In God We Trust

Minutes
June 19, 2025
Open Session
7:30pm

BOROUGH OF BOGOTA
Mayor and Council | Regular Meeting

Meeting of the Borough of Bogota Mayor and Council meeting held on this date June 19, 2025 in Borough Hall, 375 Larch Ave, Bogota, New Jersey at 7:30 P.M

PLEDGE OF ALLEGIANCE

Councilman McHale led the Pledge of Allegiance.

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 2025, filing a copy in the Borough Clerk's Office, and posting it on the Borough bulletin board.

Mayor Fede memorialized the passing of Danny Lauber and Nancy Mitchell.

ROLL CALL

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

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

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

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

No one from the public wished to speak.

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

DISCUSSION

Garbage Collection Ordinance

Borough Attorney Betesh- after reviewing ordinances in different towns and consulting with the Property Maintenance Department he drafted an ordinance in which kitchen garbage bags are required to be placed in garbage cans when put on the curb; black heavy duty garbage bags could still be placed on the curb by themselves. He also prepared an ordinance that requires that all garbage bags be required to be placed in cans. Both ordinances include provisions that limit the weight of garbage cans to 60 pounds, increase the fines, and require the owner to clean up any mess. In replying to questions, he said that there could be a transition period where residents are not fined for a first offense. In response to the discussion, he indicated the Council provided a consensus to put the first ordinance on the agenda for the next meeting.

INTRODUCTION OF ORDINANCES

1636 Bond Ordinance - Various Public Improvements in the amount of $1,375,000 (Capital Bond)

Motion: Council President Kohles made a motion to introduce Ordinance 1636. Seconded by Councilwoman Vergara. All Councilmembers present voted yes.

1637 Bond Ordinance - Various Road Improvements (DOT) in the amount of $655,000 (Capital Bond Road)

Motion: Council President Kohles made a motion to introduce Ordinance 1637. Seconded by Councilman McHale. All Councilmembers present voted yes.

1639- Ordinance Amending Chapter 12 of the Bogota Code, entitled "Signs"

Motion: Councilman Hordern made a motion to introduce Ordinance 1639. Seconded by Council President Kohles. All Councilmembers present voted yes.

CONSENT AGENDA

Resolutions

- 2025-143 Approve Professional Service Proposal – Neglia Engineering - Elm Avenue Roadway Improvements
- 2025-144 Liquor License Renewals 2025-2026
- 2025-146 Authorize GovDeals Surplus Sale Auction
- 2025-147 Approve Veolia Proposal - Install New Water Main - W Main Street – Recreation Center Project
- 2025-148 Purchase of Gymnasium Equipment – Bogota Community Rec Center Project
- 2025-149 Resolution of the Council of the Borough of Bogota Endorsing the Housing Element and Fair Share Plan Adopted by The Bogota Planning/Zoning Board
- 2025-150 Resolution authorizing the Submission of an application to the New Jersey Department Transportation FY2025 Grant - **LTPF-2025-West Main Street, Queen Anne Road, -00097**
- 2025-151 Resolution Authorizing Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Elmwood Avenue and Linwood Avenue Improvements Project - FY2026 Municipal Aid Grant - **MA-2026-Elmwood Avenue and Linwood Avenue Imp-00402**
- 2025-152 A Resolution Authorizing the Submission of an Application to the New Jersey Department of Transportation's Local Transportation Projects Fund FY2025 Grant Program - **LTPF-2025-Elm Avenue Improvements-00114**
- 2025-153 Approve Change Order No. 1 - Benard Associates – Bogota Community Rec Center Project
- 2025-154 Approve Change Order No. 2 - Benard Associates – Bogota Community Rec Center Project
- 2025-155 Approve Hire - DPW Seasonal Help – Brendan Mescall
- 2025-156 Approve First Environment Remediation Proposal - Investigative Derived Waste Disposal – DPW Garage

Motion: Councilman Hordern made a motion to approve the consent agenda minus resolution 2025-145 which was pulled by Council President. Seconded by Councilwoman Vergara. All Councilmembers present voted yes, except for Council President Kohles who rescued herself from Resolution 2025-155 & Resolution 2025-156 and voted yes on the remainder.

Resolutions to be Voted on Separately
2025-145 Resolution Approving Luxmi Corporation - One-Year Renewal of Distribution License #44 - 2025-2026

Borough Clerk Flores-Bolivard- in response to questions from Council President Kohles, she said the law to renew inactive liquor licenses changed. Since license #44 is inactive and not used in town, the Council can now only renew it for two additional one-year terms before it is forfeited. She has spoken to the owner of the license and explained the new law. She will also inform him of the outcome of the vote.

Motion: Councilman Hordern made a motion to adopt Resolution 2025-145. Seconded by Councilwoman Vergara. All Councilmember present voted yes.

PC25-10 Payment of Claims

Motion: Councilman McHale made a motion to approve PC25-10. Seconded by Councilwoman Vergara. Council President Kohles voted no Purchase Order 50866-Enterprise, recused herself on any items related to the DPW or Superintendent Kohles, and voted yes on the remainder of items. Councilman Hordern rescued himself on any items related to the Bogota Fire Department and voted yes on the remainder of items. Councilmembers McHale and Vergara voted yes.

2025-157 ApprProfServProposal-Neglia-OlsenParkImprovProject

Borough Administrator O'Malley- the resolution is a proposal from Neglia Engineering that encompasses all the projects for Olsen Park improvements . It will help the Borough get real numbers upon going out to bid so the Council can decide how much to spend on the park and which improvements to make. There several items that are alternates and do not have to be included in the bid and construction. He would like to include field lighting but costs have increased significantly for lighting equipment since Covid, plus the existing wooden poles are no longer permitted. His goal is to get the project started by Thanksgiving and have it ready for spring.

Motion: Councilman Hordern made a motion to pass Resolution 2025-157 and add it to the agenda. Seconded by Councilwoman Vergara. All Councilmembers present voted yes.

APPROVALS

Raffle License – St. Joseph's Church – Waiver $20 Fee – Sept. 21, @12:00pm

Motion: Councilman Hordern made a motion to approve the Raffle License for St. Joseph's Church. Seconded by Council President Kohles. The motion passed with a voice vote.

Approval for Outdoor Seating – El Imperio del Sabor - 127 Queen Anne Rd

Motion: Council President Kohles made a motion to approve Outdoor Seating at El Imperio del Sabor. Seconded by Councilman McHale. The motion passed with a voice vote.

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

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

No one from the public wished to speak.

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

COUNCIL RESPONSE TO CITIZENS REMARKS

REPORTS

Mayor Fede- attended all three graduations in town this year. The person who was supposed to sing the national anthem at one of the graduations instead used it as a protest, she was stopped and removed from the event. Mayor Fede attended the Ridgefield Park Green Fair and BACSA provided her with a big pink collection tube for used vapes, which will then go to BCUA for proper disposal. She thanked everyone for making Bogota Day a great event, despite some rain with about 60 people attending the concert. She had a concept meeting with Silvi Materials, the company is interested in placing a cement plant in town on Fort Lee Road. Having another cement plant in town is not her vision for Bogota and she directed Silvi Materials to consult with the Planning Board.
She has received plenty of noise complaints and the Bogota noise ordinance does not have complete enforceability for decibels and the time of day. The Council discussed the noise ordinance and how to make it more enforceable. Some complaints are regular noise or music during the day, which do not merit enforcement. The police do not have the expensive equipment needed to measure the exact number of decibels. At night, police use discretion and most residents are compliant after a warning.

Council President Kohles- the Board of Education is planning to have a grand opening of the new fields in July and they have questions about the process to have roads closed for the celebration. The Bogota Fire Department responded to 23 fire calls in May. Of the 23 calls, there were 2 fires, 2 motor vehicles, 4 hazardous conditions, 14 fire alarm activations, and 1 good intention smoky air. Year to date there have been 169 calls for service. There were 12 noise complaints from Teterboro Airport.

Councilmember Hordern- the Library will be having story time for children and will have mobile pop-up libraries in town. Half of the seniors want to remove a painting of Bogota History from their facility. If it is removed it will be preserved somewhere else in the Borough. The Senior Club has grown significantly; there are currently 82 members. Recreation will be having a movie night and their first concert was well attended. The Audit Committee will be meeting with some departments and will asking additional questions of other departments. The Committee should have recommendations ready for the Council to review in a few months.

Councilmember McHale- on June 13th he visited Pagano Park, after hearing complaints about the gates. The closing mechanism on the gates are broken or gone. These gates were installed less than two years ago to prevent young children from running out into the street. He suggested putting cameras up, but it would cost over $20,000. The Police Department made two arrests and issued 890 summonses. Moving/equipment were 463 of the summonses, radar was 20, parking 36, and ordinance violations were 370. There was one warning and 2,039 total calls for service. There were 27 times officers covered school crossing posts and 58 third party overtime details.

Councilmember Vergara- vape disposal was the key item discussed at the Environmental Commission meeting. The Commission is promoting the fact that there are plots for rent at the Bogota Community Garden.

Administrator O'Malley- The Recreation Center construction is moving along. During the summer months he will work on grounding the Borough Hall building, cleaning up records, and auctioning unused property. Bids for Larch Street should be ready to award at the next meeting. He held an audit close out meeting, there were some issues with purchases in late 2023/early 2024. One of the purchases was something that the Council determined was an emergency. The Borough made significant improvements in the past two years on its audits. All the marks from last year that he inherited were made good on. The reports will be made available to the Council next week. There were some complaints that the concerts started late which sometimes happens as it is dependent on the artist. The next concert is being held on July 10th. He will look into the construction at Veterans Park and any work is supposed to be going on at the park.

Borough Attorney Betesh- will review the Borough's Noise Ordinance to see if there are ways to make it easier to enforce. He will work on the Garbage Collection Ordinance for possible changes to the way commercial dumpster pickups are handled. The Borough is continuing to comply with its affordable housing obligations.

Borough Clerk Flores-Bolivard- thanked Melissa for covering the last meeting and thanked everyone who reached out about her daughter. She pointed out the renovation of two closets that are giving staff and the Seniors Citizens Club additional room. Over 100 boxes of records from the Building Department were scanned, her goal is to have over 65% of records scanned and viewable online. Scanned records are helpful when responding to OPRA requests, she is planning to have someone from the state come to the Borough and teach a class to clarify some points about OPRA. The election went well and she is thankful for the election day team.

ADJOURMENT

Being no further business before the governing body**, Councilman McHale** made a motion to adjourn the meeting, which was seconded by **Councilwoman Vergara**. The motion passed with a voice vote at 8:45 PM.

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

_____

Yenlys Flores-Bolivard, Clerk 7/11/2025

BOROUGH OF BOGOTA

ORDINANCE NO. 1636 **DATE:** 06-19-2025

INTRODUCTION

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

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS AND THE ACQUISITION OF NEW ADDITIONAL OR REPLACEMENT EQUIPMENT AND MACHINERY, NEW COMMUNICATION AND SIGNAL SYSTEMS EQUIPMENT AND NEW INFORMATION TECHNOLOGY EQUIPMENT IN, BY AND FOR THE BOROUGH OF BOGOTA, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF $1,375,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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

Section 1. The Borough of Bogota, in the County of Bergen, State of New Jersey (the "Borough") is hereby authorized to make various public improvements and to acquire new additional or replacement equipment and machinery, new communication and signal systems equipment and new information technology equipment in, by and for said Borough, as more particularly described in Section 4 hereof. Said improvements shall include all work, materials and appurtenances necessary and suitable therefor.

Section 2. There is hereby appropriated to the payment of the cost of making the improvements described in Sections 1 and 4 hereof (hereinafter referred to as "purposes"), the respective amounts of money hereinafter stated as the appropriation for said respective purposes. Said appropriation shall be met from the proceeds of the sale of the bonds authorized and the down payment appropriated by this ordinance. Said improvements shall be made as general improvements and no part of the cost thereof shall be assessed against property specially benefited.

Section 3. It is hereby determined and stated that the making of such improvements is not a current expense of said Borough.

Section 4. The several purposes hereby authorized for the financing of which said obligations are to be issued are set forth in the following "Schedule of Improvements, Purposes and Amounts" which schedule also shows (1) the amount of the appropriation and the estimated cost of each such purpose, and (2) the amount of each sum which is to be provided by the down payment hereinafter appropriated to finance such purposes, and (3) the estimated maximum amount of bonds and notes to be issued for each such purpose, and (4) the period of usefulness of each such purpose, according to its reasonable life, computed from the date of said bonds:

SCHEDULE OF IMPROVEMENTS, PURPOSES AND AMOUNTS

A. Acquisition of new additional or replacement equipment and machinery for the use of the Fire Department consisting of (i) turnout gear and (ii) self-contained breathing apparatus equipment.

Appropriation and Estimated Cost	$ 120,000
Down Payment Appropriated	$ 5,715
Bonds and Notes Authorized	$ 114,285
Period of Usefulness	5 years

B. Acquisition of new additional or replacement equipment and machinery for the use of the Department of Public Works consisting of (i) leaf vacuum equipment and (ii) a mower.

Appropriation and Estimated Cost	$ 20,000
Down Payment Appropriated	$ 960
Bonds and Notes Authorized	$ 19,040
Period of Usefulness	15 years

C. Acquisition of new additional or replacement equipment and machinery for the use of the Recreation Department consisting of (i) field maintenance equipment and (ii) a golf cart.

Appropriation and Estimated Cost	$ 20,000
Down Payment Appropriated	$ 960
Bonds and Notes Authorized	$ 19,040
Period of Usefulness	5 years

D. Acquisition of new communication and signal systems equipment consisting of radios for the use of the Police Department.

Appropriation and Estimated Cost	$ 100,000
Down Payment Appropriated	$ 4,770
Bonds and Notes Authorized	$ 95,230
Period of Usefulness	10 years

E. Implementation of the Borough records digitalization project.

Appropriation and Estimated Cost	$ 60,000
Down Payment Appropriated	$ 2,860
Bonds and Notes Authorized	$ 57,140
Period of Usefulness	5 years

F. Undertaking of sidewalk improvements at various locations.

Appropriation and Estimated Cost	$ 75,000
Down Payment Appropriated	$ 3,580
Bonds and Notes Authorized	$ 71,420
Period of Usefulness	10 years

G. Undertaking of various improvements to public buildings, property, grounds and parks.

Appropriation and Estimated Cost	$ 300,000
Down Payment Appropriated	$ 14,290
Bonds and Notes Authorized	$ 285,710
Period of Usefulness	10 years

H. Acquisition of new information technology equipment consisting of computer equipment for the use of various Borough departments, offices and agencies.

Appropriation and Estimated Cost	$ 80,000
Down Payment Appropriated	$ 4,285
Bonds and Notes Authorized	$ 75,715
Period of Usefulness	5 years

I. Undertaking of various improvements to roads. It is hereby determined and stated that said roads being improved are of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law").

Appropriation and Estimated Cost	$ 300,000
Down Payment Appropriated	$ 14,290
Bonds and Notes Authorized	$ 285,710
Period of Usefulness	10 years

J. Undertaking of various improvements to storm and sanitary sewers.

Appropriation and Estimated Cost	$ 300,000
Down Payment Appropriated	$ 14,290
Bonds and Notes Authorized	$ 285,710
Period of Usefulness	40 years

Aggregate Appropriation and Estimated Cost	$1,375,000
Aggregate Down Payment Appropriated	$ 66,000
Aggregate Amount of Bonds and Notes Authorized	$1,309,000

Section 5. The cost of such purposes, as hereinbefore stated, includes the aggregate amount of $117,500 which is estimated to be necessary to finance the cost of such purposes, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 6. It is hereby determined and stated that moneys exceeding $66,000, appropriated for down payments on capital improvements or for the capital improvement fund in budgets heretofore adopted for said Borough, are now available to finance said purposes. The sum of $66,000 is hereby appropriated from such moneys to the payment of the cost of said purposes.

Section 7. To finance said purposes, bonds of said Borough of an aggregate principal amount not exceeding $1,309,000 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within

the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 8. To finance said purposes, bond anticipation notes of said Borough of an aggregate principal amount not exceeding $1,309,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 9. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Borough and attested by the Borough Clerk or Deputy Borough Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in

conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 10. It is hereby determined and declared that the average period of usefulness of said purposes, according to their reasonable lives, taking into consideration the respective amounts of bonds or notes authorized for said purposes, is a period of 15.60 years computed from the date of said bonds.

Section 11. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Borough Clerk of said Borough, and that such statement so filed shows that the gross debt of said Borough, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by $1,309,000 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 12. Any funds received from private parties, the County of Bergen, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purposes, shall be applied to the payment of the cost of such purposes, or, if bond anticipation notes have been issued,

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

Section 13. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

Section 14. The Borough intends to issue the bonds or notes to finance the cost of the improvements described in Sections 1 and 4 of this bond ordinance. If the Borough incurs such costs prior to the issuance of the bonds or notes, the Borough hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this bond ordinance.

Section 15. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Borough, and the Borough shall levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 16. This ordinance shall take effect twenty days after the first publication thereof after final passage.

CERTIFICATION

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ATTEST:

Borough Clerk

APPROVED:

Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance Introduction adopted by the Borough of Bogota at a meeting held on 06-19-2025.

BOROUGH OF BOGOTA

ORDINANCE NO. 1637 **DATE:** 06-19-2025

INTRODUCTION

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

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS ROAD IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF BOGOTA, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF $655,000 TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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

Section 1. The Borough of Bogota, in the County of Bergen, State of New Jersey (the "Borough") is hereby authorized to make various road improvements in, by and for said Borough, as more particularly described in Section 4 hereof. Said improvements shall include all work, materials and appurtenances necessary and suitable therefor.

Section 2. There is hereby appropriated to the payment of the cost of making the improvements described in Sections 1 and 4 hereof (hereinafter referred to as "purposes"), the respective amounts of money hereinafter stated as the appropriation for said respective purposes. Said appropriation shall be met from the proceeds of the sale of the bonds authorized

by this ordinance. No down payment is required pursuant to the provisions of N.J.S.A. 40A:2-11(c) because this ordinance involves projects to be funded by State grants. It is anticipated that the following State of New Jersey Department of Transportation grants shall be received by the Borough: (A) $250,000 grant to finance the cost of the improvement of Hill Street described in Section 4.A hereof; and (B) $228,060 grant to finance the cost of the improvement of Larch Avenue described in Section 4.B hereof. Any of said grant funds so received shall be applied as set forth in Section 11 hereof. Said improvements shall be made as general improvements and no part of the cost thereof shall be assessed against property specially benefited.

Section 3. It is hereby determined and stated that the making of such improvements is not a current expense of said Borough.

Section 4. The several purposes hereby authorized for the financing of which said obligations are to be issued are set forth in the following "Schedule of Improvements, Purposes and Amounts" which schedule also shows (1) the amount of the appropriation and the estimated cost of each such purpose, and (2) the estimated maximum amount of bonds and notes to be issued for each such purpose, and (3) the period of usefulness of each such purpose, according to its reasonable life, computed from the date of said bonds:

SCHEDULE OF IMPROVEMENTS, PURPOSES AND AMOUNTS

A. Improvement of Hill Street, including curb, sidewalk, ADA-ramp and drainage improvements and tree removal, where necessary. It is hereby determined and stated that said road being improved is of "Class B" or equivalent construction as

defined in Section 22 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law").

Appropriation and Estimated Cost	$375,000
Bonds and Notes Authorized	$375,000
Period of Usefulness	10 years

B. Improvement of Larch Avenue (from Munn Avenue to West Fort Lee Road), including curb, sidewalk, ADA-ramp and drainage improvements and tree removal, where necessary. It is hereby determined and stated that said road being improved is of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law.

Appropriation and Estimated Cost	$280,000
Bonds and Notes Authorized	$280,000
Period of Usefulness	10 years

Aggregate Appropriation and Estimated Cost	$655,000
Aggregate Amount of Bonds and Notes Authorized	$655,000

Section 5. The cost of such purposes, as hereinbefore stated, includes the aggregate amount of $120,000 which is estimated to be necessary to finance the cost of such purposes, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 6. To finance said purposes, bonds of said Borough of an aggregate principal amount not exceeding $655,000 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 7. To finance said purposes, bond anticipation notes of said Borough of an aggregate principal amount not exceeding $655,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 8. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Borough and attested by the Borough Clerk or Deputy Borough Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who

is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 9. It is hereby determined and declared that the average period of usefulness of said purposes, according to their reasonable lives, taking into consideration the respective amounts of bonds or notes authorized for said purposes, is a period of 10 years computed from the date of said bonds.

Section 10. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Borough Clerk of said Borough, and that such statement so filed shows that the gross debt of said Borough, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by $655,000 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. Any funds received from private parties, the County of Bergen, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purposes, shall be applied to the payment of the cost of such purposes, or, if bond anticipation notes have been issued, to the payment of the bond anticipation notes, and the amount of bonds authorized for such purposes shall be reduced accordingly.

Section 12. The Borough intends to issue the bonds or notes to finance the cost of the improvements described in Sections 1 and 4 of this bond ordinance. If the Borough incurs such costs prior to the issuance of the bonds or notes, the Borough hereby states its reasonable expectation to reimburse itself for such

expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this bond ordinance.

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

Section 14. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

Section 15. This ordinance shall take effect twenty days after the first publication thereof after final passage.

CERTIFICATION

✓

ATTEST: _____

Borough Clerk

APPROVED: _____

Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance Introduction adopted by the Borough of Bogota at a meeting held on 06-19-2025.

BOROUGH OF BOGOTA

ORDINANCE NO. 1639 **DATE: 06-19-2025**

INTRODUCTION

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

AN ORDINANCE AMENDING CHAPTER 12 OF THE BOGOTA CODE, ENTITLED "SIGNS"

WHEREAS, Chapter 12 of the Bogota Code sets forth the license and application requirements for erecting billboards and banners in the Borough; and,

WHEREAS, the rules and regulations pertaining to signs are located in different sections of the Borough Code; and,

WHEREAS, the Mayor and Council wish to rename Chapter 12 from "Signs" to "Billboards and Banners", so that the subject of this Chapter is properly referenced; and,

WHEREAS, the Mayor and Council further wish to remove references to the word "signs" from this Chapter, as the word is being used interchangeably with "banners".

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 12 of the Bogota Code is hereby amended, revised and supplemented as follows:

SECTION 1: AMENDMENT TO TITLE.

"Chapter 12. "Signs", is hereby renamed "Chapter 12. Billboards and Banners".

SECTION 2: AMENDMENT TO SECTION 12-1, ENTITLED "LICENSE TO ERECT SIGN".

Section 12-1, entitled "License to Erect Sign" is hereby renamed "License to Erect Billboards and Banners".

SECTION 3: AMENDMENT TO SECTION 12-1.1, ENTITLED "LICENSE REQUIRED".

Section 12-1.1 is hereby amended, revised and supplemented as follows:

> No person shall ~~post bills or~~ erect, maintain or use billboards~~, signs~~ or banners in or upon the streets of the borough, except as hereinafter permitted.
>
> No person shall ~~post any bills or~~ erect, maintain or use any billboard or banner in front of or upon any premises, unless the consent of the owner of such premises is first obtained and a license is granted by the borough council.

SECTION 4: AMENDMENT TO SECTION 12-1.4, ENTITLED "REMOVAL OF UNSAFE SIGNS".

Section 12-1.4, entitled "Removal of Unsafe Signs" is hereby renamed "Removal of Unsafe Billboards".

SECTION 5: AMENDMENT TO SECTION 12-1.5, ENTITLED "SIGNS EXTENDING ON STREETS OR SIDEWALKS".

Section 12-1.5, entitled "Signs Extending on Streets or Sidewalks" is hereby renamed "Banners Extending on Streets or Sidewalks", and is hereby amended, revised and supplemented as follows:

> No *banner* shall be hung or permitted to hang over the sidewalk on any public street except with the consent of the Borough council, which shall be revocable at any time.

SECTION 6: AMENDMENT TO SECTION 12-1.6, ENTITLED "LICENSE TAX".

Section 12-1.6, entitled "License Tax" is hereby renamed "License Fees", and is hereby amended, revised and supplemented as follows:

> There shall be charged to each person engaged in or conducting the business of ~~bill posting, signboard painting or~~ erecting billboards an annual license *fee* of ~~tax for revenue, of one hundred~~*two hundred fifty* (~~$100~~*250*.00) dollars. This license *fee*~~tax~~ shall be

paid to the borough clerk before such business is engaged in or conducted by each person liable thereto, and the license shall expire on December 31 following the issuance of the license.

There shall be paid to the borough clerk with the application to erect a billboard ~~or sign as to each billboard or sign now erected,~~ a fee of *fifty*~~five~~ ($5*0*.00) dollars to cover the expense of inspection ~~and to raise revenue~~.

SECTION 7: AMENDMENT TO SECTION 12-2, ENTITLED "EXCEPTIONS".

Section 12-2, entitled "Exceptions" is hereby amended, revised and supplemented as follows:

This chapter shall not apply to signs *that are regulated under the provisions set forth in Section 21A-13 of the Bogota Zoning Code.*~~advertising the property upon which the same are erected for sale or rent when such signs do not exceed ten (10) square feet in area.~~

No advertising banner shall be hung over any street or public place except for a period of not exceeding thirty (30) days and after the issuance of a license therefore by the borough clerk upon payment of a fee of five ($5.00) dollars, which license shall only be issued with the consent of the borough council. ~~Licenses may be issued to bill posters by the borough clerk upon payment of the license fee.~~

SECTION 8: 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 9: 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 10: EFFECTIVE DATE

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

CERTIFICATION

✓

ATTEST: _____
Borough Clerk

APPROVED: _____
Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance Introduction adopted by the Borough of Bogota at a meeting held on 06-19-2025.

RESOLUTION # 2025-143

DATE: 6-19-2025

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

Approve Professional Service Proposal – Neglia Engineering - Elm Avenue Roadway Improvements

WHEREAS, Neglia Group has submitted an engineering services proposal for Scope, Fees, and Concept Plan Development dated June 11, 2025 to the Borough of Bogota for the Elm Avenue Roadway 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 $35,409.00 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 $35,409.00 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 June 11, 2025 for the Elm Avenue Roadway Improvement Project with a maximum cost not to exceed $35,409.00 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 # 2025-143

DATE: 6-19-2025

CERTIFICATION OF AVAILABLE FUNDS

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

Line Item	Description	Amount
04-2150-55-1619-009	Streets/Roads	NTE $35,409.00

Gregory Bock, CFO — Date: 6/17/25

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

NEGLIA

EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: June 11, 2025

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

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

RE: Proposal for Engineering and Construction Management Services
Elm Avenue (West Ft. Lee Road to E. Main Street, E. Main Street to South, W.Grove to municipal border with Teaneck) and portion of Linden Avenue (W. Grove to municipal border with Teaneck)
Borough of Bogota, Bergen County, New Jersey

Neglia has prepared this proposal to provide Engineering, and Construction Management Services for the above referenced paving project. The project limits on Elm Avenue are from West Ft. Lee Road to E.Main Street, from E. Main Street to South, and from West Grove to the municipal Border with Teaneck along with a portion of Linden Avenue from West Grove to the municipal border with Teaneck . The proposed improvements include but are not limited to milling, and paving the roadway with ADA ramps (where required), striping, and ancillary roadway work.

We understand the Borough will use capital funding to pave these roadway sections. Our engineer's estimate illustrates a project budget of approximately $265,000.00 as prepared by our office in June 2025 for this roadway improvement project.

Description of Services - See attached Scope of Services.
Requested By: Borough of Bogota
Date of Request: June 2025

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

1. On a lump sum basis for a cost of **Sixteen Thousand Nine Hundred Dollars ($16,900.00)** representing Professional Services for the surveying, permitting, contract document preparation, and bidding services.
2. On a Time Spent Basis in accordance with our attached schedule of fees for a cost not to exceed of **Fifteen Thousand Nine Hundred Dollars ($15,900.00)** for construction management services.
3. On a Material Basis in accordance with our attached schedule of fees for an estimated cost not to exceed **Seven Hundred Fifty Dollars ($750.00)** for estimated reimbursable expenses

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

I. BACKGROUND

Neglia has prepared this proposal to provide Engineering, and Construction Management Services for the above referenced paving project. The project limits on Elm Avenue are from West Ft. Lee Road to E.Main Street, from E. Main Street to South, and from West Grove to the municipal Border with Teaneck along with a portion of Linden Avenue from West Grove to the municipal border with Teaneck . The proposed improvements include but are not limited to milling, and paving the roadway with ADA ramps (where required), striping, and ancillary roadway work.

We understand the Borough will use capital funding to pave these roadway sections. Our engineer's estimate illustrates a project budget of approximately $265,000.00 as prepared by our office in June 2025 for this roadway improvement project.

II. SCOPE OF SERVICES AND BUDGET

PHASE I – ENGINEERING DESIGN AND BIDDING PHASE

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

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

PHASE II – CONSTRUCTION MANAGEMENT PHASE

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

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

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

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

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

III. DELIVERABLES

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

IV. ANTICIPATED TIME FRAME

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

V. PAYMENTS AND COST OF SERVICES

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

VI. CONDITIONS AND EXCLUSIONS

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

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expenses shall be paid to the prevailing party by the other party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.

2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.

3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.

4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.

5. Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.

6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agreed upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.

7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.

8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.

9. This proposal is good for sixty (60) days from the submission date.

10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

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

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

Very truly yours,
Neglia Engineering Associates

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

Attachments: Year 2025 Municipal Rates

Accepted this _____ day of _____ 2025

By:_____

Title:_____

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NEGLIA

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NEGLIA GROUP
2025 MUNICIPAL
HOURLY BILLING RATES

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

Notes:

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

LYNDHURST

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

MOUNTAINSIDE

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

RESOLUTION # 2025-144

DATE: 6-19-2025

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

LIQUOR LICENSE RENEWALS 2025-2026

WHEREAS, the following have made application for Plenary Retail Consumption Liquor Licenses, which are in proper form and accompanied by license fee of $2,232.00 each:

0204-33-001-003 Andy's Corner Inc., 257 Queen Anne Rd.
0204-33-004-007 101 Pub / The Cubby Hole Thump LLC, 101 Queen Anne Rd.
0204-33-011-006 Tohil Mexican Bistro LLC
0204-33-007-008 Mato LLC., t/a Cozy Tavern, 131-135 Queen Anne Rd.

WHEREAS, the following have made application for Plenary Retail Distribution liquor licenses, which are in proper form and accompanied by license fee of $1,156.00 each:

0204-44-003-010 Sejal Grocery, t/a Welsh Farms, 55 Queen Anne Rd. **(GIRNAR)**
0204-44-008-005 Lushka Group, 358 Palisade Ave
0204-44-010-005 Megha Liquors and Grocery LLC., 8 E. Fort Lee Rd.
0204-44-012-006 Shri Inc., t/a Riverview Liquors, 55 River Rd.
0204-44-002-007 Alta Clase/Agave Main Street

WHEREAS, the following has made an application for club liquor license, which is in proper form and accompanied by a license fee of $188.00:

0204-31-014-001 Ralph H Hall Post #5561, VFW, 241 West Shore Ave.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota that licenses be issued to the above-named applicants as of July 1st, 2025 as said licenses expire June 30th, 2026 and the Borough Clerk is authorized to sign and deliver such licenses.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the New Jersey Director of Alcoholic Beverage Control.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-145

DATE: 6-19-2025

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

Resolution Approving Luxmi Corporation - One-Year Renewal of Distribution License #44 2025-2026

WHEREAS, Luxmi Corporation holds Distribution License #44 (License No. 0204-44-009-008) which has been inactive for over ten (10) years; and

WHEREAS, pursuant to N.J.S.A. 33:1-12.39(a) as amended by P.L.2023, c.290, a Class C license that has not been actively used in connection with the operation of a licensed premises within two consecutive license terms shall expire; and

WHEREAS, N.J.S.A. 33:1-12.39(a) provides that "the governing body of a municipality may in its discretion extend the period during which the license may remain inactive for an additional year"; and

WHEREAS, the Municipal Clerk recommends exercising this municipal discretion to grant a one-year extension to allow the licensee to comply with the statutory requirements;

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

1. EXTENSION GRANTED: Pursuant to N.J.S.A. 33:1-12.39(a), Distribution License #44 is granted a one-year extension from 06/30/2025 to 06/30/2026 to remain inactive.

2. STATUTORY COMPLIANCE REQUIRED: During this extension period, the licensee must comply with N.J.S.A. 33:1-12.39(c) by taking one of the following actions:

- **Active Use:** Actively use the license in connection with the operation of a licensed premises
- **Private Sale:** Transfer the license in a private transaction for fair market value to another person who intends to actively use the license
- **Municipal Transfer:** Transfer the license from a sending municipality to a receiving municipality (if applicable)

3. NO FURTHER EXTENSIONS: This is the only extension that will be granted under N.J.S.A. 33:1-12.39(a). After this one-year period expires, the license will expire if not in compliance with statutory requirements.

4. NOTICE REQUIRED: The Municipal Clerk shall send written notice of this resolution and the statutory requirements under N.J.S.A. 33:1-12.39 to:

- Luxmi Corporation
- Chhabra Shivam at 9 Terry Ave, Edison, NJ

6. EFFECTIVE DATE: This resolution takes effect immediately.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-146

DATE: 6-19-2025

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

Authorize GovDeals Surplus Sale Auction

WHEREAS, the Borough of Bogota utilizes the site GovDeals for the sale of items it no longer has a need for or have no more value to the Borough; and,

WHEREAS, the Borough desires to sell the following items on GovDeals for sale for individual minimum bids aggregate, as they no longer have any value to the Borough in accord with the Certification attached hereto and incorporated herein by reference:

1. 2000 Ford Expedition Vin#1FMRU1663YLB72882 – Minimum Bid $500.00
2. 1980 GMC Sierra 3500 Vin#1GDJC34M8DV507050 – Minimum Bid $500.00
3. 1988 MACK Utility Vin#VG6BA01A7JB001726 – Minimum Bid $500.00
4. 1992 EONE Cyclone Pumper 1500/500 Vin#46JPBAA89L1003081 – Minimum Bid $3,5000
5. 1991 EONE Fire Truck Pumper 1500/500 Vin#46JBBAA80M1003952 – Minimum Bid $7,500

WHEREAS, the governing body may reject all bids pursuant to N.J.S.A. 40A:11-36; and,

WHEREAS, the Borough Administrator has reviewed this matter and the items referenced above and agrees that the items no longer have any value to the Borough; and,

WHEREAS, the Borough Attorney has reviewed this matter and approves that the items referenced above be submitted to GovDeals to be listed for sale.

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 following items be listed on GovDeals for sale for individual minimum bids aggregate, as they no longer needed for a public use, as defined in N.J.S.A. 40A:11-36, and in accordance with the certification attached hereto and incorporated herein by reference:

1. 2000 Ford Expedition Vin#1FMRU1663YLB72882 – Minimum Bid $500.00
2. 1980 GMC Sierra 3500 Vin#1GDJC34M8DV507050 – Minimum Bid $500.00
3. 1988 MACK Utility Vin#VG6BA01A7JB001726 – Minimum Bid $500.00
4. 1992 EONE Cyclone Pumper 1500/500 Vin#46JPBAA89L1003081 – Minimum Bid $3,5000
5. 1991 EONE Fire Truck Pumper 1500/500 Vin#46JBBAA80M1003952 – Minimum Bid $7,500

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to effectuate all action necessary to list the within referenced items for sale on GovDeals upon the passage of this resolution.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-147

DATE: 6-19-2025

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

APPROVE VEOLIA PROPOSAL - INSTALL NEW WATER MAIN - W MAIN STREET – RECREATION CENTER PROJECT

WHEREAS, in order to provide efficient water service to the property located at 162 W. Main Street, Bogota, NJ, 07603, the new Bogota Community Rec Center, Veolia Water New Jersey Inc. (Veolia) has required the installation of a new water main system; and

WHEREAS, Veolia has submitted a proposal for professional and installation services of approximately 702 LF of 8" pipe, (1) 2" domestic service, and (1) 4" fire line, (1) new public fire hydrant, (1) public hydrant transfer to the new main and interconnect with 6' and 16' mains on River Road, dated June 5, 2025; and

WHEREAS, the costs associated with Veolia'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 $405,296.59; and

WHEREAS, the Borough Administrator and CFO have reviewed the Veolia proposal submitted June 5, 2025, 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 $405, 296.59 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 Veolia proposal for professional and installation services dated June 5, 2025 for the installation of a new water main system, a maximum cost not to exceed $405,296.59 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 Veolia Water New Jersey Inc. upon its passage

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-147

DATE: 6-19-2025

CERTIFICATION OF AVAILABLE FUNDS

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

Line Item	Description	Amount
04-2150-55-1627-001	D&C / Community Center NTE	$405,296.59

Gregory Bock, CFO — Date: 6/17/25

6/5/2025

Meritxell Torres Serrano
New Business Department
Veolia Water New Jersey, Inc.
69 DeVoe Place
Hackensack, NJ 07601
Phone:845 653 6692
Email Meritxell.torres@veolia.com

Conall O'Malley
Bogota NJ Borough Administrator
375 Larch Avenue
Bogota, New Jersey 07603

RE: **Revised Proposal for** NBR #18475 – 162 W Main St, Bogota (Bogota Recreation Center) Installing approximately 702± LF of 8" Pipe, (1) 2" domestic service, (1) 4" fire line,(1) new pubic fire hydrant, (1) public hydrant transfer to the new main and interconnect with 6" and 16" mains on River Rd.

Dear Mr O'Malley,

A field survey was conducted recently and has determined that approximately 702 feet of 8 inch pipe will be required in order to supply this development with water.

Listed below in this Proposal are two options for your required extension. Please reply with your option selected so that an agreement can be prepared. Payment will be due upon signing of the agreement.

OPTION NO. 1:

Veolia will furnish and install the water main, hydrants, if required, and the requested services up to the edge of proposed easement, estimated cost **$405,296.59**.

This cost option includes:

- Material, labor, inspection, police and traffic control, chlorination and placing the main in service.

- Installation of (1) 2-inch domestic service line and (1) 4-inch fire line
- Relocation of existing Public Fire Hydrant
- Installation of (1) new Public Fire Hydrant
- Interconnect with 6" and 16" mains on River Rd
- Field lok gaskets and Polywrap of the entire water main
- Base paving limited to the extend of the road opening

Option No 1 excludes contaminated soil disposal, rock excavation, concrete subbase restoration or any final restoration.

Below is a breakdown of the total project with traffic control costs separated out, as requested at the April 16th, 2025 site meeting. Should the borough elect to provide traffic control and take responsibility for the pavement restoration, these items will be deducted from the total cost.

Option 1	
Main installation (excluding traffic control)	$364,976.59
Traffic Control	$40,320.00
Total	**$405,296.59**

OPTION NO. 2:

If you elect to install the water main, required taps, hydrants, etc., if required, and requested services up to the edge of easement or public roadway in addition to performing the excavating and backfilling of the trench, estimated cost to Veolia is **$145,867.53**. Veolia will supply the material, an inspector, chlorination and disinfection, and miscellaneous items to place the water main in service. If your project requires a wet tap on our existing water main, Veolia will provide the tapping machine and two workers to make the actual tap, but you will be responsible for installing the tapping saddle and valve and ensuring that they are tight and free of leaks.

Veolia North America
461 From Road, Suite 400
Paramus, NJ 07652

www.veolianorthamerica.com

If you select this option, it is required that you provide my office with your contractor's name, references, and an estimated cost of your contractor's proposed charges. The contractor's proposed charges shall be broken down in the following cost categories, installation of main, hydrants, valves, services per size, and taps per size. I will verify that the contractor is acceptable to complete this water main extension and that the cost of this main extension is less than option 1. You must select the option with the lowest cost.

If Option 2 is the lowest price and the proposed contractor is approved by Veolia to complete the work, in compliance with recent legislation, labor documentation and certified payroll in accordance with N.J.A.C. 12:60-2.1 and 6.1 shall be provided to Veolia Engineering Department on a weekly, monthly basis and when the water main extension is completed. No refunds will be issued until the documentation is provided.

After the water main extension is complete, you will need to provide this office with the actual charges from your contractor. If the actual cost is higher than the estimated cost, you will need to provide documentation for that difference. This office will determine if that difference is acceptable and eligible for refunds.

The deposit for Option 1 and Option 2 are refundable under the following conditions:

1. The applicant will submit the following details about the project: address of services, size of services, and service type.

2. When any permanent structure abutting this main extension has a service connection made to it and the structure is occupied by a responsible owner or tenant, who is under contract with the Company for the use of its service, the Company will provide a refund in accordance with N.J.A.C. 14:3-8. If the actual cost of installing the main is less than the estimated cost, the Company will adjust the deposit by refunding the difference between the actual and estimated cost.

3. The total amount of all refunds shall not exceed the deposit.

The amount of the deposit is subject to change, based upon conditions existing at the time the Agreement for the main extension is entered into.

The terms of the Agreement covering this proposed main extension will be ten (10) years, after which no further refunds will be made.

No interest will be paid on the deposit or refunds.

Before the main extension is installed, it will be necessary to have the streets cut through, properly graded and the curbs constructed.

The above costs contained in this proposal will remain in effect for a period of six (6) months from the date of this letter.

Please allocate approximately two (2) weeks to receive the agreements and six (6) to eight (8) weeks to schedule installation after we receive the signed agreements, payment and approval from the City.

Please sign the bottom of this letter indicating that you have read this proposal and are in agreement with the terms, and return it to us so we can prepare your Agreement.

The amounts listed in this proposal letter are good for 6 months from the date of this letter. After 6 months please contact Veolia to confirm these prices are still current.

Sincerely,

Meritxell Torres

Veolia North America
461 From Road, Suite 400
Paramus, NJ 07652

www.veolianorthamerica.com

I _____have the authority to sign for _____(Entity).

I _____ have read this agreement and will abide by the terms set forth.

Additionally, I have received a copy of NJAC 14:3.8 with this proposal.

ACCEPTED:

_____ _____

Secretary President or Authorized member

(SEAL)

Dated: _____

I have selected Option ___ for the water main installation.

note: (If the Applicant is a corporation, this agreement should be signed by the President or Vice President and attested by the Secretary or Assistant Secretary.)

Veolia North America
461 From Road, Suite 400
Paramus, NJ 07652

www.veolianorthamerica.com

RESOLUTION # 2025-148

DATE: 6-19-2025

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

PURCHASE OF GYNMASIUM EQUIPMENT – BOGOTA COMMUNITY REC CENTER PROJECT

WHEREAS the Borough of Bogota desires to purchase gymnasium equipment to outfit the new gymnasium as part of the Bogota Community Rec Center Project; and

WHEREAS, Nickerson Corp. NY LLC (Nickerson) has submitted (3) proposals in the aggregate amount of $151,290.94 for (1) Athletic Equipment and Supplies ($53, 729.30), (1) Wall Padding ($37,689.64), and (1) Telescoping Bleachers ($59,872.00), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Nickerson is a state approved contractor with State Contract No. ESCNJ 20/21-59; and

WHEREAS the Mayor and Council is desirous of approving said purchase in accordance with the terms of the State Contract; and

WHEREAS, the Borough Administrator and CFO have reviewed this matter and recommend the purchase of the gymnasium equipment for the Bogota Community Rec Center; and

WHEREAS the Chief Financial Officer has submitted his certification as to the availability of funds, which is attached hereto and incorporated herein by reference indicating that funds are available for the above contemplated expenditures.

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 purchase of gymnasium equipment covered in three (3) attached proposals from Nickerson in the aggregate amount of $151,290.94, be and is hereby approved in accordance with the terms of the applicable State Contract No. ESCNJ 20/21-59 and

BE IT FURTHER RESOLVED that the Borough Administrator and any other necessary officers and employees of the Borough are hereby authorized and directed to take such further actions and sign such documents as are necessary to effectuate the within purchase including but not limited to issuance of an appropriate Purchase Order.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025

_____

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-148

DATE: 6-19-2025

CERTIFICATION OF AVAILABLE FUNDS

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

Line Item	Description	Amount
04-2150-55-1627-001	Rec Community Center	NTE $ 151,290.94

Gregory Bock, CFO — Date: 6/17/25

NICKERSON

FURNITURE – EQUIPMENT – DESIGN – SERVICE

NICKERSON NY, LLC
11 Moffit Boulevard
Bay Shore, NY 11706
Office: (631) 666-0200
Fax: (631) 666-2667
www.NickersonCorp.com



General Information

Account:	Anser Advisory	**Quote#:**	
Ship to:	Borough Of Bogota – Recreation Center	**Contract#:**	**ESCNJ 21/22-10**
Contact:	John Calabrese	**Created Date:**	2-27-25
Phone:	908.343.6751	**Nickerson Rep:**	Fred Testa
Mobile:	908.343.6751	**Created by:**	Jason O'Connor
Email:	john.calabrese@anseradvisory.com	**Expiration Date:**	**5-8-25**

Contract Pricing

Contract: **ESCNJ 21/22-10 - Athletic Equipment & Supplies**

Project Timeline

Leadtime:	approximately 90-150 days based on seasonality after receipt of order and all necessary approvals	**Delivery By:**	Q1-2026

Proposed Scope of Work

WALL PADDING:

Furnish and install the following wall pads, as manufactured by Sports Venue Padding (Artistic Coverings)-Full Perimeter Pads up to bleachers on bleacher wall:

- (93) Wall Pad 2' x 6' x 2", - No Lips
- (13) Custom: Custom Size L & C Pads, - No Lips

DELIVERED AND INSTALLED: 37,689.64

Project Exclusions & Notes

General Exclusions:

- Dumpster (by GC)
- Overtime caused by other trades
- Union Labor
- On or off-site storage
- 2nd shift, 3rd shift & weekend installations
- Door Pads-Trim at Wainscot Edging
- Items/Quantities not specifically listed above
- Reinforcing of walls for wall mounted equipment
- Taxes/Bonds/Allowances/Permits/Governmental Fees & inspections
- Removal/Relocation/Disposal of any existing equipment unless otherwise noted
- Repair/refinish of existing floors, walls, ceiling or equipment unless otherwise noted
- Hoisting of materials
- Multiple Phases
- OCP Insurance Policies
- Double Handling
- Non-standard colors / custom finishes

NICKERSON

FURNITURE – EQUIPMENT – DESIGN – SERVICE

NICKERSON NY, LLC
11 Moffit Boulevard
Bay Shore, NY 11706
Office: (631) 666-0200
Fax: (631) 666-2667
www.NickersonCorp.com



Acceptance of Proposal with Terms & Conditions

Acceptance of Proposal

Upon acceptance of this agreement, please send a purchase order via e-mail, fax or mail for processing. Pricing is valid until the expiration date indicated above and may need to be re-quoted if the quote has expired. Pricing is based on work being completed first shift Monday-Friday 7AM-3PM. All materials used are manufactured with 100% standard construction, finish and warranty.

Please issue all purchase orders to Nickerson NY, LLC | 11 Moffitt Blvd. | Bay Shore, NY 11706. For processing, please submit all purchase orders to ftesta@nickersoncorp.com or by fax: (732) 264-3332.

Thank you for the opportunity to quote this project.

Fred Testa M. 973-650-9666 | E. FTesta@nickersoncorp.com
515 Union Avenue, Union Beach, NJ 07735

NICKERSON

FURNITURE – EQUIPMENT – DESIGN – SERVICE

NICKERSON NY, LLC
11 Moffit Boulevard
Bay Shore, NY 11706
Office: (631) 666-0200
Fax: (631) 666-2667
www.NickersonCorp.com

General Information

Account:	Anser Advisory	**Quote#:**	
Ship to:	Borough Of Bogota – Recreation Center	**Contract#:**	**ESCNJ 21/22-10**
Contact:	John Calabrese	**Created Date:**	2-27-25
Phone:	908.343.6751	**Nickerson Rep:**	Fred Testa
Mobile:	908.343.6751	**Created by:**	Jason O'Connor
Email:	john.calabrese@anseradvisory.com	**Expiration Date:**	5-8-25

Contract Pricing

Contract: **ESCNJ 21/22-10 - Athletic Equipment & Supplies**

Project Timeline

Leadtime:	approximately 90-150 days based on seasonality after receipt of order and all necessary approvals	**Delivery By:**	Q2-2026

Proposed Scope of Work

ATHLETIC EQUIPMENT:

Furnish and install the following athletic equipment, as manufactured by Draper:

- (2) TF-20 - Front Braced, Forward Fold Basketball Backstop
- (2) Electric Winch - Oil Bath - No Key Switch - 3/4 HP 115 Volt, Single Phase
- (2) 72" x 42" Rectangular Glass Backboard - for Direct Goal Attachment
- (2) Bolt On Edge Padding
- (2) Aut-O-Loc Safety Strap - 36 ft. Belt (for up to approx. 40 ft. attachment height)
- (2) 8 ft. - 10 ft. Steel Height Adjuster - Electric - For Control System - Rectangular
- (1) Fold Up Divider Curtain - 52' (w) x 22'6" (h) - Up to 10' Vinyl - Direct Attachment
- (2) Breakaway Goal with Nylon Net
- (1) EZ-Pad Relay Box
- (1) EZ-Pad Touch Pad/Controller
- (1) Elite Volleyball System w/ Posts, Net, Antenna and BM *(Tailgate Delivered Only)*
- (2) Volleyball Upright Pad - 1 Pad for 1 Post - Specify Color *(Tailgate Delivered Only)*
- (2) 3-1/2 Inch Floor Sleeve
- (2) Locking Brass Cover

DELIVERED AND INSTALLED: $53,729.30

Project Exclusions & Notes

Athletic Notes:

NICKERSON

FURNITURE – EQUIPMENT – DESIGN – SERVICE

NICKERSON NY, LLC
11 Moffit Boulevard
Bay Shore, NY 11706
Office: (631) 666-0200
Fax: (631) 666-2667
www.NickersonCorp.com



1. Pricing assumes there are no HVAC, electrical or plumbing obstructions which may require additional material or labor and direct attachment to existing structure with consistent joist height.
2. Pricing assumes structure to be exposed with no finished ceiling at time of installation.

Athletic Exclusions:

- Final hookup & installation of electrical switches & electrical devices
- Installation of floor sleeves and cover plates
- All electrical work, control cables, wiring, control conduit, outlets & plugs

General Exclusions:

- Dumpster (by GC)
- Overtime caused by other trades
- Union Labor
- On or off-site storage
- 2nd shift, 3rd shift & weekend installations
- Area Preparation
- Items/Quantities not specifically listed above
- Reinforcing of walls for wall mounted equipment
- Taxes/Bonds/Allowances/Permits/Governmental Fees & inspections
- Removal/Relocation/Disposal of any existing equipment unless otherwise noted
- Repair/refinish of existing floors, walls, ceiling or equipment unless otherwise noted
- Hoisting of materials
- Multiple Phases
- OCP Insurance Policies
- Double Handling
- Non-standard colors / custom finishes

Acceptance of Proposal with Terms & Conditions

Acceptance of Proposal

Upon acceptance of this agreement, please send a purchase order via e-mail, fax or mail for processing. Pricing is valid until the expiration date indicated above and may need to be re-quoted if the quote has expired. Pricing is based on work being completed first shift Monday-Friday 7AM-3PM. All materials used are manufactured with 100% standard construction, finish and warranty.

Please issue all purchase orders to Nickerson NY, LLC | 11 Moffitt Blvd. | Bay Shore, NY 11706. For processing, please submit all purchase orders to ftesta@nickersoncorp.com or by fax: (732) 264-3332.

Thank you for the opportunity to quote this project.

Fred Testa M. 973-650-9666 | E. FTesta@nickersoncorp.com
515 Union Avenue, Union Beach, NJ 07735

NICKERSON

FURNITURE – EQUIPMENT – DESIGN – SERVICE

NICKERSON NY, LLC
11 Moffit Boulevard
Bay Shore, NY 11706
Office: (631) 666-0200
Fax: (631) 666-2667
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NICKERSON

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Fax: (631) 666-2667
www.NickersonCorp.com



General Information

Account:	Anser Advisory	**Quote#:**	35539
Ship to:	Borough of Bogota	**Contract#:**	**ESCNJ 20/21-59**
Contact:	John Calabrese	**Created Date:**	2-27-25
Phone:	908.343.6751	**Nickerson Rep:**	Fred Testa
Mobile:	908.343.6751	**Created by:**	Jason O'Connor
Email:	john.calabrese@anseradvisory.com	**Expiration Date:**	**4-26-25**

Contract Pricing

Contract: **ESCNJ 20/21-59 - Purchase & Installation of Interior Bleacher Systems**

Project Timeline

Leadtime:	approximately 90-150 days based on seasonality after receipt of order and all necessary approvals	**Delivery By:**	Q1-2026

Proposed Scope of Work

TELESCOPING BLEACHERS:

Furnish and install Hussey MAXAM 26 wall attached seating system with Courtside plastic seats, integral power operation, (158) net seats, (1) bank @ 4-tiers x 68'-0", 9-5/8" row rise, 24" row spacing, aisle rails, self-storing end rails, foot level aisles, intermediate aisle steps, non-slip treads, front step, and Flex-Rows to accommodate ADA requirements.

Included are the following:

- Sure-step hinged front step
- Auto-rotating aisle rails
- Color matched rails

TOTAL DELIVERED AND INSTALLED: $59,872.00

Project Exclusions & Notes

Bleacher Exclusions:

- Final electrical connections & hookups *(Note: Required power supply is 120/208 volt, 3 phase, plus neutral and ground service with 20 amps.)*
- Engineers stamp *(additional charge if required)*

NICKERSON

FURNITURE – EQUIPMENT – DESIGN – SERVICE

NICKERSON NY, LLC
11 Moffit Boulevard
Bay Shore, NY 11706
Office: (631) 666-0200
Fax: (631) 666-2667
www.NickersonCorp.com



General Exclusions:

- Dumpster (by GC)
- Overtime caused by other trades
- Union Labor
- On or off-site storage
- 2nd shift, 3rd shift & weekend installations
- Area Preparation
- Items/Quantities not specifically listed above
- Reinforcing of walls for wall mounted equipment
- Taxes/Bonds/Allowances/Permits/Governmental Fees & inspections
- Removal/Relocation/Disposal of any existing equipment unless otherwise noted
- Repair/refinish of existing floors, walls, ceiling or equipment unless otherwise noted
- Hoisting of materials
- Multiple Phases
- OCP Insurance Policies
- Double Handling
- Non-standard colors / custom finishes

Acceptance of Proposal with Terms & Conditions

•

Acceptance of Proposal

Upon acceptance of this agreement, please send a purchase order via e-mail, fax or mail for processing. Pricing is valid until the expiration date indicated above and may need to be re-quoted if the quote has expired. Pricing is based on work being completed first shift Monday-Friday 7AM-3PM. All materials used are manufactured with 100% standard construction, finish and warranty.

Please issue all purchase orders to Nickerson NY, LLC | 11 Moffitt Blvd. | Bay Shore, NY 11706. For processing, please submit all purchase orders to ftesta@nickersoncorp.com or by fax: (732) 264-3332.

Thank you for the opportunity to quote this project.

Fred Testa M. 973-650-9666 | E. FTesta@nickersoncorp.com
515 Union Avenue, Union Beach, NJ 07735

RESOLUTION # 2025-149

DATE: 6-19-2025

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

RESOLUTION OF THE COUNCIL OF THE BOROUGH OF BOGOTA ENDORSING THE HOUSING ELEMENT AND FAIR SHARE PLAN ADOPTED BY THE BOGOTA PLANNING/ZONING BOARD

WHEREAS, on March 20, 2024, Governor Murphy signed P.L. 2024, c.2 into law, which amended the 1985 New Jersey Fair Housing Act; and

WHEREAS, for ease in reference, this resolution shall refer to the Fair Housing Act as amended as "FHA II"; and

WHEREAS, FHA II established a procedure by which municipalities can secure approval of a Housing Element and Fair Share Plan (HEFSP") and secure immunity while developing and seeking approval of a Plan; and

WHEREAS, that procedure contemplated that municipalities would adopt a resolution by January 31, 2025 committing to a fair share number and filing a declaratory relief action within 48 hours from adoption of the resolution and then filing a HEFSP by June 30, 2025 with the Affordable Housing Dispute Resolution Program (the "Program") within 48 hours of adoption of the Plan; and

WHEREAS, in accordance with this statutory procedure, the Borough adopted a binding resolution concerning its fair share and filed a declaratory relief action within 48 hours from adoption of the resolution; and

WHEREAS, pursuant to a procedure established by FHA II, the Borough and the New Jersey Builder's Association entered into mediation, which culminated in a mediation agreement setting the Borough's Round 4 prospective need at 85; and

WHEREAS, the Borough asked its affordable housing planning consultant, Paul Grygiel, PP/ AICP of Phillips Preiss to prepare a HEFSP to address the Borough's affordable housing obligations under FHA II; and

WHEREAS, Paul Grygiel, PP/ AICP prepared a Housing Element and Fair Share Plan and the Bogota Borough Planning/Zoning Board adopted the Plan, attached hereto as Exhibit A, on June 17, 2025; and

WHEREAS, in accordance with the procedure established by FHA II, the Borough's Affordable Housing Counsel filed the duly adopted HEFSP with the Program created by FHA II within 48 hours from adoption; and

RESOLUTION # 2025-149

DATE: 6-19-2025

WHEREAS, the Borough Council now wishes to endorse the Housing Element and Fair Share Plan adopted by the Bogota Planning/Zoning Board and seek approval of the HEFSP by the Program and Court.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Bogota, County of Bergen, State of New Jersey, as follows:

1. The Borough Council hereby endorses the HEFSP previously adopted by the Bogota Planning/Zoning Board and attached hereto.

2. The Borough Council hereby directs the Borough's Affordable Housing Counsel to (a) file this resolution with the Program, along with any additional documents the professionals deem necessary or desirable; and (b) seek a Compliance Certification from the Program or Vicinage area judge as may be appropriate formally approving the Plan.

3. The Borough reserves the right to further amend the HEFSP attached hereto, should that be necessary.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-150

DATE: 6-19-2025

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

BOROUGH OF BOGOTA

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION'S LOCAL TRANSPORTATION PROJECTS FUND FY2025 GRANT PROGRAM LTPF-2025-West Main Street, Queen Anne Road,-00097

WHEREAS, the Borough of Bogota desires to improve transit access, walkability, safety, and livability through the West Main Street, Queen Anne Road, and West Shore Avenue Improvements project by obtaining a grant from the New Jersey Department of Transportation (NJDOT) through the 2025 Local Transportation Projects Fund Grant; and

WHEREAS, the New Jersey Department of Transportation Local Transportation Project is a program of the NJDOT which provides funds to governmental entities so they may substantially improve the safety and usability of local transportation infrastructure; and,

WHEREAS, the Borough of Bogota has worked diligently to implement projects that improve the accessibility, safety, use and maintenance of the area's roadways and public transportation; and,

NOW THEREFORE BE IT RESOLVED that the Mayor and Borough Council of the Borough of Bogota, State of New Jersey, formally authorize submission of the electronic grant application identified as **LTPF-2025-West Main Street, Queen Anne Road,-00097** to the New Jersey Department of Transportation for funding under the Local Transportation Projects Fund Program on behalf of the Borough of Bogota. Certified as a true copy of the Resolution adopted by the Council on this 19 day of June, 2025.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-151

DATE: 6-19-2025

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

RESOLUTION AUTHORIZING APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE ELMWOOD AVENUE AND LINWOOD AVENUE IMPROVEMENTS PROJECT

"MA-2026-ELMWOOD AVENUE AND LINWOOD AVENUE IM-00402"

WHEREAS, the Borough's Engineer has recommended that the Borough Council of Bogota apply to the New Jersey Department of Transportation for funds that are available under the New Jersey Transportation Trust Fund Authority Act, Fiscal Year 2026 Municipal Aid Grant Program to complete the Elmwood Avenue and Linwood Avenue Improvements Project; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as *"MA-2026-Elmwood Avenue and Linwood Avenue Im-00402"* to the New Jersey Department of Transportation on behalf of the Borough of Bogota.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Bogota and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

CERTIFIED as a true copy of the Resolution adopted by Council of the Borough of Bogota on this

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-152

DATE: 6-19-2025

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

BOROUGH OF BOGOTA

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION'S LOCAL TRANSPORTATION PROJECTS FUND FY2025 GRANT PROGRAM

LTPF-2025-Elm Avenue Improvements-00114

WHEREAS, the Borough of Bogota desires to improve transit access, walkability, safety, and livability through the Elm Avenue Improvements project by obtaining a grant from the New Jersey Department of Transportation (NJDOT) through the 2025 Local Transportation Projects Fund Grant; and

WHEREAS, the New Jersey Department of Transportation Local Transportation Project is a program of the NJDOT which provides funds to governmental entities so they may substantially improve the safety and usability of local transportation infrastructure; and,

WHEREAS, the Borough of Bogota has worked diligently to implement projects that improve the accessibility, safety, use and maintenance of the area's roadways and public transportation; and,

NOW THEREFORE BE IT RESOLVED that the Mayor and Borough Council of the Borough of Bogota, State of New Jersey, formally authorize submission of the electronic grant application identified as **LTPF-2025-Elm Avenue Improvements-00114** to the New Jersey Department of Transportation for funding under the Local Transportation Projects Fund Program on behalf of the Borough of Bogota. Certified as a true copy of the Resolution adopted by the Council on this 19 day of June, 2025.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-153

DATE: 6-19-2025

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

Approve Change Order No. 1
Benard Associates – Bogota Community Rec Center Project

WHEREAS, the Borough of Bogota previously entered into an Agreement with Benard Associates for the project entitled "Bogota Community Rec Center"; and

WHEREAS, Bilow Garett Group Architects (Bilow Garett) are in receipt of Change Order No. 1 in the amount of $2,935.50 amending the contract amount to $4,900,935.50, a copy of which is attached hereto and incorporated herein by reference, for the work performed on this project; and

WHEREAS, Bilow Garrett have reviewed Change Order No. 1 and find all the work to be satisfactorily complete; and

WHEREAS, the Borough Administrator and CFO have reviewed Change Order No. 1 in the amount of $2,935.50 from Benard Associates and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that Change Order No. 1 in the amount of $2,935.50 amending the contract amount to $4,900,935.50 from Benard Associates for the project entitled "Bogota Community Rec Center" a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to notify Bilow Garett Change Order No. 1 in the amount of $2,935.50 has been approved by the Governing Body.

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to take all steps necessary to effectuate Change Order No. 1 in the amount of $2, 935.50 amending the contract amount for this project to $4,900,935.50.

RESOLUTION # 2025-153

DATE: 6-19-2025

CERTIFICATION OF AVAILABLE FUNDS

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

Line Item	Description	Amount
04-2150-55-1627-001	Rec / Community Center NTE	$ 2,935.50

Gregory Bock, CFO — Date: 6/17/25

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Borough of Bogota New Recreation Center 162 West Main Street Bogota, New Jersey 07603	Contract For: New Recreation Center Construction Date: 05-22-2025	Change Order Number: 001 Date: 5-22-2025
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Borough of Bogota 375 Larch Avenue Bogota, New Jersey 07603	Bilow Garrett Group Architects and Planners, P.C. Ridgefield Park, New Jersey 07660	Benard Associates 321 Hamburg Tpke # 3 Wayne, New Jersey 07470

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Subsurface Investigation to Identify and Locate Storm Sewer Per Change Order Request #1.

The original Contract Sum was	$	4,898,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	4,898,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,935.50
The new Contract Sum including this Change Order will be	$	4,900,935.50

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bilow Garrett Group Architects and Planners, P.C.	Benard Associates	Borough of Bogota
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
DAVID J. BILOW PARTNER	Scott Thomas Pm	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
05/28/2025	05/30/25	
DATE	DATE	DATE

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User Notes: (3B9ADA46)

Resolution#
2025-153

BENARD ASSOCIATES

General Contractors
Construction Managers
Developers

May 1, 2025

Bilow Architect Group
Architects & Planners
161 Main Street
Ridgefield Park, NJ 07660

RE: Bogota Recreation Center
Change Order Request #1
Ground Penetrating Radar

Per your request, Trinity Subsurface, ½ day rate to identify and locate the storm sewer at the rear of the property and to locate the force main and its end point.

Trinity – ½ Day		$1,930.00
	5%	96.50
Benard assist traffic control and pipe		$2026.50
Investigation: 2 men ½ day:		$ 800.00
	10%	80.00
		$2906.50
	1%	29.00
		$2935.50

Benard and Trinity assume the force main is metal so it can be located. If for any reason it isn't, then locating it will be difficult. If police are required for traffic control at intersection, additional costs will be required.

As you are aware, approval of the change order in a timely manner is needed to ensure that all work is completed prior to the beginning of the school year.

Sincerely,
Scott Thomas
Scott Thomas
Project Manager

Enclosure
ST:rl

321 Hamburg Turnpike, Wayne, New Jersey 07470 • Phone: (973) 942-4500 • Fax: (973) 942-4558

RESOLUTION # 2025-154

DATE:6 -19-2025

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

Approve Change Order No. 2
Benard Associates – Bogota Community Rec Center Project

WHEREAS, the Borough of Bogota previously entered into an Agreement with Benard Associates for the project entitled "Bogota Community Rec Center"; and

WHEREAS, the Borough previously approved Change Order No.1 in the amount of $2,935.50, increasing the contract amount to $4,900,35.50; and

WHEREAS, Bilow Garett Group Architects (Bilow Garett) are in receipt of Change Order No. 2 in the amount of $7,055.15 amending the contract amount to $4,907,990.65, a copy of which is attached hereto and incorporated herein by reference, for the work performed on this project; and

WHEREAS, Bilow Garrett have reviewed Change Order No. 2 and find all the work to be satisfactorily complete; and

WHEREAS, the Borough Administrator and CFO have reviewed Change Order No. 2 in the amount of $7,055.15 from Benard Associates and recommend the approval of same.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that Change Order No. 2 in the amount of $7,055.15 amending the contract amount to $4,907,990.65 from Benard Associates for the project entitled "Bogota Community Rec Center" a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to notify Bilow Garett Change Order No. 2. in the amount of $7,055.15 has been approved by the Governing Body.

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to take all steps necessary to effectuate Change Order No. 2 in the amount of $7,055.15 amending the contract amount for this project to $4,907,990.65.

Certification of Available Funds

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

Line Item	Description	Amount
04-2150 55-1627-001	Rec / Community Center NTE	$7,055.15

Gregory Bock, CFO — Date: 6/17/25

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on -19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

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Change Order

PROJECT: *(Name and address)* Borough of Bogota New Recreation Center 162 West Main Street Bogota, New Jersey 07603	**CONTRACT INFORMATION:** Contract For: New Receation Center Construction Date: 05-22-2025	**CHANGE ORDER INFORMATION:** Change Order Number: 003 Date: 6-16-2025
OWNER: *(Name and address)* Borough of Bogota 375 Larch Avenue Bogota, New Jersey 07603	**ARCHITECT:** *(Name and address)* Bilow Garrett Group Architects and Planners, P.C. Ridgefield Park, New Jersey 07660	**CONTRACTOR:** *(Name and address)* Benard Associates 321 Hamburg Tpke # 3 Wayne, New Jersey 07470

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Relocate Fence & Demo Sign Per Change Order Request #3.

The original Contract Sum was	$	4,898,000.00
The net change by previously authorized Change Orders	$	2,935.50
The Contract Sum prior to this Change Order was	$	4,900,935.50
The Contract Sum will be increased by this Change Order in the amount of	$	7,055.15
The new Contract Sum including this Change Order will be	$	4,907,990.65

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bilow Garrett Group Architects and Planners, P.C.	Benard Associates	Borough of Bogota
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
DAVID N. BILOW ARCHITECT **PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
6/16/2025 **DATE**	**DATE**	**DATE**

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User Notes: (3B9ADA4B)

Resolution# 2025-154

BENARD ASSOCIATES

General Contractors
Construction Managers
Developers

May 14, 2025

Bilow Architect Group
Architects & Planners
161 Main Street
Ridgefield Park, NJ 07660

RE: Bogota Recreation Center
Change Order Request #3
~~Ground Penetrating Radar~~
Relocate Fence & Demo Sign

Matt

Below is the cost to relocate the site fence per RFI #5 and the meeting with the police and town building inspector. The cost includes layout, traffic control, patching, removal of signage, removal of retaining wall planter, installing DGA in its removal, and relocating the fence to allow pedestrians to walk down West Main Street to the park.

Federal Rent A Fence		$1219.79
5% mark up		$ 60.99
		$1280.78
Benard		
Super	8 hours @ $150.00	$1200.00
Foremen	14 hours @ $127.67	$1787.38
Operator	8 hours @ $116.00	$928.00
Labor	8 hours @ 87.70	$ 701.60
½ charge for dumpster		$400.00
Black top patch 4 bags		$88.95
Traffic Cones		$30.00
Misc hand tools		$50.00
		$5185.93
10%mark up		$518.59
		$5704.52
		$1280.78
		$6985.30
1% Bond		$ 69.85
Total		$7055.15

321 Hamburg Turnpike, Wayne, New Jersey 07470 • Phone: (973) 942-4500 • Fax: (973) 942-4558

Please note that there was no charge to have electrician disconnect the power from the sign as well as dismantle the sign and help load into DPW truck for storage. Benard Associates labeled all wire connections, took pics, removed the mounting poles and handed to DPW for future install.

Sincerely,

Scott Thomas

Scott Thomas
Project Manager

Enclosure
ST:rl

Federal Rent-A-Fence

P.O. Box 266
West Berlin, NJ 08091
Email: accounting@federalrentafence.com
Phone: 800-260-8301

Invoice No.	Invoice Date
190531	5/14/25

To:

BENARD ASSOCIATES
321 HAMBURG TURNPIKE
WAYNE, NJ 07470

Ship To:

BOGOTA REC CENTER
162 WEST MAIN STREET
BOGOTA, NJ

Purchase Order Number	Date Delivered	Account Number	Rental Period
VERBAL	5/13/25	70342	R&R
Customer ID	**Terms**	**Payment Due**	**Ordered By**
BENARD ASSOCIATES	Net 30 Days	**6/13/25**	SCOTT

Item	Footage	Description	Unit Price	Amount
RR	270	6' CL FENCE R&R @		
6X24 R&R	2	6X24 GATES R&R @		
CD	200	CORE DRILL @		
SERVICE CALL	1	SERVICE CALL	$1,100.00	$1,100.00
FUEL SURCHARGE	1	FUEL SURCHARGE @	$44.00	$44.00
BALANCE				
		BAL: 640' 6' CL, 2-6X24, 4-WHEELS		

Subtotal	$1,144.00
Sales Tax	75.79
Total Invoice Amount	**1,219.79**
LESS: Payment/Credit Applied	0.00
TOTAL AMOUNT DUE	**$1,219.79**

ACH PAYMENT INSTRUCTIONS

Bank Name:	BankUnited
Routing #:	2670-9059-4
Account #	9856374415
Beneficiary:	Federal Rent A Fence LLC
Memo/Ref:	Invoice #(s) Paid

After making the ACH transfer, email the remittance details to accounting@federalrentafence.com with "ACH Payment" in the subject line

528521

QUAN.	CLASS	DESCRIPTION	PRICE	AMOUNT

DATE	AUTHORIZATION		SUB TOTAL
REFERENCE NO.	REQ/DEPT.		TAX
FOLIO/CHECK NO.	SERVER	CLERK	TIPS / MISC.
SALES SLIP			TOTAL

CUSTOMER COPY

PURCHASER SIGN HERE

X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

IMPORTANT: RETAIN THIS COPY FOR YOUR RECORDS

NEGLIA EXPERIENCED DEDICATED RESPONSIVE

negliagroup.com

Via: Email

May 6, 2025

Rhonda Lubitsch-Scaparro
Benard Associates, Inc
321 Hamburg Turnpike
Wayne, NJ 07470

Re: Revised RFI #5 Site Fence Relocation and New Curb Work
Bogota Recreation Center
Borough of Bogota, Bergen County, New Jersey
NEA Project No.: BOGOMUN24.011

Dear Rhonda,

We are in receipt of the RFI #5 Site Fence Relocation and New Curb Work, delivered via email for the above-mentioned project. We have reviewed RFI and offer the following revised response:

See attached field notes and sketch per field meeting on May 5, 2025 and updated sheet C2.00. The contractor is responsible for securing the project site at all times to the satisfaction of the Borough in accordance with project specifications. The contractor shall coordinate the relocation of all temporary construction fencing as necessary with the Borough/Borough PD as per field meeting and note 17 on sheet C2.00.

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

Very truly yours,
Neglia Group

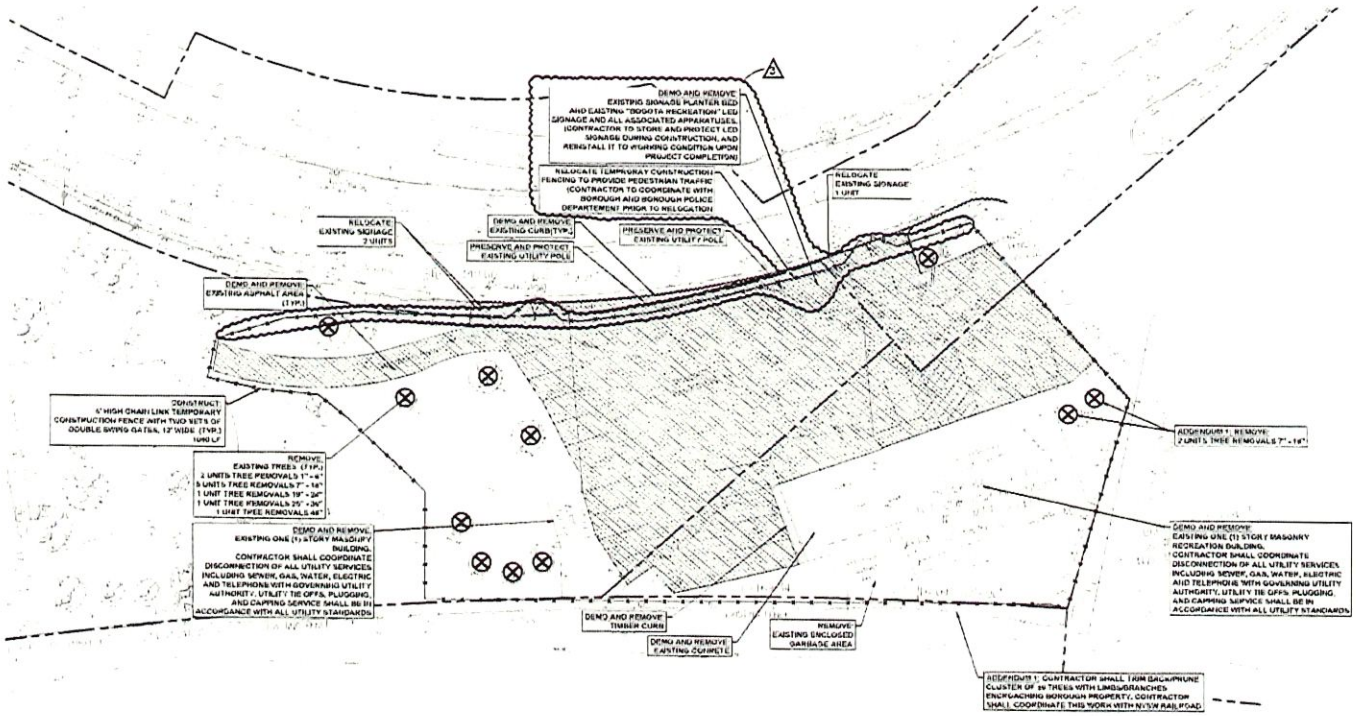
Anthony Kurus, P.E., P.P., C.M.E.
Principal

Very truly yours,
Neglia Group

Mateo Luzuriaga, P.E.
Project Manager

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



GENERAL NOTES

1. EXISTING CONDITIONS ARE AS PER THE PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY GLASER PARK RECREATION CENTER, BLOCK 1.01, LOT 1 & BLOCK 64.01, LOT 1, BOROUGH OF BOGOTA, BERGEN COUNTY, NEW JERSEY," PREPARED BY J. COSTA ENGINEERING CORPORATION, LAST REVISED MARCH 7, 2022
2. ELEVATIONS DATA SHOWN IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). TO CONVERT TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NVGD 1929), ADD 1.01 FEET TO THE ELEVATION SHOWN ON THIS PLAN (IN NAVD 88)
3. METHOD 2 HAS BEEN UTILIZED TO DETERMINE THE FLOOD HAZARD AREA. THE NEW JERSEY FLOOD HAZARD AREA DESIGN FLOOD ELEVATION IS 9' AS PER THE PLAN ENTITLED, "FEMA FLOOD INSURANCE RATE MAP, BERGEN COUNTY, NEW JERSEY, PANEL 193 OF 332, MAP NUMBER 34003C0193EM," DATED AUGUST 28, 2019 (ELEVATION 9, NAVD 88).
4. AS PER THE ABOVE REFERENCED FLOOD RATE MAP, THE FLOODWAY IS LOCATED AT THE BANK OF THE HACKENSACK RIVER AND OUTSIDE THE PROJECT LIMITS.
5. THE WIDTH OF THE RIPARIAN ZONE OF THE HACKENSACK RIVER IS 50 FEET. THE RIPARIAN ZONE IS LOCATED OUTSIDE OF THE PROJECT LIMITS.
6. ENTIRE LIMITS OF PROJECT IS LOCATED OUTSIDE WATERFRONT DEVELOPMENT AREA LIMITS.

DEMOLITION PLAN NOTES

1. BEFORE THE DEMOLITION WORK IS STARTED, CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY FEDERAL, STATE, AND COUNTY JURISDICTIONS FOR ALL PHASES AND OPERATIONS OF THE WORK.
2. BURNING DEBRIS IS PROHIBITED.
3. THE USE OF EXPLOSIVES IS PROHIBITED.
4. PROTECT UTILITIES DURING THE WORK OF THIS SECTION, UNLESS OTHERWISE NOTED ON THIS PLAN.
5. CONTRACTOR SHALL VERIFY THE LOCATION WITHIN AND SURROUNDING THE DEMOLITION LIMITS.
6. REMOVAL AND DISPOSAL OF CONCRETE AND BITUMINOUS SIDEWALK, WALLS, FENCES, DECKING, TREES, SHRUBS, HEDGES, BRUSH, STUMPS, ROOTS, DIRT, STONE, DEBRIS, SURPLUS MATERIALS, RUBBISH, AS SHOWN OR OTHERWISE DIRECTED. PAVERS SHALL BE CAREFULLY REMOVED AND STOCKPILED FOR REINSTALLATION.
7. REMOVE CURBS, DECKING, SLABS ON GRADE, AND FENCES AS SHOWN OR DIRECTED OTHERWISE.
8. REPAIR ANY AND ALL DAMAGED OR INJURY TO THE ADJOINING PROPERTIES CAUSED BY THE WORK AND LEAVE THE PROPERTIES IN AS GOOD CONDITION AS BEFORE WORK WAS STARTED. THE CONTRACTOR SHALL RELIEVE THE OWNER OF ALL RESPONSIBILITY FOR ANY CLAIMS DUE TO SUCH INJURY AND SHALL DEPEND ANY ACTION BROUGHT BY REASON THEREOF.
9. IF SO DIRECTED, THE CONTRACTOR SHALL THOROUGHLY WET THE WORK TO PREVENT DUST.
10. PROTECT TREES NOT DESIGNATED FOR REMOVAL AS SHOWN ON THE PLANS. SEE TREE PROTECTION DETAIL FOR IMPLEMENTATION OF PROTECTION MEASURES.
11. REMOVE DEMOLITION DEBRIS AND EXCESS FILL FROM THE PROJECT SITE AS SOON AS PRACTICABLE, EVERYDAY.
12. THE REMOVAL AND DISPOSAL OF MATERIALS AND DEBRIS ACCUMULATED BY CLEARING SITE IS REGULATED UNDER THE SOLID WASTE MANAGEMENT ACT (NJSA 13:1 E-1) AND IS GOVERNED BY NJAC 7:26 ET SEQ. THE CONTRACTOR SHALL DISPOSE OF THE MATERIAL AND DEBRIS ACCORDING TO THE SOLID WASTE MANAGEMENT PLAN DEVELOPED BY THE SOLID WASTE MANAGEMENT DISTRICT OF ORIGIN. PROPER DOCUMENTATION FROM THE DISPOSAL FACILITY SHALL BE SUBMITTED TO THE ENGINEER.
13. TRANSPORT DEMOLITION DEBRIS AND EXCESS FILL TO DESIGNATED DISPOSAL AREA AS SOON AS PRACTICABLE. GRADE DISPOSAL AREAS TO ADJACENT CONTOURS AND SLOPE TO DRAIN.
14. DO NOT STORE, SELL, OR BURN MATERIALS ON COUNTY PROPERTY.
15. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH COUNTY, STATE, AND FEDERAL REGULATIONS.
16. VARIOUS UTILITIES SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE FIELD MEASUREMENTS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING COMPLETE OR EXACT. THE CONTRACTOR MUST CONTACT ALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY WORK OR EXCAVATION TO REQUEST A FIELD MARK OUT OF EXISTING UTILITIES. THE CONTRACTOR MUST CALL 1-800-343-1000 BEFORE COMMENCEMENT OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL ON SITE UTILITIES PRIOR TO START OF DEMOLITION WORK.
17. CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE OWNER'S ENGINEER A PLAN DETAILING THE LOCATIONS OF THE TEMPORARY FENCING, GATES, BARRICADES AND OTHER ITEMS REQUIRED TO SECURE THE DEMOLITION WORK AREA AND TO PROTECT THE PUBLIC.

PERMITTING NOTES

1. THE PROPOSED RECREATION CENTER BUILDING HAS BEEN SET ONE FOOT ABOVE THE FLOOD HAZARD DESIGN ELEVATION AS SHOWN ON THE GRADING PLAN.
2. ALL STRUCTURES LOCATED IN THE FLOOD HAZARD AREA SHALL BE CONSTRUCTED TO RESIST IMPACTS FROM WATER AND DEBRIS DURING DESIGN FLOOD, RESIST UPLIFT, FLOTATION, COLLAPSE AND DISPLACEMENT DUE TO HYDROSTATIC AND HYDRODYNAMIC FORCES RESULTING FROM THE THE FLOOD HAZARD AREA DESIGN FLOOD, AND RESIST OVERTURNING AND SLIDING PRESSURES AS WELL AS PRESSURE FROM THE FREEZE/THAW CYCLE OF SOILS.
3. A FOYER WITH A FLOOR THAT IS NOT ONE FOOT ABOVE THE FLOOD HAZARD AREA IS NOT PERMITTED AND THEREFORE, NO SUCH FOYER IS PROPOSED.
4. NO BASEMENT IS PROPOSED.
5. THE BUILDING WILL CONSTRUCTED USING ON-GRADE SLAB WITH NO ENCLOSURE UNDERNEATH OR WITH NO ENCLOSURES WITH FLOOR NOT SITUATED ONE FOOT ABOVE THE FLOOD HAZARD AREA DESIGN FLOOD ELEVATION.

FLOOD HAZARD AREA NOTE

THE STATE OF NEW JERSEY HAS DETERMINED THAT ALL OR A PORTION OF THIS LOT LIES IN A FLOOD HAZARD AREA. CERTAIN ACTIVITIES IN FLOOD HAZARD AREAS ARE REGULATED BY THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SOME ACTIVITIES MAY BE PROHIBITED ON THIS SITE OR MAY FIRST REQUIRE A FLOOD HAZARD PERMIT. CONSULT WWW.NJ.GOV/DEP/LANDUSE OR CONTACT THE DIVISION OF LAND USE REGULATION AT (609) 777-0454 FOR MORE INFORMATION PRIOR TO CONSTRUCTION UNDITE.

CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN THE RAISED IMPRESSION SEAL OF THE PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED. © COPYRIGHT 2024 BY NEGLIA GROUP. ALL RIGHTS RESERVED.

CERTIFICATE OF AUTHORIZATION (N.J.S.A. 45:8B-1) 24GA27977400

NEGLIA GROUP
LYNDHURST
341 MAIN AVENUE, PO BOX 429
LYNDHURST
NEW JERSEY 07071
PHONE: 201.933.1686
FAX: 201.933.3248
MOUNTAINSIDE
255 CENTRAL AVENUE SUITE 103
MOUNTAINSIDE
NEW JERSEY 07092
PHONE: 908.301.1166
FAX: 732.343.3248
INFO@NEGLIAGROUP.COM
NEGLIAGROUP.COM

NO.	DATE	BY	DESCRIPTION
1	1/31/25	MPJ	ADDENDUM 1
2	2/28/25	MPJ	PLANNING BOARD SUBMISSION
3	4/4/25	MPJ	PLANNING BOARD SUBMISSION
4	4/25/25	MPJ	PLANNING BOARD SUBMISSION
5	5/27/25	MPJ	PLANNING BOARD SUBMISSION

A PRODUCT OF NEGLIA GROUP

BOGOTA RECREATION CENTER

BLOCK 64.01, LOT 1 & BLOCK 1.01, LOT 1
BOROUGH OF BOGOTA
COUNTY OF BERGEN
STATE OF NEW JERSEY

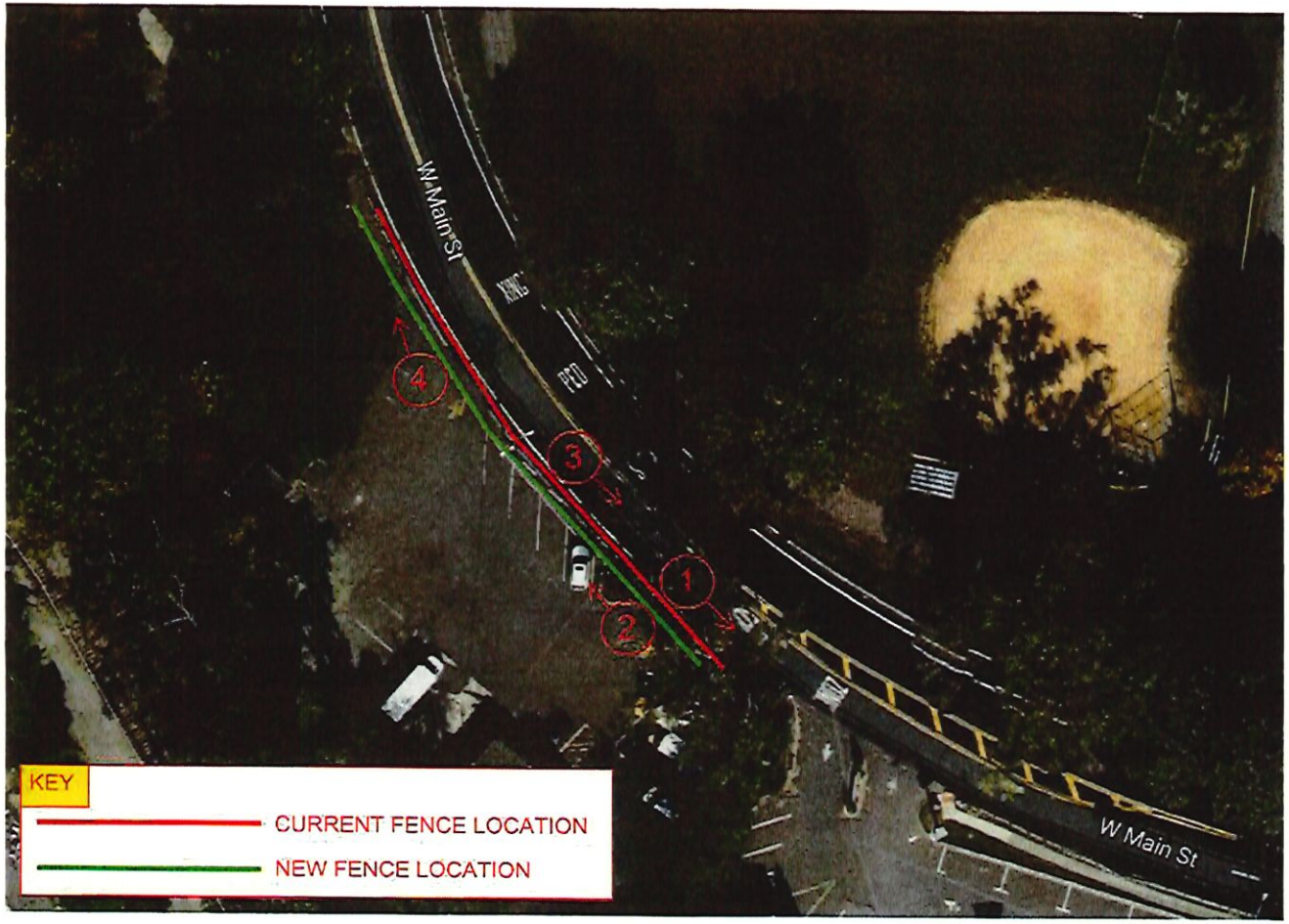
GREGORY J. POLYNIAK, PE, PP
PROFESSIONAL ENGINEER NJ LICENSE NO. 43720
PROFESSIONAL PLANNER NJ LICENSE NO. 5915

ANTHONY KURUS, PE, PP
PROFESSIONAL ENGINEER NJ LICENSE NO. 49845
PROFESSIONAL PLANNER NJ LICENSE NO. 6445

DEMOLITION PLAN

DRAWN BY: MPJ.	SCALE: 1" = 20'
DESIGNED BY: M.P.J.	CHECKED BY: A.K.
PROJECT NO. BOGOBRA24.001	C2.00
DATE: JANUARY 10, 2025	

Resolution# 2025-154











NOTES

PER DISCUSSION IN THE FIELD, THE FENCE LINE WILL BE PUSHED BACK IN TO THE HIGHLIGHTED GREEN LINE TO ACCOMODATE PEDESTRIAN TRAFFIC. THE FENCE LINE WILL FOLLOW FROM PHOTO 1 THROUGH THE SIGN ISLAND IN PHOTO 2 AND TRACING THE FRONT WHITE LINE FROM THE PARKING SPACES DOWN TO THE EXISTING WALKWAY IN PHOTO 4 WITH JERSEY BARRIERS @ THE SHOULDER LINE OF THE STREET

THE SIGN ISLAND IS GOING TO BE DEMO'D TO ACCOMODATE THIS AND THE SIGNS WILL BE STORED FOR FUTURE USE. EXISTING HOLES IN ASPHALT FROM FENCING IS TO FILLED IN ONCE MOVED TO NEW LOCATION.

FENCE RELOCATION MEETING
5/5/25

Resolution# 2025-154

RESOLUTION # 2025-155

DATE: 6-19-2025

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

Approve Hire - DPW Seasonal Help
Brendan Mescall

WHEREAS, the Department of Public Works of the Borough of Bogota is in need of a Seasonal Help; and

WHEREAS, the Mayor and Council of the Borough seek to hire Brendan Mescall to the position of Seasonal Help effective June 23, 2025 an hourly rate of $20.00; and

WHEREAS, the Borough Administrator and Superintendent of the Department of Public Works have reviewed this matter and recommend that Brendan Mescall be hired to the position of Seasonal Help for the Department of Public Works effective June 23, 2025 at an hourly rate of $20.00.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey, that Brendan Mescall be and is hereby hired to the position of Seasonal Help for the Bogota Department of Public Works effective June 23, 2025 at an hourly rate of $20.00; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Brendan Mescall and the Department of Public Works upon its passage.

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-156

DATE: 6-19-2025

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

Approve First Environment Remediation Proposal

Investigative Derived Waste Disposal – DPW Garage

WHEREAS, First Environment has submitted a proposal for Professional Services and Delineation Services dated June 16, 2025 to the Borough of Bogota for site remediation and investigative derived wasted disposal at the Department of Public Works Garage (9 E. Fort Lee Road, Bogota, NJ) per NJDEP Case No. 95-01-09-1608-12; and

WHEREAS, the costs associated with First Environment's Professional services, 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 $5,500; and

WHEREAS, the Borough Administrator and CFO have reviewed the professional services proposal submitted by First Environment, 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 $5,500 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 proposal for Professional Services and Delineation Services dated June 16, 2025 to the Borough of Bogota for site remediation and investigative derived waste disposal at the Department of Public Works Garage (9 E. Fort Lee Road, Bogota, NJ) per NJDEP case No. 95-01-09-1608-12 with a maximum cost not to exceed $5,500 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 First Environment upon its passage.

RESOLUTION # 2025-156

DATE: 6-19-2025

Yenlys Flores-Bolivard, Municipal Clerk

CERTIFICATION OF AVAILABLE FUNDS

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

Line Item	Description	Amount
04-2150-55-1619-007	Public Buildings: Grounds NTE	$5,500.00

Gregory Bock, CFO — 6/17/25 (Date)

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 6-19-2025

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-157

DATE: 06-19-2025

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

BOGOTA- APPROVE PROFESSIONAL SERVICE PROPOSAL – NEGLIA ENGINEERING- OLSEN PARK IMPROVEMENT PROJECT

WHEREAS, Neglia Group has submitted an engineering services proposal for Scope, Fees, and Concept Plan Development dated May 8, 2025 to the Borough of Bogota for the Olsen Park 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 $229,300; 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 $229,300 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 May 8, 2025 for the Olsen Park Improvement Project with a maximum cost not to exceed $229,300 be and is hereby approved; and

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

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 06-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

RESOLUTION # 2025-157

DATE: 06-19-2025

CERTIFICATION OF AVAILABLE FUNDS

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

Line Item	Description	Amount
04-2150-55-1619-002	Public Buildings & Grounds NTE	$229,300.00

Gregory Bock, CFO — Date: 6/19/25

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 06-19-2025.

Yenlys Flores-Bolivard, Municipal Clerk

NEGLIA

EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: **Revised May 8, 2025**
March 28, 2025

TO: **Mayor and Council**
Borough of Bogota
375 Larch Avenue
Bogota, New Jersey 07603
Attn: Yenlys Flores-Bolivard, Borough Clerk

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

RE: **Proposal for Professional Engineering Design and Construction Management Services**
Olsen Park Combined Project - Tennis, Basketball, Pickelball Courts, Playground Improvements, EV-Charger, Lightening Detection System
Borough of Bogota, Bergen County, New Jersey

Neglia has prepared this proposal to provide Professional Engineering Design, Bidding, and Construction Management Services for the above referenced project for improvements to Olsen Park. Park improvements include new pickleball courts, reconstructed basketball court and tennis court, area lighting for the sports courts, redesign/reconfiguration of existing playground with new equipment, new mulch surfacing, and new edging, and associated site and drainage improvements. In addition, the project would include a design to install and energize a new EV-Charger (Dual Port) Station along with a new lightning detection system at Olsen Park.

We understand the total budget for the Borough to be approximately $1,300,000.00 for the project. We understand the Borough would utilize a combination of Bergen County Open Space Grants for Olsen Park in the amount of $210,000 (year 2017), $3,840 (year 2022), $125,027 (year 2023) and $130,000 (year 2024) along with Capitol Funding. Our total combined engineer's estimate is approximately $1,700,000.00, therefore we would look to reduce the scope and budget for the lighting improvements and bid a portion or portions of the work as bid alternates so the Borough could award up to the budgeted amount.

Requested By: **Borough of Bogota**
Date of Request: **March 2025 & May 2025**

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

1. On a lump sum basis for a cost of **One Hundred Twenty-Four Thousand Nine Hundred Dollars ($124,900.00)** for Phase 1 – Engineering Design and Bidding Phase.
2. On a time spent in accordance with our Schedule of Fees for a cost of **One Hundred Two Thousand Nine Hundred Dollars ($102,900.00)** for Phase 2 – Construction Management Services representing Construction Management Services.

3. On a Material Basis in accordance with our attached schedule of fees for a cost not to exceed of **One Thousand Five Hundred Dollars ($1,500.00)** for Estimated Reimbursable Expenses representing reimbursable expenses.

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

BACKGROUND

Neglia has prepared this proposal to provide Professional Engineering Design, Bidding, and Construction Management Services for the above referenced project for improvements to Olsen Park. Park improvements include new pickleball courts, reconstructed basketball court and tennis court, area lighting for the sports courts, redesign/reconfiguration of existing playground with new equipment, new mulch surfacing, and new edging, and associated site and drainage improvements. In addition, the project would include a design to install and energize a new EV-Charger (Dual Port) Station along with a new lightning detection system at Olsen Park.

We understand the total budget for the Borough to be approximately $1,300,000.00 for the project. We understand the Borough would utilize combination of Bergen County Open Space Grants for Olsen Park in the amount of $210,000 (year 2017), $3,840 (year 2022), $125,027 (year 2023) and $130,000 (year 2024) along with Capitol Funding. Our total combined engineer's estimate is approximately $1,700,000.00, therefore we would look to reduce the scope and budget for the lighting improvements and bid a portion or portions of the work as bid alternates so the Borough could award up to the budgeted amount

II. SCOPE OF SERVICES AND BUDGET

PHASE I –ENGINEERING DESIGN & BIDDING PHASE

A. <u>Engineering Design, Permitting, and Bidding Services</u>

Neglia will perform the following engineering design tasks as they relate to the Olsen Park Improvements Project:

A. Neglia will utilize the Survey previously prepared by our office as the base mapping for design of the tennis court, basketball court, and pickleball courts. We will conduct a field visit and field inspection to verify current conditions and will make any necessary updates to the Survey as required. In addition, we will perform the necessary field and office work required to establish locations for remainder of the proposed improvements. Right of way lines will be shown per tax map and GIS data and best available data. A formal Boundary Survey is not included.

B. Hold the necessary meetings and research as required to coordinate project with the Borough and Borough department of Recreation.

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. Said plans and specifications will include Electrical Engineering plans to address electrical power for the lightening detection system, EV Charging Station and any on-site lighting improvements as required

E. Project scope includes a limited Geotechnical Investigation Report including soil borings, stormwater test pits, explore the subsurface soil, and groundwater conditions, collect samples for permeability testing, provide recommendations and geotechnical parameters for construction such as grading, excavation and backfill, pavement sections, court sections, utility trenches, and subgrade preparation as required.

F. Project scope includes initial limited Environmental sampling/pre-screening/waste classification/soil classification for on-site soils where grading and construction activities are proposed.
G. Project scope includes the following pre-bid Civil regulatory permit submissions: NJDEP Land Use, Green Acres, Bergen County Soil Conservation District, Bergen County Division of Planning and Engineering. **Note: all application fees to be provided by the Borough and are not included in this scope of work.**
H. Prepare a final estimate of the construction cost.
I. Accept, review, tabulate and make recommendations to the Governing Body regarding the acceptance of bids and awarding of contract.

PHASE II – CONSTRUCTION MANAGEMENT PHASE

B. Construction Management Services

Neglia will provide part-time construction management services as they relate to the aforementioned park improvement project. The services will include the following:

1. Coordinate and attend a Pre-Construction meeting and prepare meeting minutes for distribution.
2. Review and distribute submittals for the appurtenant construction materials.
3. Issue a Notice to Proceed and perform a site walk through with the Contractor and appropriate officials.
4. Provide video and / or preconstruction photos within the contract limits.
5. Provide part-time construction observation, including site visits by a Principal from Neglia.
6. Maintain progress photos and inspection reports on a daily basis.
7. Attend progress meetings if required by the Borough.
8. Issue the appropriate correspondence to the Contractor which, if required, will consist of non-conformance matters, delays, traffic issues, resident complaints, etc.
9. Monitor and certify quantities for payment, which includes preparation of the appropriate Payment Certifications.
10. Negotiate Change Orders, if applicable, and prepare the necessary documents for such.
11. Perform a walk through with the appropriate officials upon substantial completion and prepare a punch list.
12. Perform a final inspection of the punch list and prepare the necessary close out documents.
13. 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 (unless stated above) and disposal and will solely rely on the Borough's Licensed Site Remediation Professional (LSRP) for such (if necessary).

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 start the described services immediately, upon receipt of a signed copy of this agreement and the General Conditions. We anticipate completing the engineering design and bidding services within 4 to 6 months of authorization. We will notify your office should the schedule need to be revised.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project.

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 unless otherwise included within the Scope of Services section of this proposal. 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.

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 sub-consultants 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 (NJDEP Land Use) will be provided by the Borough.

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 ("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 letter 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 (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.

2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.

3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.

4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.

5. Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.

6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agreed upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.

7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.

8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.

9. This proposal is good for sixty (60) days from the submission date.

10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

NEGLIA

negliagroup.com

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,
Group

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

Attachments: Year 2025 Municipal Rates

Accepted this 17th day of JUNE 2025

By: _____

Title: Borough Admin

\\Nea-file02\WDOX$\MUNI\BOGO\2025P\PROPOSAL\00535342.DOCX

NEGLIA

EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA GROUP
2025 MUNICIPAL
HOURLY BILLING RATES

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

Notes:

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

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				

DATE June 18, 25

MOTION Hordern

SECOND Vergara

Carried ☐ Defeated ☐ Tabled ☐

Meeting: 6-19-25
PC25-10 Payment of Claims

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:

Fund	Amount
Total fund 01 CURRENT FUND	3,068,381.13
Total fund 04 General Capital Fund	73,823.29
Total fund 14 Trust Fund - Celebration	41,015.00
Total fund 16 ACCUTRACK ACCOUNT	40.00
Total fund 19 COAH	1,134.80
GRAND TOTAL:	3,184,394.22

Bills List

BOROUGH OF BOGOTA

06/18/25 09:34:57 AM

PO #	Date	Vendor	Description	Amount	Paid Date
01-2010-20-1001-000		**Appropriation Control General Administration - S&W**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	5,208.33	06/10/25
Total for		**Appropriation Control General Administration -**		**5,208.33**	
Department Total:		**Appropriation Control General Administration -**		**5,208.33**	
01-2010-20-1101-000		**Appropriation Control Mayor & Council - S&W Salary &**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	1,541.65	06/10/25
Total for		**Appropriation Control Mayor & Council - S&W**		**1,541.65**	
Department Total:		**Appropriation Control Mayor & Council - S&W**		**1,541.65**	
01-2010-20-1201-000		**Appropriation Control Municipal Clerk - S&W Salary &**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	7,298.77	06/10/25
Total for		**Appropriation Control Municipal Clerk - S&W**		**7,298.77**	
Department Total:		**Appropriation Control Municipal Clerk - S&W**		**7,298.77**	
01-2010-20-1202-000		**Appropriation Control Municipal Clerk - O/E Other**			
250874	06/16/25	GANNETT MEDIA CORP	INV# 7118799; VARIOUS	275.84	06/17/25
250864	06/11/25	INSERRA SUPERMARKETS	SUPPLIES FOR POLLING	47.83	06/17/25
250862	06/11/25	JAMES MOORE	REIMBURSEMENT; BAGELS/COFFEE	149.99	06/17/25
250873	06/16/25	NJ ADVANCE MEDIA	INV# 3175647; VARIOUS	228.04	06/17/25
250863	06/11/25	SGJR ENTERPRISES LLC	PIZZA/SODAS FOR POLLING	90.00	06/17/25
Total for		**Appropriation Control Municipal Clerk - O/E**		**791.70**	
Department Total:		**Appropriation Control Municipal Clerk - O/E**		**791.70**	
01-2010-20-1301-000		**Appropriation Control Financial Administration - S&W**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	789.60	06/10/25
Total for		**Appropriation Control Financial Administration**		**789.60**	
Department Total:		**Appropriation Control Financial Administration**		**789.60**	
01-2010-20-1302-000		**Appropriation Control Financial Administration - O/E**			
250825	06/02/25	BATTAGLIA ASSOCIATES,	INV# BO-2025-05; MAY '25	12,022.50	06/17/25
Total for		**Appropriation Control Financial Administration**		**12,022.50**	
01-2010-20-1302-002		**Appropriation Control Financial Administration - O/E**			
250858	06/09/25	ACTION DATA SERVICES	DEMAND DEBIT - 06/09/2025	772.84	06/09/25
Total for		**Appropriation Control Financial Administration**		**772.84**	
Department Total:		**Appropriation Control Financial Administration**		**12,795.34**	
01-2010-20-1402-001		**Appropriation Control Data Processing - O/E**			
250852	06/09/25	GREAT AMERICAN	39329358; POSTAGE MACHINE	152.00	06/17/25
250851	06/09/25	TRI-STATE TECHNICAL	INV# 19212; POLICE & BORO	168.00	06/17/25
250855	06/09/25	TRI-STATE TECHNICAL	INV# 19087 & 19088; TECH	530.00	06/17/25
250850	06/09/25	WAVEDASH TECHNICAL	INV# 586; MEETING SETUP AND	585.00	06/17/25
Total for		**Appropriation Control Data Processing - O/E**		**1,435.00**	
Department Total:		**Appropriation Control Data Processing - O/E**		**1,435.00**	
01-2010-20-1451-000		**Appropriation Control Revenue Administration - S&W**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	466.82	06/10/25
Total for		**Appropriation Control Revenue Administration -**		**466.82**	
Department Total:		**Appropriation Control Revenue Administration -**		**466.82**	

Bills List

BOROUGH OF BOGOTA

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PO #	Date	Vendor	Description	Amount	Paid Date
01-2010-20-1452-000 Appropriation Control Revenue Administration - O/E Other					
250825	06/02/25	BATTAGLIA ASSOCIATES,	INV# BO-2025-05; MAY '25	7,770.00	06/17/25
Total for		**Appropriation Control Revenue Administration -**		**7,770.00**	
Department Total:		**Appropriation Control Revenue Administration -**		**7,770.00**	
01-2010-20-1501-000 Appropriation Control Tax Assessment - S&W Salary &					
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	746.14	06/10/25
Total for		**Appropriation Control Tax Assessment - S&W**		**746.14**	
Department Total:		**Appropriation Control Tax Assessment - S&W**		**746.14**	
01-2010-20-1552-002 Appropriation Control Legal Services - O/E Other Matters					
250856	06/10/25	LAW OFFICE OF ROTIMI	GRC DECISION; SETTLEMENT	2,000.00	06/17/25
Total for		**Appropriation Control Legal Services - O/E**		**2,000.00**	
Department Total:		**Appropriation Control Legal Services - O/E**		**2,000.00**	
01-2010-20-1652-000 Appropriation Control Engineering Services - O/E Other					
250840	06/05/25	NEGLIA ENGINEERING	PROF SRVCS RENDERED THRU	1,102.50	06/17/25
Total for		**Appropriation Control Engineering Services -**		**1,102.50**	
Department Total:		**Appropriation Control Engineering Services -**		**1,102.50**	
01-2010-21-1801-000 Appropriation Control Planning/Zoning Board - S&W					
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	171.25	06/10/25
Total for		**Appropriation Control Planning/Zoning Board -**		**171.25**	
Department Total:		**Appropriation Control Planning/Zoning Board -**		**171.25**	
01-2010-21-1802-001 Appropriation Control Planning/Zoning Board - O/E					
250788	05/22/25	SHAFRON LAW GROUP, LLC	1031; PLANNING BOARD	1,130.00	06/17/25
Total for		**Appropriation Control Planning/Zoning Board -**		**1,130.00**	
Department Total:		**Appropriation Control Planning/Zoning Board -**		**1,130.00**	
01-2010-22-1951-000 Appropriation Control Construction Code - S&W Salary &					
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	6,177.52	06/10/25
Total for		**Appropriation Control Construction Code - S&W**		**6,177.52**	
Department Total:		**Appropriation Control Construction Code - S&W**		**6,177.52**	
01-2010-22-1952-000 Appropriation Control Construction Code - O/E Other					
250888	06/17/25	JAYDA SERVICES, LLC	STATE INSPECTION FEES	848.00	06/17/25
Total for		**Appropriation Control Construction Code - O/E**		**848.00**	
Department Total:		**Appropriation Control Construction Code - O/E**		**848.00**	
01-2010-22-2001-000 Appropriation Control Property Maintenance - S&W Salary					
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	1,639.08	06/10/25
Total for		**Appropriation Control Property Maintenance -**		**1,639.08**	
Department Total:		**Appropriation Control Property Maintenance -**		**1,639.08**	
01-2010-22-2002-001 Appropriation Control Property Maintenance - O/E Mileage					
250865	06/11/25	NICHOLAS A. BARESE	2025 Q2 MILEAGE	400.00	06/17/25
Total for		**Appropriation Control Property Maintenance -**		**400.00**	
Department Total:		**Appropriation Control Property Maintenance -**		**400.00**	
01-2010-23-2202-003 Appropriation Control Group Insurance - O/E Dental					
250894	06/17/25	DELTA DENTAL PLAN OF	EMPLOYEE DENTAL COVERAGE	4,895.28	06/17/25

Bills List

BOROUGH OF BOGOTA

06/18/25 09:34:57 AM

PO #	Date	Vendor	Description	Amount	Paid Date
Total for		Appropriation Control Group Insurance - O/E		4,895.28	
01-2010-23-2202-094		**Appropriation Control Group Insurance - O/E Disability**			
250844	06/05/25	UNUM LIFE INSURANCE CQJUNE 2025 DISABILITY PAYMENT		1,425.69	06/05/25
Total for		Appropriation Control Group Insurance - O/E		1,425.69	
Department Total:		Appropriation Control Group Insurance - O/E		6,320.97	
01-2010-25-2401-000		**Appropriation Control Police - S&W Regular**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	86,155.02	06/10/25
Total for		Appropriation Control Police - S&W Regular		86,155.02	
01-2010-25-2401-002		**Appropriation Control Police - S&W Overtime**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	15,493.65	06/10/25
Total for		Appropriation Control Police - S&W Overtime		15,493.65	
Department Total:		Appropriation Control Police - S&W		101,648.67	
01-2010-25-2402-002		**Appropriation Control Police - O/E Equipment Maintenance**			
250561	04/15/25	POWERDMS, INC.	PPP SUB & PDMS TRAINING	8,531.72	06/17/25
Total for		Appropriation Control Police - O/E Equipment		8,531.72	
01-2010-25-2402-004		**Appropriation Control Police - O/E Computer / IT**			
250851	06/09/25	TRI-STATE TECHNICAL	INV# 19212; POLICE & BORO	204.00	06/17/25
Total for		Appropriation Control Police - O/E Computer /		204.00	
01-2010-25-2402-007		**Appropriation Control Police - O/E Vehicle Maintenance**			
250866	06/11/25	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE JUNE	7,569.59	06/11/25
Total for		Appropriation Control Police - O/E Vehicle		7,569.59	
01-2010-25-2402-008		**Appropriation Control Police - O/E Special Services**			
250809	05/28/25	BERGEN CNTY POLICE	RDF ONE-TIME ASSESSMENT FEE	2,500.00	06/17/25
250398	03/12/25	NJASRO	INV# BC251; SAFE SCHOOLS	475.00	06/17/25
Total for		Appropriation Control Police - O/E Special		2,975.00	
Department Total:		Appropriation Control Police - O/E		19,280.31	
01-2010-25-2421-000		**Appropriation Control Crossing Guards - S&W Salary &**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	3,950.70	06/10/25
Total for		Appropriation Control Crossing Guards - S&W		3,950.70	
Department Total:		Appropriation Control Crossing Guards - S&W		3,950.70	
01-2010-25-2501-000		**Appropriation Control Police Dispatching/911 - S&W**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	8,264.85	06/10/25
Total for		Appropriation Control Police Dispatching/911 -		8,264.85	
Department Total:		Appropriation Control Police Dispatching/911 -		8,264.85	
01-2010-25-2552-001		**Appropriation Control Fire - O/E Other Expenses**			
250869	06/11/25	BOGOTA ENGINE CO #3	AID TO VOLUNTEER FIRE	2,500.00	06/17/25
250871	06/11/25	BOGOTA ENGINE CO. #1	AID TO VOLUNTEER FIRE	2,500.00	06/17/25
250868	06/11/25	BOGOTA HOOK AND LADDER	AID TO VOLUNTEER FIRE	2,500.00	06/17/25
250870	06/11/25	BOGOTA HOSE CO. #2	AID TO VOLUNTEER FIRE	2,500.00	06/17/25
250837	06/04/25	IIA FIRE DEPARTMENT	INV# INDI98179; '25 LADDER	2,321.28	06/17/25
250876	06/16/25	SOMES UNIFORMS	INV# V194944; FD PATCHES &	765.00	06/17/25
250819	05/30/25	TUMINO'S TOWING	INV# S56208; TOW BILL	250.00	06/17/25
Total for		Appropriation Control Fire - O/E Other		13,336.28	

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01-2010-25-2552-004		**Appropriation Control Fire - O/E Enterprise**			
250866	06/11/25	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE JUNE	0.00	06/11/25
250866	06/11/25	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE JUNE	2,285.62	06/11/25
Total for		**Appropriation Control Fire - O/E Enterprise**		**2,285.62**	
Department Total:		**Appropriation Control Fire - O/E**		**15,621.90**	
01-2010-25-2651-000		**Appropriation Control Uniform Fire Safety - S&W Salary &**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	2,430.23	06/10/25
Total for		**Appropriation Control Uniform Fire Safety -**		**2,430.23**	
Department Total:		**Appropriation Control Uniform Fire Safety -**		**2,430.23**	
01-2010-25-2652-001		**Appropriation Control Uniform Fire Safety - O/E Other**			
250756	05/19/25	ENFORSYS, INC.	INV# 2650; ANNUAL SUB FIRE	2,015.00	06/17/25
250820	05/30/25	STAPLES ADVANTAGE	INV# 6032195752; LABEL	54.64	06/17/25
250872	06/16/25	THIS AND THAT HARDWARE	INV# 2506-029946; WALL	39.99	06/17/25
Total for		**Appropriation Control Uniform Fire Safety -**		**2,109.63**	
Department Total:		**Appropriation Control Uniform Fire Safety -**		**2,109.63**	
01-2010-26-2901-000		**Appropriation Control DPW - S&W Regular**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	29,793.95	06/10/25
Total for		**Appropriation Control DPW - S&W Regular**		**29,793.95**	
01-2010-26-2901-002		**Appropriation Control DPW - S&W Overtime**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	3,764.92	06/10/25
Total for		**Appropriation Control DPW - S&W Overtime**		**3,764.92**	
Department Total:		**Appropriation Control DPW - S&W**		**33,558.87**	
01-2010-26-2902-003		**Appropriation Control DPW - O/E Vehicle Repairs &**			
250823	06/02/25	UNITED MOTOR PARTS	INV# 2706027 & 2706263;	70.62	06/17/25
Total for		**Appropriation Control DPW - O/E Vehicle**		**70.62**	
01-2010-26-2902-008		**Appropriation Control DPW - O/E Tools & Equipment**			
250889	06/17/25	GOOSETOWN	INV# 174093; RADIO CONTRACT	69.98	06/17/25
Total for		**Appropriation Control DPW - O/E Tools &**		**69.98**	
Department Total:		**Appropriation Control DPW - O/E**		**140.60**	
01-2010-26-3001-000		**Appropriation Control Shade Tree - S&W Salary & Wages**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	165.41	06/10/25
Total for		**Appropriation Control Shade Tree - S&W Salary**		**165.41**	
Department Total:		**Appropriation Control Shade Tree - S&W**		**165.41**	
01-2010-26-3052-001		**Appropriation Control Solid Waste Collection - O/E**			
250047	01/16/25	SUBURBAN DISPOSAL INC	MAY 2025 GARBAGE COLLECTION	48,333.33	06/17/25
Total for		**Appropriation Control Solid Waste Collection -**		**48,333.33**	
Department Total:		**Appropriation Control Solid Waste Collection -**		**48,333.33**	
01-2010-26-3102-003		**Appropriation Control Buildings & Grounds - O/E Other**			
250885	06/16/25	ATZ WOODWORKING	THREE CLOSET RENOVATIONS	3,300.00	06/17/25
250793	05/23/25	BRAEN STONE	INV# 28970; F.A.B.C. MIX I-5	173.78	06/17/25
250848	06/09/25	COSTCO BUSINESS CENTER	CLEANING SUPPLIES	267.49	06/17/25
250792	05/23/25	THIS AND THAT HARDWARE	INV# 2505-027157; PAINT FOR	119.98	06/17/25

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Total for		Appropriation Control Buildings & Grounds -		3,861.25	
Department Total:		Appropriation Control Buildings & Grounds -		3,861.25	
01-2010-27-3302-002		Appropriation Control Board of Health - O/E Other			
250806	05/28/25	STAPLES ADVANTAGE	INV# 6031951111; 3 PART	61.50	06/17/25
Total for		Appropriation Control Board of Health - O/E		61.50	
Department Total:		Appropriation Control Board of Health - O/E		61.50	
01-2010-27-3402-001		Appropriation Control Animal Control Services - O/E			
250841	06/05/25	BERGEN COUNTY DEPT OF	ANIMAL CONTROL SERVICES	7,110.18	06/17/25
Total for		Appropriation Control Animal Control Services		7,110.18	
Department Total:		Appropriation Control Animal Control Services		7,110.18	
01-2010-27-3650-001		Appropriation Control Seniors - S&W Salaries & Wages			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	1,375.00	06/10/25
Total for		Appropriation Control Seniors - S&W Salaries &		1,375.00	
Department Total:		Appropriation Control Seniors - S&W		1,375.00	
01-2010-27-3651-002		Appropriation Control Seniors - O/E Miscellaneous			
250846	06/09/25	AGETINA GEGA, LLC	PIZZA FOR SENIOR MEETING	130.00	06/17/25
250833	06/02/25	INSERRA SUPERMARKETS	LUNCH FOR SR MEETING 6/3	88.67	06/17/25
250847	06/09/25	JAMES MOORE	REIMBURSEMENT; BAGELS FOR SR	60.06	06/17/25
Total for		Appropriation Control Seniors - O/E		278.73	
Department Total:		Appropriation Control Seniors - O/E		278.73	
01-2010-28-3701-000		Appropriation Control Recreation Services - S&W Regular			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	2,916.67	06/10/25
Total for		Appropriation Control Recreation Services -		2,916.67	
01-2010-28-3701-002		Appropriation Control Recreation Services - S&W			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	200.00	06/10/25
Total for		Appropriation Control Recreation Services -		200.00	
Department Total:		Appropriation Control Recreation Services -		3,116.67	
01-2010-28-3702-001		Appropriation Control Recreation Services - O/E Other			
250782	05/21/25	DAVID ZUIDEMA INC.	INV# 285100; ADA TOILET &	215.00	06/17/25
250886	06/16/25	TROPHY KING, INC	INV# 25911; ENGRAVING FOR	250.00	06/17/25
Total for		Appropriation Control Recreation Services -		465.00	
Department Total:		Appropriation Control Recreation Services -		465.00	
01-2010-28-3703-001		Appropriation Control Celebration of Public Events			
250842	06/05/25	BOUNCE PARTY MANIA	ENTERTAINMENT BOGOTA DAY	5,775.00	06/06/25
250867	06/11/25	BRODERICK'S FLOWERS &	MEMORIAL DAY WREATHS	559.90	06/17/25
Total for		Appropriation Control Celebration of Public		6,334.90	
Department Total:		Appropriation Control Celebration of Public		6,334.90	
01-2010-29-3901-000		Appropriation Control Free Public Library - 1/3 mil S&W			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	10,191.00	06/10/25
Total for		Appropriation Control Free Public Library -		10,191.00	
Department Total:		Appropriation Control Free Public Library -		10,191.00	
01-2010-29-3902-004		Appropriation Control Free Public Library - 1/3 mil			

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250895	06/17/25	BOGOTA FREE PUBLIC	3RD QTR 2025 LIBRARY	13,704.00	06/17/25
Total for		Appropriation Control Free Public Library -		13,704.00	
Department Total:		Appropriation Control Free Public Library -		13,704.00	

01-2010-31-4402-001 Appropriation Control Telephone SPECTROTEL #320604

250853	06/09/25	CABLEVISION LIGHTPATH,PHONE CHARGES; JUNE 2025		2,980.00	06/17/25
Total for		Appropriation Control Telephone SPECTROTEL		2,980.00	

01-2010-31-4402-012 Appropriation Control Telephone CABLEVISION - REC BLDG

250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	172.95	06/16/25
Total for		Appropriation Control Telephone CABLEVISION -		172.95	

01-2010-31-4402-014 Appropriation Control Telephone CABLE TV & ISP - FD CO#1

250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	561.38	06/16/25
Total for		Appropriation Control Telephone CABLE TV & ISP		561.38	

01-2010-31-4402-016 Appropriation Control Telephone 07870-061598-01-0

250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	477.90	06/16/25
Total for		Appropriation Control Telephone		477.90	

01-2010-31-4402-017 Appropriation Control Telephone CABLE TV & ISP - OEM

250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	259.88	06/16/25
Total for		Appropriation Control Telephone CABLE TV & ISP		259.88	

01-2010-31-4402-018 Appropriation Control Telephone CABLE TV & ISP - SQUAD

250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	99.40	06/16/25
Total for		Appropriation Control Telephone CABLE TV & ISP		99.40	

01-2010-31-4402-020 Appropriation Control Telephone CABLE TV & ISP - BORO

250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	222.95	06/16/25
250883	06/16/25	VERIZON	ACCOUNT# 350-668-739-0001-31	5.43	06/16/25
Total for		Appropriation Control Telephone CABLE TV & ISP		228.38	

01-2010-31-4402-021 Appropriation Control Telephone 07870-495094-01-4

250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	275.36	06/16/25
Total for		Appropriation Control Telephone		275.36	

01-2010-31-4402-022 Appropriation Control Telephone VERIZON - ELEVATOR LINE

250854	06/09/25	VERIZON	ACCOUNT# 250-717-861-0001-86	64.47	06/16/25
Total for		Appropriation Control Telephone VERIZON -		64.47	

01-2010-31-4402-028 Appropriation Control Telephone OPTIMUM - 31 FAIRVIEW

250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	0.00	06/16/25
250884	06/16/25	OPTIMUM	JUNE 2025 CABLE/ISP CHARGES	687.38	06/16/25
Total for		Appropriation Control Telephone OPTIMUM - 31		687.38	
Department Total:		Appropriation Control Telephone		5,807.10	

01-2010-31-4602-001 Appropriation Control Gasoline DPW

250891	06/17/25	VILLAGE OF RIDGEFIELD	MAY 2025 FUEL CHARGES	2,229.73	06/17/25
Total for		Appropriation Control Gasoline DPW		2,229.73	

01-2010-31-4602-002 Appropriation Control Gasoline Police

250891	06/17/25	VILLAGE OF RIDGEFIELD	MAY 2025 FUEL CHARGES	2,263.83	06/17/25
Total for		Appropriation Control Gasoline Police		2,263.83	

01-2010-31-4602-003 Appropriation Control Gasoline Recreation

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250891	06/17/25	VILLAGE OF RIDGEFIELD	MAY 2025 FUEL CHARGES	51.61	06/17/25
Total for		**Appropriation Control Gasoline Recreation**		**51.61**	
01-2010-31-4602-004		**Appropriation Control Gasoline Rescue**			
250891	06/17/25	VILLAGE OF RIDGEFIELD	MAY 2025 FUEL CHARGES	122.82	06/17/25
Total for		**Appropriation Control Gasoline Rescue**		**122.82**	
01-2010-31-4602-005		**Appropriation Control Gasoline Fire Department**			
250891	06/17/25	VILLAGE OF RIDGEFIELD	MAY 2025 FUEL CHARGES	401.78	06/17/25
Total for		**Appropriation Control Gasoline Fire Department**		**401.78**	
01-2010-31-4602-006		**Appropriation Control Gasoline Surcharge**			
250891	06/17/25	VILLAGE OF RIDGEFIELD	MAY 2025 FUEL CHARGES	760.47	06/17/25
Total for		**Appropriation Control Gasoline Surcharge**		**760.47**	
Department Total:		**Appropriation Control Gasoline**		**5,830.24**	
01-2010-36-4722-000		**Appropriation Control Social Security System**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	9,454.79	06/10/25
Total for		**Appropriation Control Social Security System**		**9,454.79**	
Department Total:		**Appropriation Control Social Security System**		**9,454.79**	
01-2010-36-4730-000		**Appropriation Control DCRP**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	0.00	06/10/25
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	59.88	06/10/25
Total for		**Appropriation Control DCRP**		**59.88**	
Department Total:		**Appropriation Control DCRP**		**59.88**	
01-2010-42-1190-001		**Appropriation Control Bogota BOE - SLEO S&W**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	11,433.63	06/10/25
Total for		**Appropriation Control Bogota BOE - SLEO S&W**		**11,433.63**	
Department Total:		**Appropriation Control Bogota BOE - SLEO S&W**		**11,433.63**	
01-2010-42-4901-000		**Appropriation Control Municipal Court - S&W**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	1,416.63	06/10/25
Total for		**Appropriation Control Municipal Court - S&W**		**1,416.63**	
Department Total:		**Appropriation Control Municipal Court - S&W**		**1,416.63**	
01-2030-21-1802-001		**APPROPRIATION RESERVES Planning/Zoning Board - O/E**			
250788	05/22/25	SHAFRON LAW GROUP, LLC	1031; PLANNING BOARD	670.00	06/17/25
Total for		**APPROPRIATION RESERVES Planning/Zoning Board -**		**670.00**	
Department Total:		**APPROPRIATION RESERVES Planning/Zoning Board -**		**670.00**	
01-2070-55-0000-000		**Local School Taxes Payable Local School Taxes Payable**			
250896	06/11/25	BOGOTA BOARD OF	MAY 2025 SCHOOL TAXES	1,346,465.50	06/11/25
250897	06/17/25	BOGOTA BOARD OF	JUNE 2025 SCHOOL TAXES	1,346,465.50	06/17/25
Total for		**Local School Taxes Payable Local School Taxes**		**2,692,931.00**	
Department Total:		**Local School Taxes Payable Local School Taxes**		**2,692,931.00**	
01-2800- - -		**RESERVE FOR CREDIT CARD FEES RESERVE FOR CREDIT CARD**			
250839	06/05/25	AMERICAN EXPRESS	DEMAND DEBIT - 06/05/2025	142.46	06/05/25
Total for		**RESERVE FOR CREDIT CARD FEES RESERVE FOR**		**142.46**	
Department Total:		**RESERVE FOR CREDIT CARD FEES RESERVE FOR**		**142.46**	

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04-2150-55-1532-001		**Improvment Authorizations 1532 - Rec/Community Center**			
241421	06/20/24	NEGLIA ENGINEERING	BOGOTA REC CENTER	6,250.95	06/17/25
Total for		**Improvment Authorizations 1532 - Rec/Community**		**6,250.95**	
Department Total:		**Improvment Authorizations 1532 - Rec/Community**		**6,250.95**	
04-2150-55-1560-003		**Improvment Authorizations 1560 - Var. Cap. Impvts**			
250890	06/17/25	CARRATURA CONSTRUCTION INV# 3704; BOGOTA SIDEWALK		0.00	06/17/25
250890	06/17/25	CARRATURA CONSTRUCTION INV# 3704; BOGOTA SIDEWALK		1,400.00	06/17/25
Total for		**Improvment Authorizations 1560 - Var. Cap.**		**1,400.00**	
Department Total:		**Improvment Authorizations 1560 - Var. Cap.**		**1,400.00**	
04-2150-55-1598-011		**Improvment Authorizations 1598 - Var. Cap. Impvts Road**			
250465	03/25/25	NEGLIA ENGINEERING	HILL STREET IMPROVEMENTS -	6,452.71	06/17/25
Total for		**Improvment Authorizations 1598 - Var. Cap.**		**6,452.71**	
Department Total:		**Improvment Authorizations 1598 - Var. Cap.**		**6,452.71**	
04-2150-55-1619-007		**Improvment Authorizations 1619 - Var. Cap. Impvts Public**			
250733	05/13/25	NEGLIA ENGINEERING	WATERSHED INVENTORY REPORT	12,500.00	06/17/25
250766	05/20/25	TRAFFIC & PARKING	RRFB PEDESTRIAN CROSSING	6,185.20	06/17/25
Total for		**Improvment Authorizations 1619 - Var. Cap.**		**18,685.20**	
04-2150-55-1619-009		**Improvment Authorizations 1619 - Var. Cap. Impvts**			
250466	03/25/25	NEGLIA ENGINEERING	NJDOT - LARCH AVE	5,431.70	06/17/25
Total for		**Improvment Authorizations 1619 - Var. Cap.**		**5,431.70**	
Department Total:		**Improvment Authorizations 1619 - Var. Cap.**		**24,116.90**	
04-2150-55-1620-001		**Improvment Authorizations 1620 - Fairview Ave Reconstruc**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	0.00	06/10/25
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	0.00	06/10/25
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	1,050.00	06/10/25
241417	10/21/24	NEGLIA ENGINEERING	PROF SRVCS; FAIRVIEW AVE -	5,884.80	06/17/25
Total for		**Improvment Authorizations 1620 - Fairview Ave**		**6,934.80**	
Department Total:		**Improvment Authorizations 1620 - Fairview Ave**		**6,934.80**	
04-2150-55-1629-001		**Improvment Authorizations 1629 - Veteran's Park Phase 2**			
250464	03/25/25	B PUNTASECCA	VETERAN'S MEMORIAL PARK &	16,669.80	06/11/25
250786	05/14/25	VEOLIA NEW BUSINESS	WATER SERVICE; COMM. GARDEN	5,920.50	06/05/25
Total for		**Improvment Authorizations 1629 - Veteran's**		**22,590.30**	
04-2150-55-1629-002		**Improvment Authorizations 1629 - Veteran's Park Phase 2**			
241807	12/31/24	NEGLIA ENGINEERING	PROF SRVCS; VETERANS PARK	6,077.63	06/17/25
Total for		**Improvment Authorizations 1629 - Veteran's**		**6,077.63**	
Department Total:		**Improvment Authorizations 1629 - Veteran's**		**28,667.93**	
14-0005-00-0005-062		**Outside Police Employment Fees Outside Police Employment**			
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	0.00	06/10/25
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	0.00	06/10/25
250861	06/10/25	BOROUGH OF BOGOTA	2025-06-13 PR	40,635.00	06/10/25
Total for		**Outside Police Employment Fees Outside Police**		**40,635.00**	
Department Total:		**Outside Police Employment Fees Outside Police**		**40,635.00**	

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14-2881- - -			HOMETOWN HEROS BANNER PROGRAM		
250838	06/04/25	GATES FLAG & BANNER	INV# 222468; HOMETOWN HEROES	380.00	06/17/25
Total for		HOMETOWN HEROS BANNER PROGRAM		380.00	
Department Total:		HOMETOWN HEROS BANNER PROGRAM		380.00	
16-2000-23-0021-			ACCUTRACK ACCOUNT 151 ELM AVE AVE		
250859	06/09/25	PHILLIPS PREISS	40149; 151 ELM AVE	40.00	06/17/25
Total for		ACCUTRACK ACCOUNT 151 ELM AVE AVE		40.00	
Department Total:		ACCUTRACK ACCOUNT		40.00	
19-2000- - -			RESERVE FOR EXPENDITURES INTEREST ON INVESTMENTS		
250843	06/05/25	SURENIAN, EDWDARDS,	PROF SRVCS RENDERED THRU	1,134.80	06/17/25
Total for		RESERVE FOR EXPENDITURES INTEREST ON		1,134.80	
Department Total:		RESERVE FOR EXPENDITURES INTEREST ON		1,134.80	