total:</u>		<u>RESERVE FOR UNEMPLOYEMENT TRUS</u>		<u>4,319.56</u>	
16-2000-26-0024-			ACCUTRACK ACCOUNT PLD FUEL INC - DBA DELTA		
260608	05/07/26	COSTA ENGINEERING	23739; 151 W. FORT LEE ROAD	675.00	08/25/26
260606	05/07/26	PHILLIPS PREISS	VOID	0.00	08/17/26
261068	08/13/26	PHILLIPS PREISS	41964 & 42328; 151 W. FORT	962.50	08/25/26
Total for		ACCUTRACK ACCOUNT	PLD FUEL INC - DBA DELTA	1,637.50	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>1,637.50</u>	
16-2000-26-0025-			ACCUTRACK ACCOUNT ABEL ACOSTA		
261045	08/11/26	COSTA ENGINEERING	23875; 335 RIVER ROAD	1,500.00	08/25/26
261069	08/13/26	PHILLIPS PREISS	42346; 335 RIVER ROAD	350.00	08/25/26
Total for		ACCUTRACK ACCOUNT	ABEL ACOSTA	1,850.00	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>1,850.00</u>	
16-2000-26-0026-			ACCUTRACK ACCOUNT 151 W. FORT LEE ROAD		
261108	08/20/26	COSTA ENGINEERING	23873; 151 W. FORT LEE ROAD	1,800.00	08/25/26
261068	08/13/26	PHILLIPS PREISS	41964 & 42328; 151 W. FORT	656.25	08/25/26
Total for		ACCUTRACK ACCOUNT	151 W. FORT LEE ROAD	2,456.25	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>2,456.25</u>	
16-2000-26-0027-			ACCUTRACK ACCOUNT 24 RIVER RD (THOR RIVER RD LLC		
261070	08/13/26	PHILLIPS PREISS	42355; 24 RIVER RD (THOR	962.50	08/25/26
Total for		ACCUTRACK ACCOUNT	24 RIVER RD (THOR RIVER RD	962.50	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>962.50</u>	
17-2000-02-2000-			OTHER AFLAC		
261085	08/18/26	LEWIS DUENAS	AFLAC PREM. REFUND	-459.47	08/25/26
261085	08/18/26	LEWIS DUENAS	AFLAC PREM. REFUND	0.00	08/25/26
261085	08/18/26	LEWIS DUENAS	AFLAC PREM. REFUND	459.47	08/25/26
261085	08/18/26	LEWIS DUENAS	AFLAC PREM. REFUND	459.47	08/18/26
Total for		OTHER AFLAC		459.47	
<u>Department Total:</u>		<u>OTHER AFLAC</u>		<u>459.47</u>	
18-2860-	-	-	Due State of NJ Due State of NJ		
261049	08/12/26	NJ Dept of Health	JULY 2026 DOG LICENSE REPORT	18.60	08/25/26
Total for		Due State of NJ	Due State of NJ	18.60	
<u>Department Total:</u>		<u>Due State of NJ</u>	<u>Due State of NJ</u>	<u>18.60</u>	
19-2000-	-	-	RESERVE FOR EXPENDITURES INTEREST ON INVESTMENTS		
260029	01/13/26	PIAZZA & ASSOCIATES,	AUG 2026 MONTHLY COMPLIANCE	200.00	08/25/26
261022	08/04/26	SURENIAN, EDWDARDS,	PROF SRVCS RENDERED THRU	1,152.50	08/25/26
Total for		RESERVE FOR EXPENDITURES INTEREST ON		1,352.50	
<u>Department Total:</u>		<u>RESERVE FOR EXPENDITURES INTEREST ON</u>		<u>1,352.50</u>	