



Welcome to the  
*Borough of Bogota*

Bergen County, New Jersey

Agenda  
Open Session

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

April 17, 2025  
7:30 p.m.

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



Mayor

Daniele Fede

Council President

Lisa Kohles

Councilmember

Consuelo Carpenter

Councilmember

William Hordern

Councilmember

Patrick H. McHale

Councilmember

John Mitchell

Councilmember

Diana Vergara

Borough Administrator

Conall O'Malley

Borough Attorney

William Betesh

Borough Clerk

Yenlys Flores-Bolivard

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

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

The Borough of Bogota will hold a Public Meeting at 7:30 p.m. on Thursday, April 17, 2025 to address such matters of business as may be brought before the Mayor and Council. This meeting will be held at Borough Hall Council Chambers, 375 Larch Ave, Bogota, NJ 07603.

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

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

**Also Attending:**

Borough Administrator O'Malley  
Borough Attorney Betesh  
Borough Clerk Yenlys Flores-Bolivard

**V. CITIZEN REMARKS**

One (5) minute time limit per person.

**VI. DISCUSSION**

1. Sign Ordinance
2. Climate Superfund Act

**VII. PUBLIC HEARING & RESOLUTION INTRODUCTION**

1. 2025-110 Public Hearing on the Submission of a 2025 Bergen County Trust Fund Grant Application - Vincent F. Petrick Park

**VIII. INTRODUCTION OF ORDINANCES**

None

**IX. PUBLIC HEARING & ADOPTION OF ORDINANCES**

1. 1632 Ordinance Ch. 23 – Police Department, allowing us to bring Jobs4Blue under contract to handle outside duty payments, accounting and collection.

**X. CONSENT AGENDA****A. Resolutions**

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

2025-111 Authorize the Submission of a Grant Application to the New Jersey Department of Transportation for the Fy2025 Transportation Alternatives Program  
2025-112 Approve First Environment's Professional Services Proposal – (LSRP) Delineation Services – DPW Garage (9 East Fort Lee Road)

**B. Payment of Claims to be Voted Separately**

1. PC25-06 Payment of Claims

**C. Approvals**

1. Regular Meeting Minutes – 04-03-2025
2. Part I - Closed Session Meeting Minutes – 04-03-2025
3. Part II - Closed Session Meeting Minutes – 04-03-2025

**XI. 2<sup>ND</sup> CITIZEN REMARKS**

One five (5) minute time limit per person

**XII. REPORTS**

Five (5) minute time limit

Mayor Fede  
Council President Kohles  
Councilwoman Carpenter  
Councilman Hordern  
Councilman McHale  
Councilman Mitchell  
Councilwoman Vergara  
Administrator O'Malley  
Borough Attorney Betesh  
Borough Clerk Flores-Bolivard

**XIII. CLOSED SESSION**

None

**XIV. ADJOURNMENT**

Agenda is subject to change.

**NEXT COUNCIL MEETINGS**

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

<b>Work Session</b>	<b>Regular Mayor and Council Meeting</b>
<b>May 1</b>	<b>May 15</b>
<b>June 5</b>	<b>June 19</b>
<b>None</b>	<b>July 17</b>
<b>None</b>	<b>August 21</b>
<b>September 4</b>	<b>September 18</b>
<b>October 2</b>	<b>October 16</b>
<b>None</b>	<b>**November 6</b>
<b>December 4</b>	<b>December 18</b>

**GENERAL INFORMATION:**

*New Jersey Election Dates & Deadlines for 2025*

Primary Election: June 10, 2025 (moved from June 3 due to Shavuot)

Key Deadlines:

- Vote-by-Mail Ballot Application Deadline: June 3, 2025 (must be received by county clerk)
- Early In-Person Voting: June 3 – June 9, 2025 (check local election offices for times/locations)

For official updates and details, visit the [New Jersey Division of Elections website](#).



**RESOLUTION # 2025-110**

**DATE: 4-17-2025**

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

**RESOLUTION AUTHORIZING THE SUBMISSION OF A BERGEN COUNTY OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND, AND HISTORIC PRESERVATION TRUST FUND MUNICIPAL PARK IMPROVEMENT GRANT PROGRAM APPLICATION**

(Public Hearing on the Submission of a 2025 Bergen County Trust Fund Grant Application - Vincent F. Petrick Park)

**WHEREAS**, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (“County Trust Fund”), provides matching grants to municipal governments and to nonprofit organizations for assistance in the development or redevelopment of outdoor municipal recreation facilities; and,

**WHEREAS**, the Borough of Bogota desires to further the public interest by obtaining a matching grant of \$150,000 from the County Trust Fund to fund the following project: Vincent F. Petrick Park; and,

**WHEREAS**, the governing body/board has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions, and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

**WHEREAS**, as part of the application process, the governing body received held the required Public Hearing to receive public comments on the proposed park improvements in the application on April 17, 2025; and,

**WHEREAS**, the County of Bergen shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

**WHEREAS**, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the above named project and ensure its completion on or about the project contract expiration date.

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



**RESOLUTION # 2025-110**

**DATE: 4-17-2025**

1. That it is hereby authorized to submit the above completed project application to the County by the deadline of **APRIL 25th 2025**, as established by the County; and,
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, the Borough of Bogota has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That the Borough of Bogota is committed to providing a dollar for dollar cash match for the project; and,
4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
5. That the Borough of Bogota agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
6. That this resolution shall take effect immediately.

**CERTIFICATION**

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 4-17-2025.

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Yenlys Flores-Bolivard, Municipal Clerk



**BOROUGH OF BOGOTA**

**ORDINANCE NO. 1632**

**DATE:** April 17, 2025

**ADOPTION**

Ch. 23 – Police Department, allowing us to bring Jobs4Blue under contract to handle outside duty payments, accounting and collection.

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

**AN ORDINANCE AMENDING CHAPTER 23 OF THE BOGOTA CODE, ENTITLED “POLICE DEPARTMENT”**

**WHEREAS**, Chapter 23 of the Borough Code sets forth the administrative rules and regulations for the Bogota Police Department; and,

**WHEREAS**, this Chapter currently sets the reimbursement for rate for police services performed on behalf of private contractors; and,

**WHEREAS**, the Mayor and Council wish to revise this section to modify the fees collected for the provision of police services to private contractors; and,

**WHEREAS**, the Mayor and Council also wish to revise this section to authorize the Borough to contract with independent contractors to administer the Borough’s program for providing the aforementioned police services.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Bogota, that Chapter 23 of the Bogota Municipal Code is hereby amended, revised, and supplemented as follows:



**SECTION 1: AMENDMENT TO SECTION 23-11.1, ENTITLED “REIMBURSEMENT FOR POLICE SERVICES BY PRIVATE CONTRACTORS”.**

Section 23-11.1, entitled “Reimbursement for Police Services by Private Contractors” is hereby amended, revised and supplemented as follows:

**23-11.1 Reimbursement for Police Services by Private Contractors**

Members of the police department shall be available to serve as traffic direction or security personnel for private contractors only at times that will not interfere with the members' efficient performance of regularly scheduled or emergency duty for the borough, with the approval of the chief of police. The applications for these services shall be made in writing to the chief of police. The application by the private contractor shall set forth pertinent information concerning the type of work to be engaged in, the name and address of the prospective private contractors, and the estimated times and duration of the service. The application shall be reviewed by the chief of police to determine if there is any reasonable probability that the proposed outside employment will interfere with a member's performance or compromise a member's position with the borough because of a conflict of interest or if there is any reasonable probability that the services requested would reflect unfavorably upon the police department. *The Borough may hire an independent contractor to serve as the Borough's authorized representative to administer the services and collect the fees set forth in this Section.*

**SECTION 2: AMENDMENT TO SECTION 23-11.2(a), ENTITLED “PAYMENT AND ESCROW ACCOUNTS”.**

Section 23-11.2(a), entitled “Payment and Escrow Accounts” is hereby amended, revised, and supplemented as follows:

**23-11.2 Payment and Escrow Accounts.**

- a. Private contractors shall pay ~~the treasurer of~~ the Borough of Bogota or its authorized representative, if one is appointed, by ~~cash, check,~~ or money order, for all services performed by members of the Borough's Police Department at the rate of one hundred ~~forty~~ fifty two (\$~~140.00~~152.50) dollars and fifty cents per hour as compensation for the Borough's costs associated with the police services. *If payment with a credit card is available, a Four (4%) Percent finance fee may be charged for processing the payment.*





A new Section 23-11.2(f) is hereby established, entitled “Late Fees”, which shall read as follows:

- e. Any private contractor who fails to pay any outstanding balance owed to the Borough of Bogota or its authorized representative shall pay a late fee of 1.5% per month upon the payment being delinquent for over thirty (30) days. The Borough and its authorized representative are further empowered to pursue all legal remedies available against a private contractor who fails to make timely payment of all fees incurred pursuant to this Section.

**SECTION 3: SEVERABILITY.**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent, and such holding shall not effect the validity of the remaining portions hereof.

**SECTION 4: INCONSISTENCY.**

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

**SECTION 5: EFFECTIVE DATE.**

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

CERTIFICATION

✓

ATTEST:

APPROVED:

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_  
Mayor

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance adopted by the Borough of Bogota at a meeting held on April 17, 2025.



**RESOLUTION # 2025-111**

**DATE: 4-17-2025**

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

**AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE FY2025 TRANSPORTATION ALTERNATIVES PROGRAM**

**WHEREAS**, the FY2025 Transportation Alternatives Program (the “Program”) provides federal funds for community based “non-traditional” projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation’s intermodal system; and

**WHEREAS**, the FY2025 Program is being administered by the New Jersey Department of Transportation; and

**WHEREAS**, the maximum amount of grant funds available is \$1.5 million, and no municipal matching funds are required; and

**WHEREAS**, the attached grant application describes the terms and conditions of applying for the grant funding; and

**WHEREAS**, the Administration wishes to apply for these grant funds in an amount not to exceed \$1.5 million for the Elm Avenue Roadway and Drainage Improvements Project;

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

- A. The Borough Council of the Borough of Bogota hereby accepts the terms of the grant funding and authorizes the electronic submission of the grant application identified as ***TA-2025-Elm Avenue Roadway and Drainage Impr-00053*** to the New Jersey Department of Transportation on behalf of the Borough of Bogota; and,
- B. The Borough of Bogota will assume maintenance responsibility over all improvements completed with grant funding awarded under the FY2025 Transportation Alternatives Program; and,
- C. In accordance with 23 CFR 635.105(a) (4) the Borough of Bogota is designating Conall O’Malley as the responsible charge for this program. Conall O’Malley is a full-time employee of the Borough of Bogota in the role of Borough Administrator and will be responsible charge for the proposed Federal-aid construction project.
- D. This resolution shall take effect immediately upon 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 4-17-2025.

\_\_\_\_\_  
Yenlys Flores-Bolivard, Municipal Clerk



**RESOLUTION # 2025-112**

**DATE: 04-17-2025**

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

**APPROVE FIRST ENVIRONMENT’S PROFESSIONAL SERVICES PROPOSAL –  
(LSRP) DELINEATION SERVICES – DPW GARAGE**

**WHEREAS**, First Environment has submitted a proposal for Professional Services and Delineation Services dated March 4, 2025 to the Borough of Bogota for site remediation 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 \$40,000; 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 \$40,000 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 March 4, 2025 to the Borough of Bogota for site remediation 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 \$40,000 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.

**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.





## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Bureau of Case Assignment & Initial Notice  
Contaminated Site Remediation & Redevelopment  
401-05H  
P.O. Box 420  
Trenton, NJ 08625-0420  
Phone: (609) 292-2943

SHAWN M. LATOURETTE  
*Commissioner*

TAHESHA L. WAY  
*Lt. Governor*

August 1, 2024

Alfred Smith  
Senior Program Manager  
First Environment  
10 Park Place  
Building 1a, Suite 504  
Butler, NJ 07405  
License Number: 591667

August Greiner  
Borough Administrator  
BOGOTA BORO  
375 Larch Ave  
Bogota, NJ 07603

RE: Retention

9 EAST FORT LEE RD  
Bogota Boro, Bergen County  
SRP-PI: 013944  
Activity Number Reference: RET240001  
Hired To Address: Entire Site

Dear August Greiner:

This letter serves to advise you that an LSRP Notification of Retention Form has been received by the New Jersey Department of Environmental Protection (NJDEP) at/or for the case(s) noted above. The NJDEP confirms that Alfred A Smith Iv was retained on August 1, 2024.

On May 7, 2009, the Site Remediation Reform Act (SRRA) was enacted. SRRA establishes criteria for the licensing of site remediation professionals who will assure that contaminated sites are remediated in accordance with the Technical Requirements for Site Remediation, N.J.A.C. 7:26E. SRRA authorizes the NJDEP to establish mandatory timeframes for the completion of each phase of remediation. These timeframes, as well as other requirements of the Act, have

been codified in regulations that became effective on November 4, 2009. The timeframes associated with the case (LSR Activity) can be found at <https://njems.nj.gov/DataMiner>. Select the Site Remediation Category and scroll down to the Case Tracking heading and run the 'Case Tracking Tool by Selected PI Number' report by entering the PI number to review the regulatory and mandatory timeframes. The complete rule can be found at [www.state.nj.us/dep/srp/regs/arrcs/arrcs\\_rule.pdf](http://www.state.nj.us/dep/srp/regs/arrcs/arrcs_rule.pdf). N.J.A.C. 7:26C-2.4 identifies the requirements with which you must comply.

Per NJDEP's records, the following case types have been identified for this case:

<i>Case#</i>	<i>Case Type</i>
LSR120001	Regulated UST

\*\*Note: For some Retentions, Remedial Action Permits, some Childcare facilities and for some computer tracking system issues there will be no Case Types.

As the person responsible for conducting the remediation at case BOGOTA DEPARTMENT OF PUBLIC WORKS, the SRRA requires you to do the following:

- Within 45 days of the retention of the licensed site remediation professional (LSRP) to perform the remediation you are required to submit the first annual remediation fee and a completed Annual Remediation Fee Reporting form. This can be filed electronically through NJDEP Online, <http://www.nj.gov/dep/online/> ;
- Conduct the remediation without the prior approval of the NJDEP in accordance with the requirements set forth at N.J.A.C. 7:26E, the Technical Requirements for Site Remediation and N.J.A.C. 7:26C, Administrative Requirements for the Remediation of Contaminated Sites;
- Provide the NJDEP with access to the contaminated site and documents concerning the remediation; and
- Obtain all necessary permits.

Once a site or a portion of a site has triggered compulsory direct oversight, the responsible party forfeits all rights in the decision-making process regarding the remediation performed at the site, including remedy selection. Additionally, the responsible party will be required to post a remediation funding source and the NJDEP will control the disbursements from the remediation funding source. ([http://www.nj.gov/dep/srp/guidance/srra/direct\\_oversight.pdf](http://www.nj.gov/dep/srp/guidance/srra/direct_oversight.pdf))

The contact information provided above is based on information previously provided to the NJDEP. If you have questions on any of the above contact information, you can contact the Compliance Assistance Duty Officer at (609) 633-1480.

Sincerely,

A handwritten signature in black ink that reads "Kirstin Hahn". The signature is written in a cursive, flowing style.

Kirstin Hahn, Bureau Chief  
Bureau of Case Assignment & Initial Notice



Via: Electronic Mail

March 4, 2025

Attn: Mayor Daniele Fede  
Borough of Bogota  
375 Larch Avenue  
Bogota, New Jersey 07603

**Re: Estimated Costs for Additional Delineation Services  
Department of Public Works Garage  
9 East Fort Lee Road  
Bogota, New Jersey  
NJDEP Case No. 95-01-09-1608-12**

Dear Mayor Fede:

In response to your request, First Environment, Inc. (First Environment) is submitting the following scope-of-work and cost estimate to provide Licensed Site Remediation Professional (LSRP) Services and environmental technical support for the above-referenced site (the "Site"). To support this proposal, we have reviewed and evaluated the information that has been made available to us including soil and groundwater data tables, and a soil boring location figure. For completeness, we have provided a brief summary of the current Site conditions below.

## Summary

Based on our review of the available information, it appears that two underground storage tanks (USTs) were removed from the Site in 1995. The Site was assigned New Jersey Department of Environmental Protection (NJDEP) Case No. 95-01-09-1608-12. Information contained on the facility registration questionnaire indicates the tanks were reportedly 1,000- and 6,000-gallons in size and contained unleaded gasoline. Notably, we were not provided with any UST closure report to review. As such, First Environment evaluated the NJDEP Dataminer website to determine if any closure reports were submitted to the Department at the time they were removed. Based on our review of the Dataminer site, no UST closure reports were available to download.

During 2016, a prior consultant conducted limited site investigation activities to evaluate the soil and groundwater conditions at the Site. It appears that 12 soil borings were installed with samples being collected at various depth intervals within the boreholes. A total of 19 soil samples were collected for laboratory analyses. In addition, one temporary monitoring well, DPW-1, was installed and a groundwater sample was collected for analysis. Based on the data presented, only two of the 19 samples analyzed revealed contaminant concentrations exceeding the applicable NJDEP soil remediation standards (SRS). These included DPW-4A and DPW-2. Total xylenes, toluene, and ethylbenzene were detected at 1,300 parts per million (ppm), 100 ppm, and 250 ppm, respectively, in DPW-4A. The concentrations of total xylenes and toluene only exceeded the NJDEP Migration to Groundwater (MGW) SRS. Ethylbenzene exceeded the residential and non-residential inhalation exposure pathway SRS. With respect to sample DPW-2, ethylbenzene, total xylenes, and toluene were identified at concentrations of 69 ppm, 313 ppm, and 44 ppm, respectively. Total xylenes and toluene only exceeded the MGW SRS.

3/4/2025



Mayor Daniele Fede  
Borough of Bogota

Ethylbenzene also exceeded the residential and non-residential inhalation exposure pathway SRS as well as the MGW SRS. The sample from DPW-2 was collected at a depth of 12.0 to 12.5 feet below ground surface (bgs). It is not known if this is below the static water table, which would nullify the exceedances since they would be below the water table and not indicative of soil impact (unsaturated). The groundwater sample from DPW-1 revealed concentrations of ethylbenzene, toluene, xylenes, and Total Tentatively Identified Compounds (TICs) at the following concentrations, 2,600 parts per billion (ppb), 1,200 ppb, 12,500 ppb, and 18,820 ppb, which exceed the NJDEP Groundwater Quality Standards (GWQS) of 700 ppb, 600 ppb, 1,000 ppb, and 500 ppb, respectively. Notably, our experience supports that groundwater samples collected from temporary wells can lead to artificially high concentrations as a result of sediment loading to the sample (since a gravel pack around the well is seldom used).

First Environment subsequently installed three monitoring wells at the Site on September 24, 2024. The well installation locations were selected to further investigate groundwater quality in the vicinity of the aforementioned USTs. First Environment subsequently collected groundwater samples from these wells on October 18, 2024. Upon gauging the wells, it was determined that approximately one-inch layer of Light Dissolved Non-Aqueous Phase Liquid (LNAPL, or free product) was situated on top of the groundwater table at MW-2. The presence of DNAPL requires delineation and mitigation in accordance with NJDEP regulations. Sample results additionally indicated an exceedance of the NJDEP Groundwater Quality Standards (GWQS) for Benzene in MW-2.

Based on the 2024 monitoring results, additional investigation at the Site is required to delineate the elevated levels of Benzene and the presence of free product. As such, First Environment has developed a scope-of-work and cost estimate to address the current conditions at the Site.

## NJDEP Regulatory and Mandatory Deadlines

The NJDEP establishes cleanup milestone deadlines for each site in the Site Remediation Program based on the date of a discovered release. The established timeframes for the Site are as follows:

<b>Date Remediation was Required to be Initiated</b>	<b>1/9/1995</b>
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Task	Regulatory Timeframe	Mandatory timeframe
Site Investigation	3/1/2011	3/1/2012
Initial Receptor Evaluation	3/1/2011	3/2/2012
Remedial Investigation	5/7/2014	5/7/2014
Remedial Action	2/6/2019	2/6/2021

None of the milestones listed above were completed within either the regulatory or mandatory timeframes, and as such, NJDEP is seeking to have the Borough enter into an Administrative Consent Order (ACO) to establish a reasonable timeframe to complete these milestones. Normally, an ACO has a substantial fee component; however, the NJDEP typically

does not demand fees from public entities. Our scope-of-work and cost estimate includes LSRP services to assist the Borough in navigating the ACO process.

## Scope-of-Work

The following scope-of-work, which will be conducted in accordance with the NJDEP Technical Requirements for Site Remediation (TRSR) and Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), will assist to move the Site towards regulatory closure.

## Groundwater Investigation

As indicated, the results of the previous groundwater investigation revealed VOCs and LNAPL at concentrations above the NJDEP GWQS in monitoring well MW-2. To further evaluate these conditions, First Environment is proposing to install two additional shallow monitoring wells as illustrated on Figure 1, attached, which will help assess the potential horizontal extent of impact beyond MW-2, as required by the NJDEP. We expect the wells will be installed using hollow stem auger drilling techniques and finished with a metal flush mount cover and concrete pad to accommodate vehicular traffic.

Upon completion of the well installation activities and subsequent to the required two-week aquifer stabilization period required by NJDEP, First Environment will mobilize to the Site to sample the new monitoring wells and resample MW-2 in accordance with the NJDEP Field Sampling Procedures Manual for the volume average purge technique. In addition, the new wells will be surveyed by a New Jersey Licensed Land Surveyor for horizontal and vertical control such that they can be used to further refine our understanding of groundwater flow. In accordance with Table 2-1 of the TRSR, the groundwater samples will be submitted for analysis for VOCs, TICs, 1,2-dibromoethane, and 1,2-dichloroethane.

## MW-2 Product Mitigation

To help remove the product collecting in MW-2, we propose to install an absorbent sock in MW-2 and replace it monthly. We will maintain onsite a 55-Gallon drum to deposit the spent socks and arrange for its disposal after one year. The budget presented below assumes one year of this activity.

## Remedial Investigation Report Preparation

Assuming that groundwater delineation is achieved once the above scope-of-work has been implemented, First Environment will prepare a comprehensive Remedial Investigation Report (RIR) that will be submitted to the Department. In addition, the RIR will include an updated Receptor Evaluation, as required.

## Administrative Consent Order Support

We will additionally assist the borough with interacting with the NJDEP, filing paperwork, LSRP support, and negotiating the process to enter into an ACO.

Mayor Daniele Fede  
Borough of Bogota

## Cost Estimate

We propose to execute the above scope-of-work activities to move the Site towards regulatory closure for an estimated cost of **\$40,000.00**. The cost estimate includes the aforementioned groundwater investigation, drilling, oversight and laboratory analyses, initial data review, reporting, project management, as well as ACO support. A breakdown of the costs is provided below.

Task 1 – Monitoring Well Install and Sampling	\$20,575.20
Task 2 – Product Mitigation	\$ 9,185.20
Task 3 – Remedial Investigation Report	\$ 5,840.00
Task 4 – ACO Support	\$ 3,580.00
Estimated Total	<u>\$40,000.00</u>

First Environment has structured this cost estimate to provide the greatest cost efficiency possible, including the use of existing data to assist in the development and execution of our scope.

This proposal is valid for a period of 60 days from the date it is written. After a period of 60 days, First Environment will not be held to the terms and prices quoted herein. Additionally, once this proposal is accepted, the scope-of-work outlined in the proposal is subject to periodic rate increases that may be implemented by First Environment. Such rate increases will be effective on the date first following First Environment's notification to you of the implementation of the rate increases.

I trust that this is responsive to your needs. If you have any questions or comments or require additional information, please do not hesitate to contact me. We look forward to working with you and your team on this project.

Best regards,

FIRST ENVIRONMENT, INC.



Alfred Smith, PG, LSRP  
Senior Program Manager

Cc: Conall O'Malley, Borough Administrator

### Attachments

1. [Authorization for Professional Services](#)
2. [Fee Schedule](#)
3. [Our Environmental Commitment](#)

# Attachment 1. First Environment’s Authorization for Professional Services

DATE: March 4, 2025

PROJECT NAME: Estimated Costs for Additional Delineation Services

PROJECT NUMBER: BOGOT004-01

CLIENT: Borough of Bogota, hereinafter referred to as "CLIENT"

CLIENT's ADDRESS: 375 Larch Avenue, Bogota, New Jersey 07603

hereby requests and authorizes FIRST ENVIRONMENT, INC. hereinafter referred to as "CONSULTANT" to perform the following services:

SCOPE: As set forth in attached proposal

at SITE(S) OF WORK: 9 East Fort Lee Road, Bogota, New Jersey 07603

all pursuant to and as described in the attached proposal dated: March 4, 2025

Services covered by this authorization shall be performed in accordance with PROVISIONS stated on the following pages and additional provisions, if any, as follows:

None

If technical or professional services are furnished by an outside source, an additional 5% shall be added to the cost of the services for CONSULTANT’s administrative costs. An additional 5% shall also be added to direct expenses.

Approved for CLIENT:

Accepted by CONSULTANT  
FIRST ENVIRONMENT, INC.:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PROVISIONS

**CLIENT** and **CONSULTANT** agree that the following provisions are a part of their agreement (hereinafter, this "Agreement").

1. **INVOICES:** **CONSULTANT** will submit progress invoices to **CLIENT** monthly showing charges for services and expenses and a final bill upon completion of the services. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. **CLIENT** agrees to pay a finance charge of one percent (1%) per month, but not exceeding the maximum rate allowed by law, on past-due undisputed accounts. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that the prevailing party shall be entitled to recover his costs, expenses, and reasonable attorneys' fees. **CONSULTANT** understands that its invoices will be paid by insurance carriers, in accordance with the above payment terms, and agrees to provide all its invoices and subcontractor invoices to the **CLIENT**. The insurance carriers that are responsible for the payment of **CONSULTANT**'s invoices and contact information for personnel directly responsible for such payment are provided in Attachment 1. Further, **CONSULTANT** will have submitted to **CLIENT** all final lien waivers and releases from **CONSULTANT** and all of its Subcontractors and suppliers, and the Project shall be free and clear of any liens, claims, unsatisfied demands, notices of intention, stop notices, unsatisfied judgments, security interests, or other encumbrances in favor of the **CONSULTANT** and/or its Subcontractors and suppliers
2. **SERVICES BY CLIENT:** **CLIENT** will provide **CONSULTANT** with access to the site(s) of the work, will obtain all permits, will provide all legal services in connection with the project, unless the provision of same is specifically included in the scope-of-work. **CLIENT** shall pay the costs of checking and inspection fees, zoning application fees, soil engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, blueprints, and reproductions, and all other charges not specifically covered by the terms of this Agreement.
3. **SERVICES BY CONSULTANT:** **CONSULTANT** shall commence work upon execution of this contract and shall accomplish the scope of the work in a professional manner consistent with the standards prevailing for such services in the vicinity of the project and in accordance with all applicable environmental regulations and statutes, including but not limited to the following:
  - a. Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; NJAC 7:26C);
  - b. Remediation Standards (NJAC 7:26D);
  - c. Technical Requirements for Site Remediation (TRSR; NJAC 7:26E);
  - d. NJDEP Technical Guidance Documents (as applicable); and
  - e. Other applicable documents and regulations.
4. **SERVICES DURING CONSTRUCTION:** If the scope-of-work includes any construction inspection or testing to be provided by **CONSULTANT**, it is agreed that such services are only for the purpose of determining the contractor's compliance with the functional provisions of project specifications. **CONSULTANT** in no way guarantees or ensures contractor's work nor assumes responsibility for methods or appliances employed by contractor, for jobsite safety or for contractor's compliance with laws and regulations but **CONSULTANT** will take all commercially reasonable means within the North Jersey market for contractors to hire a competent contractor that has an established reputation in the field and will require that said contractor comply with all insurance requirements as specified in Paragraph 6 of this Agreement. **CLIENT** agrees that the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including assuring the safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
5. **COST ESTIMATES:** Any projections or statements or estimates of future costs furnished by **CONSULTANT** are estimates only based on **CONSULTANT**'s experience, opinions, and judgment. **CONSULTANT** shall not incur additional costs that exceed the total proposal amount, including the 15% project contingency, without notifying **CLIENT** of same.
6. **INSURANCE:** **CONSULTANT** shall carry the following specific types and amounts of insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting work on the Project site. **CONSULTANT** shall cause all its subcontractors performing work on the Property to provide insurance in the types and amounts required in First Environment's standard subcontract agreement with the exception of Northstar Environmental Services or other contractor conducting soil excavation inside of the

building who will be required to provide insurance in the amounts provided below (a-e). The certificates of insurance shall provide for advance notice to the **CLIENT** of any subsequent modification or cancellation of these coverages.

- a. Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.
- b. Comprehensive General Liability Insurance with annual aggregate limits of \$4,000,000.
- c. Automobile Liability Insurance with annual aggregate limits of \$1,000,000.
- d. Professional Liability Insurance with limits of \$4,000,000 per claim and in the aggregate on a claims-made basis.
- e. Contractor Pollution Liability with limits of \$1,000,000 per claim and in the aggregate on a claims-made basis.

A Certificate of Insurance and necessary endorsements shall be provided to **CLIENT**'s attorney for review. The above amounts may be comprised of a combination of primary and excess insurance policies.

7. **WARRANTY:** The only warranty or guarantee made by **CONSULTANT** in connection with the services performed under this Agreement is that such services will be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality and in accordance with all the provisions set forth in Paragraph 3 subpart (a) through (e) of this Agreement. When the findings and recommendations of **CONSULTANT** are based on information supplied by **CLIENT** and others, such findings and recommendations are correct to the best of **CONSULTANT**'s knowledge and belief. No other warranty, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.
8. **RESPONSIBILITY:**
  - a) If the scope-of-work which **CONSULTANT** has assumed includes the identification, investigation, assessment, containment, or remediation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, which may exist at the site of the work, **CLIENT** acknowledges that neither **CONSULTANT** nor any subcontractor of **CONSULTANT** has played any part in the creation of any such condition or problem which may exist, and that **CONSULTANT** has been retained for the sole purpose of assisting the **CLIENT** in assessing any problem which may exist and in assisting the **CLIENT** in formulating a remedial program. It is recognized and agreed that **CONSULTANT** has assumed responsibility only for making the investigations, reports, and recommendations to the **CLIENT** included within the scope-of-work. Except as otherwise expressly agreed, the responsibility for making any disclosure or reports to any third party and for the undertaking, prosecution, and completion of corrective, remedial, or mitigative action, shall be solely that of the **CLIENT**.
  - b) If, in the **CONSULTANT**'s opinion, **CONSULTANT** is legally required to report evidence of environmental contamination to appropriate local or state agencies within a legally provided timeframe, the **CONSULTANT** will inform the **CLIENT** of such circumstance prior to **CONSULTANT**'s notification to the appropriate state or local agency(ies). The **CONSULTANT** will, whenever possible, provide the **CLIENT** with the opportunity to notify the agency in lieu of the **CONSULTANT**'s notification within the legally provided time frame. However, if the **CLIENT** fails to provide such timely notification, or if despite such notification **CONSULTANT** remains responsible for such reporting, then **CLIENT** recognizes that **CONSULTANT** will comply with such obligations, and **CLIENT** authorizes and approves such action by **CONSULTANT** notwithstanding any confidentiality or other considerations which otherwise might govern **CONSULTANT**'s conduct. ,
9. **PROVISIONS FOR DRILLING:** If the scope-of-work which **CONSULTANT** has assumed includes the drilling of borings, the installation of wells or similar activities
  - a) **CLIENT** will warrant that all overhead and underground utilities have been located, and that they will not interfere with the work. Should such utilities interfere with the work, any and all relocations or repairs to such utilities, including all excavation, test pitting, and probing will be by the **CLIENT**.
  - b) **CLIENT** will provide traffic and pedestrian protection as may be required.
  - c) **CLIENT** will provide security measures to ensure a safe storage area for the drilling equipment and construction materials during non-working hours.

Mayor Daniele Fede  
Borough of Bogota

- d) **CLIENT** will protect equipment from damage caused by actions or omissions of the **CLIENT**, and/or other of **CLIENT's CONSULTANTS** or contractors.
- e) **CLIENT** will at all times be responsible for and own all wastes generated by the drilling activities. **CONSULTANT** will, or will cause its subcontractor or sub-**CONSULTANT** to, place drill cuttings into drums and to pump drill fluids to a sanitary drop or another acceptable on-site location as directed by **CLIENT**.
- f) **INDEMNITY FOR INHERENT RISKS**, **CLIENT** recognizes that, while commonly used exploration methods, such as drilling borings or well installation may be necessary for investigations, there is an inherent risk in drilling borings or performing other exploration methods at a hazardous waste site. These risks include, but are not limited to, (1) such exploration methods may require penetration through contaminated material and into an uncontaminated aquifer or groundwater, inducing cross contamination; (2) while backfilling with grout, or other means, according to a state of practice design, is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect.
10. **NONPAYMENT**: **CONSULTANT** reserves the right to suspend work or to terminate this contract at any time upon written notice for non-payment of past-due progress invoices. **CONSULTANT** shall give 10 (ten) business days' notice and allow an opportunity for **CLIENT** to provide payment prior to termination.
11. **TERMINATION**: **CLIENT** shall have the right at any time to terminate this Agreement upon giving three days written notice to the **CONSULTANT**. In the event of such termination, **CLIENT** shall pay all fees due to **CONSULTANT** up to that time.
12. **TITLE TO DOCUMENTS**: Drawings, specifications, and other work products of the **CONSULTANT** for this project, except working notes and internal documents, upon payment of **CONSULTANT's** final invoice, will become the property of the **CLIENT**. Reuse of any of these drawings, specifications, or other work products of the **CONSULTANT** by the **CLIENT** for other than the specific project covered in this Agreement, and the specific part of such project for which such work product was intended, or modification and use by the **CLIENT** of any documents connected with this Agreement, without the prior written permission of the **CONSULTANT** shall be entirely at the **CLIENT's** risk. The **CONSULTANT** shall be entitled to a reproducible copy of all material furnished to the **CLIENT**, the costs of which shall be a reimbursable expense under this Agreement.
13. **AUDIT**: **CLIENT** shall have the right to inspect, examine, and audit such books, records, accounts, receipts, and vouchers of **CONSULTANT** as **CLIENT** may desire in connection with this project and **CONSULTANT** shall produce and make such books, records, accounts, receipts, and vouchers available to **CLIENT** and its representatives during reasonable business hours. **CONSULTANT** reserves the right to destroy any all such records after ten ("10") years following the issuance of a final remediation document.
14. **ADDITIONAL SERVICES**: **CLIENT** shall pay the cost of any and all extra or additional services that **CLIENT** authorizes **CONSULTANT** to perform, and all such extra or additional services shall be governed by the terms of this Agreement. **CONSULTANT** will endeavor at all times to advise **CLIENT** of any services, professional or otherwise, which may be necessary in the interest of the proper accomplishment of this project but are not provided under this Agreement.
15. **DATA AND PRIOR STUDIES**: **CLIENT** shall promptly provide to **CONSULTANT** access to and, upon request, copies of all maps, drawings, reports, data, analyses, and similar information relevant to the scope-of-work undertaken by **CONSULTANT**. **CLIENT** shall identify and endorse as confidential any such material considered to be confidential by **CLIENT**. **CONSULTANT** shall keep in confidence all such material identified as confidential by **CLIENT**, provided that **CONSULTANT** may comply with any subpoena or similar legal process after notifying **CLIENT** and affording to **CLIENT** the opportunity to seek to have such legal process withdrawn or quashed. **CLIENT** shall have the right to access lab results online upon request, if available.
16. **COMMUNICATIONS**: Unless otherwise agreed, **CLIENT** consents to **CONSULTANT's** reference in **CONSULTANT's** professional resume and marketing materials to the work **CONSULTANT** shall have completed for **CLIENT**, provided that, in doing so, **CONSULTANT** shall not publish any confidential information.
17. **APPLICABLE LAW AND JURISDICTION**: Unless otherwise stated in the proposal, this Agreement shall be governed by the laws of the State of New Jersey and the parties consent to the non-exclusive jurisdiction of the state and federal courts located in New Jersey for the resolution of any dispute under, arising out of, or in connection with this Agreement.

18. **INDEMNIFICATION:** **CLIENT** recognizes that it is the owner of the site and that under Federal and State environmental laws, it may be jointly, severally, or solely liable for the remediation of the site and all costs, fees and expenses that may arise directly or indirectly out of the liability related to this ownership. **CLIENT** further recognizes that **CONSULTANT** is working at the site to investigate and remediate contamination on the site and that it has no obligation or duty of its own to clean up the contamination and is not responsible for consequential or collateral damages related to the contamination. Further, should the **CONSULTANT** incur liability at the site or be sued or named in any form of legal action, for any reason, it is **CLIENT**'s duty to indemnify, defend and hold harmless **CONSULTANT** from any claims, lawsuits, liabilities, orders, causes of action and liens, with the exception that **CLIENT** shall not be responsible for such indemnification where the **CONSULTANT** is adjudged to be negligent by its actions or inactions at the site. **CLIENT** shall have the duty to defend **CONSULTANT** until such time that **CONSULTANT** is adjudged to have been negligent.

Should **CONSULTANT** be required to answer or otherwise defend a lawsuit, claim or other legal proceeding, or appear as a witness in a lawsuit on behalf of itself or the **CLIENT** or any other third party in any action related to the contamination at or emanating from the site, **CLIENT** shall pay all of **CONSULTANT**'s hourly labor costs, fees and expenses, including reasonable in-house and outside attorney's fees, administrative fees and project management fees, according to **CONSULTANT**'s litigation rate schedule.



## Attachment 2. First Environment's Fee Schedule

BILLING CATEGORY	HOURLY BILLING RATE
Principal	\$250.00 - \$350.00
Senior Associate	\$140.00 - \$250.00
Associate	\$120.00 - \$175.00
Senior Professional	\$100.00 - \$175.00
Professional II	\$ 85.00 - \$120.00
Professional I	\$ 70.00 - \$110.00
Draftsman/Technician	\$ 60.00 - \$100.00
Administrative	\$ 55.00 - \$ 70.00

### Reimbursable Expenses\*

- Reasonable travel and living expenses
- Telephone, facsimile, postage, copies, shipping
- Reproduction costs of figures and reports
- Equipment usage fees, field supplies
- Outside professional services (e.g., drilling, laboratory)

First Environment's rates are subject to periodic adjustment, due to a change in our billing rates, generally, for a particular employee based on that employee's advancement in seniority within the firm, or by reason of general economic conditions. The applicable rates will be those in effect at the time the services are rendered.

\*Reimbursable expenses are marked up 5% to 15% depending on payment terms and conditions.

## Attachment 3. First Environment’s Environmental Commitments

# What We Put First

First Environment is committed to assisting our clients in developing strategies that are tailored to their needs and provide solutions on both a global and local scale. We bring technical knowledge, a collaborative approach, and advanced thinking to develop solutions that meet the demands of today while securing the future for those who will come after us.

### Our Commitments

1	Work on behalf of our clients and ourselves to protect the environment, prevent pollution, and protect worker health and safety	
2	Strive for accurate and transparent communication with our clients and others who have a stake in our operations	
3	Continually improve our environmental, quality, health, and safety management and performance	
4	Support further education and development of our firm members	
5	Foster a talented and diverse workforce in an atmosphere of mutual respect	
6	Meet our compliance obligations and demonstrate integrity and ethics in our activities	
7	Leverage our knowledge and resources to support local, community, government, and international organizations so as to advance society’s goals of a just and clean world	

We believe these commitments produce a balanced company that will grow and prosper, as will the world.

Attested to by:



*Bernard Tod Delaney*  
Bernard Tod Delaney, PE, PE, BOEE  
President

*Elizabeth Delaney*  
Elizabeth Delaney  
Vice President

[www.firstenvironment.com](http://www.firstenvironment.com)