



Minutes
January 15, 2026
Open Session
7:30pm

BOROUGH OF BOGOTA
Mayor and Council Work Session Meeting

Meeting of the Borough of Bogota Mayor and Council meeting held on this January 15, 2026 in Borough Hall, 375 Larch Ave, Bogota, New Jersey at 7:30 P.M

PLEDGE OF ALLEGIANCE

Borough Clerk Yenlys Flores-Bolivard led the Pledge of Allegiance.

MAYOR'S ANNOUNCEMENT- OPEN PUBLIC MEETINGS ACT STATEMENT

Mayor Fede- 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 being sent to the newspapers officially designated for 2026, filing a copy in the Borough Clerk's Office, and posting it on the Borough bulletin board.

ROLL CALL

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

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

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

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

Mr. Salam requested Council approval for the Ramadan Crescent Lighting at Borough Hall and the associated community event at the Senior Center, consistent with prior years. The proposed date for the event is Saturday, February 7, 2026, at 3:30 to 5:30 p.m. The speaker also respectfully requested that the Council consider approving the event on a multi-year basis to avoid the need for annual reapproval and expressed appreciation to the Council and Borough for fostering an inclusive and welcoming community.

Chandra emphasized the importance of cultural events in bringing the Bogota community together. She noted that previous Council support for Ramadan observances made Muslim residents feel welcomed and included, expressed concern that this year's process felt different, and reiterated that Ramadan is a religious and cultural observance focused on prayer, charity, and community. She requested that the Council approve the Ramadan Crescent Lighting and Senior Center event as done in prior years.

Angie noted that the Ramadan celebration has historically been inclusive, welcoming children and families of all backgrounds, and encouraged the Council to continue supporting the tradition to promote learning, togetherness, and cultural understanding.

Jen McCauley spoke in support of approving the Ramadan event at the Senior Center, noting that February weather conditions make an indoor location more appropriate. She emphasized the value of cultural exchange and maintaining community traditions that bring residents together.

Mara Suri spoke in favor of the Ramadan event, highlighting the children's activities and crafts and the need for adequate indoor space. She shared positive experiences from prior years and encouraged community participation.

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

COUNCIL RESPONSE TO CITIZEN REMARKS

Mayor Fede The Council previously approved the dates for Ramadan observances at a prior meeting and the discussion centered primarily on the location of the event. It was noted that the Borough hosts many community events throughout the year and that safety and logistics are always considered. The Council further noted that the Ramadan event at the Senior Center was included on the consent agenda for approval, consistent with prior years.

She also shared her continued support for the Muslim community as Mayor of Bogota. Her commitment has been reflected through what she hopes has been consistent presence and engagement. She invited two Muslim women to run for office; one made it onto the ballot before being persuaded to withdraw. She attended both county iftars as the only mayor in the county present, participated in four Muslim Heritage Month events at Glen Pointe and the Rodda Center,

and attended all Bogota Ramadan celebrations plus she contributed food to last year's event. She has also been honored to be welcomed as a guest in their homes. She believes that showing up, listening, and participating can be meaningful ways to support our community, and she remains committed to continuing these efforts.

The council expressed support for the event.

INTRODUCTION OF ORDINANCES

Ordinance 1649 – Amend Ch 21A of the Bogota Code, entitled "Zoning"

Motion: Councilman Mitchell made a motion to introduce Ordinance 1649. Seconded by Councilmember McHale. All Councilmembers present voted yes.

Ordinance 1650 – Amend Ch 2 of the Bogota Code, entitled "Administration" – Repeal Section 2-16 of the Bogota Code, entitled "Rescue Squad" Mayor left the dias. Council President presided.

Motion: Councilwoman Carpenter made a motion to introduce Ordinance 1650. Seconded by Councilman McHale. All Councilmembers present voted yes.

Ordinance 1651 – Amend Ch 22A of the Bogota Code, Entitled "Affordable Housing Development Fees"

Motion: Councilwoman Carpenter made a motion to introduce Ordinance 1651. Seconded by Councilman Mitchell. All Councilmembers present voted yes.

Ordinance 1652 – Amend Ch 22B of the Bogota Code, Entitled "Affordable Housing"

Motion: Councilwoman Carpenter made a motion to introduce Ordinance 1652. Seconded by Councilwoman Vergara. All Councilmembers present voted yes.

CONSENT AGENDA

Resolutions

2026-50 EAP Agreement

2026-51 Re-Appointing Class I Special Law Enforcement Officer (SLEO I) - Robert Foster

2026-52 Appointing New Class I Special Law Enforcement Officer (SLEO I) - Gregory Macnish

2026-53 Police Department Dispatch – Hiring of F/T Telecommunicator – Skyla Ortiz

2026-54 Removed

2026-55 Hire Philip Conte as Part-Time Rec Director

2026-56 Removed

2026-57 Agreement and Proposal for Professional Services - Elmwood Ave. and Linwood Ave.

2026-58 Bergen County CDBG – Cypress Ave Grant Agreement

2026-59 Professional Appointment – Accenture - Borough's Representation for Capital Projects

2026-60 Professional Appointment – Bilow Garrett – Borough Architect

2026-61 Professional Appointment – Tax Appeal Appraiser – AAG
2026-62 Setting 2026 Salaries for Certain Non-Union & Supervisory Personnel
2026-63 Approve Appointment of Shade Tree Secretary – Melissa Baque
2026-64 Authorizing the Ramadan Community Event at the Senior Center/Borough Hall
2026-65 Professional Services Proposal – Delta Environmental Services LLC – Olsen Park Improvements Project

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

Resolution to be Voted on Separately

PC26-01 Payment of Claims

Motion: Councilwoman Carpenter made a motion to approve PC26-01. Seconded by Councilwoman Vergara. Council President Kohles recused herself on any items related to the DPW or Superintendent Kohles, voted no on Purchase Order 26301-Enterprise, and voted yes on the remainder of items. Councilwoman Carpenter voted no on Purchase Order 26301-Enterprise and yes on the remainder of items. Councilman Hordern recused himself on any items related to the Bogota Fire Department and voted yes on the remainder of items. Council members McHale, Mitchell, and Vergara voted yes.

Approvals

1. Re-Org Meeting Minutes – January 1, 2026

Motion: Councilmember Carpenter made a motion to approve the Re-Org Meeting Minutes – January 1, 2026. Seconded by Council President Kohles. All Councilmembers present voted yes except for Councilmember Vergara, who recused herself.

2. Sine Die Meeting Minutes – January 1, 2026

Motion: Councilmember Hordern made a motion to approve the Sine Die Meeting Minutes – January 1, 2026. Second, by Councilmember Mitchell. All Councilmembers present voted yes except for Councilmember Vergara, who recused herself.

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

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

A resident addressed the Council regarding community engagement and ways to minimize neighborhood impacts related to events along Larch Ave and surrounding areas.

A resident expressed appreciation for the Council's efforts and willingness to work collaboratively on solutions concerning Larch Ave.

Rebecca Foster thanked Municipal Clerk Yenlys Flores-Bolivard for her outstanding service.

Andy Fede expressed appreciation for the Clerk's professionalism and historic role as the Borough's first Latina Clerk.

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

COUNCIL RESPONSE TO 2nd CITIZEN REMARKS

[No response recorded]

REPORTS

Mayor Fede attended the Menorah Lighting ceremony under very cold weather conditions and thanked Councilwoman Carpenter for also attending. She encouraged Council members to attend community events, noting their importance and value to residents. She announced that the Planning Board Secretary has submitted a resignation effectively at the end of February. The position has historically been filled by a Borough employee as an additional duty and encouraged anyone interested, or who knows a qualified candidate, to contact the Borough. The Planning Board will be hearing an application for the Delta gas station located at 151 West Fort Lee Road, which is requesting approval to expand its gasoline pumps. Community input is welcomed on the application. The Borough is receiving its \$125,000 annual grant for the Bogota Advisory Committee on Substance Abuse, and she emphasized the need for greater community involvement, including participation from residents, students, and volunteers. She encouraged residents to offer support through attendance, advocacy, and social media engagement to help promote programs and events funded through the grant. She attended a Library Board meeting, where salary matters involving the Director and circulation staff were resolved. The library has retained a consultant to work on capital improvement planning for future facility enhancements. She attended a community mocktail event, complimented the offerings, and raised concern regarding the Library front door issue, which had already been brought to the attention of the appropriate personnel. She intends to circulate a reminder regarding decorum and conduct among governing body members at a future meeting and encouraged Council members to review and refresh their understanding of those guidelines.

Council President Kohles reported on Board of Education leadership, Fire Department statistics, complaints, County updates, and revenue trends.

Councilwoman Carpenter spoke on the Board of Health, public health trends, Women's Health Clinic operations, and DPW staffing.

Councilman Hordern updated those present on recreation programs and behavioral concerns at sporting events and commended the DPW storm response.

Councilman McHale reported on municipal finances, property maintenance, police statistics, utility projects, and flood mitigation correspondence. He congratulated the Municipal Clerk,

wished her the best of luck, and thanked her for the great service she provides to Bogota residents.

Councilman Mitchell discussed Planning Board appointments and thanked the Municipal Clerk for her service to the town and residents. He thanked the Municipal Clerk for everything she did for Bogota and wished her the best.

Councilwoman Vergara reported on staffing needs and hiring plans. She wished the Municipal Clerk the best of luck.

Borough Administrator O'Malley provided updates on staffing, revenue, Senior Center improvements, and expressed gratitude for the Municipal Clerk.

Borough Attorney Betesh advised that certain matters would be discussed in Closed Session and provided information on Ordinance 21A.

Borough Clerk Flores-Bolivard reported on Board of Health matters, transition preparation, and expressed gratitude for the opportunity to serve the Borough for 10 years. She thanked all administrators past and present, and Mayor Kelemen as her first Mayor and current Mayor Fede. "Mayor, it has been the honor of my life to work with the first female Mayor," she said. She thanked all the Council members for the opportunity to work in the town and serve as the Clerk. To all Bogota residents, she thanked all the Borough employees for their support over the past 10 years and especially Eileen Hennessy, who was her role model from day one. "I might not be the best Clerk in Bergen County, but I am the best in Bogota. Thank you all. Bogota will always be home to me."

CLOSED EXECUTIVE SESSION

Resolution No. 2026-66C – Authorizing Meeting Not Open to the Public, Pursuant to NJSA 10:4-12 (Litigation)

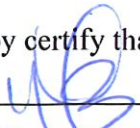
Motion: Councilmember Vergara made a motion to adopt Resolution 2026-66C to enter closed session to discuss litigation. Second, by Councilmember Mitchell. The motion passed with a voice vote.

Motion: Councilmember Carpenter made a motion to enter open session. Seconded by Council President Kohles. The motion passed with a voice vote.

ADJOURNMENT

There being no further business before the governing body, Councilmember Mitchell made a motion to adjourn the meeting, which was seconded by Councilmember Hordern. The motion passed with a voice vote at 9:45 PM.

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



Yenlys Flores-Bolivard, Clerk



BOROUGH OF BOGOTA

ORDINANCE NO. 1649

INTRODUCTION

DATE: 01-15-26

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

AN ORDINANCE AMENDING CHAPTER 21A OF THE BOGOTA CODE, ENTITLED "ZONING"

WHEREAS, Chapter 21A of the Bogota Code, entitled "Zoning", sets forth the zoning and development regulations applicable within the Borough, and;

WHEREAS, the Mayor and Council seek to amend the language in Chapter 21A to conform it to the terms of a settlement reached between the Borough of Bogota and Fair Share Housing Center.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 21A of the Bogota Code is hereby amended, revised and supplemented as follow:

SECTION 1: ESTABLISHMENT OF A NEW SECTION 21A-10.17, ENTITLED "AHO-1 AFFORDABLE HOUSING OVERLAY ZONE"

A new Section 21A-10.17 is hereby established, entitled "AHO-1 Affordable Housing Overlay Zone" which shall read as follows:

§ 21A-10.17 AHO-1 Affordable Housing Overlay Zone.

- a. Properties Included. The AHO-1 Affordable Housing Overlay Zone shall include the following properties:
 - Block 45, all lots.
 - Block 60, all lots.
- b. Principal Permitted Uses. In the AHO-1 Affordable Housing Overlay Zone, in addition to any use permitted in the underlying zone district, the following uses are permitted:
 - Multifamily residential development.
 - Mixed-use development.



- c. Permitted Accessory Uses. Off-street parking, recreation facilities, fences and walls, signs, and other customary accessory uses which are clearly incidental to the principal use.
- d. Area and Bulk Requirements.
 - 1. Minimum Lot Area: 10,000 square feet.
 - 2. Minimum Lot Width: 75 feet.
 - 3. Minimum Front Yard: 0 feet.
 - 4. Minimum Side Yard: 0 feet.
 - 5. Minimum Rear Yard: 15 feet.
 - 6. Maximum Density: 15 dwelling units per acre.
 - 7. Minimum Building Coverage: 75 percent.
 - 8. Maximum Imperious Coverage: 90 percent.
 - 9. Maximum Building Height: 3 stories/40 feet.
- e. Affordable Housing Requirements. Low- and moderate-income dwelling units shall be provided in accordance with this subsection. The minimum affordable housing set-aside shall be 20% of the dwelling units in the development. Low- and moderate-income housing units shall be governed by the standards set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and shall comply with any other relevant state statutes and regulations. All development including affordable dwelling units shall also be subject to Chapter 22B, Affordable Housing, of the Revised General Ordinances of the Borough of Bogota. In the event of any conflict between Chapter 22B, Affordable Housing, of the Revised General Ordinances of the Borough of Bogota and the regulations of the New Jersey Housing and Mortgage Finance Agency (HMFA), the HMFA regulations shall control.

SECTION 2: ESTABLISHMENT OF A NEW SECTION 21A-10.18, ENTITLED "AHO-2 AFFORDABLE HOUSING OVERLAY ZONE"

A new Section 21A-10.18 is hereby established, entitled "AHO-2 Affordable Housing Overlay Zone" which shall read as follows:

§ 21A-10.18 AHO-2 Affordable Housing Overlay Zone.

- a. Properties Included. The AHO-2 Affordable Housing Overlay Zone shall include the following properties:
 - Block 3, Lot 1
 - Block 3, Lot 1.01
 - Block 3, Lot 2



- b. Principal Permitted Uses. In the AHO-2 Affordable Housing Overlay Zone, in addition to any use permitted in the underlying zone district, the following uses are permitted:

Multifamily residential development.

Mixed-use development. Permitted uses on the ground floor of a mixed-use development shall include retail and service commercial uses.

- c. Permitted Accessory Uses. Off-street parking, recreation facilities, fences and walls, signs, and other customary accessory uses which are clearly incidental to the principal use.

- d. Area and Bulk Requirements.

1. Minimum Lot Area: 20,000 square feet.
2. Minimum Lot Width: 100 feet.
3. Minimum Front Yard: 25 feet.
4. Minimum Side Yard: 20 feet.
5. Minimum Rear Yard: 25 feet.
6. Maximum Density: 20 dwelling units per acre.
7. Minimum Building Coverage: 60 percent.
8. Maximum Imperious Coverage: 80 percent.
9. Maximum Building Height: 3 stories/40 feet.

- e. Affordable Housing Requirements. Low- and moderate-income dwelling units shall be provided in accordance with this subsection. The minimum affordable housing set-aside shall be 20% of the dwelling units in the development. Low- and moderate-income housing units shall be governed by the standards set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and shall comply with any other relevant state statutes and regulations. All development including affordable dwelling units shall also be subject to Chapter 22B, Affordable Housing, of the Revised General Ordinances of the Borough of Bogota. In the event of any conflict between Chapter 22B, Affordable Housing, of the Revised General Ordinances of the Borough of Bogota and the regulations of the New Jersey Housing and Mortgage Finance Agency (HMFA), the HMFA regulations shall control.

SECTION 3: INCONSISTENCY.

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



SECTION 4: 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, then such portions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 5: EFFECTIVE DATE.

This ordinance shall take effect twenty (20) days after the first publication thereof after final passage and filing with the Bergen County Planning Board.

CERTIFICATION

✓

ATTEST:

Borough Clerk

APPROVED:

Mayor

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of an Ordinance introduction adopted by the Borough of Bogota at a meeting held on 01-15-26.



BOROUGH OF BOGOTA

ORDINANCE NO. 1650

INTRODUCTION

DATE: 01-15-26

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

AN ORDINANCE AMENDING CHAPTER 2 OF THE BOGOTA CODE, ENTITLED "ADMINISTRATION"

WHEREAS, Chapter 2 of the Bogota Code sets forth the administrative rules and regulations applicable within the Borough; and,

WHEREAS, Section 2-16 of Chapter 2 sets forth the rules and regulations applicable to the Bogota Rescue Squad; and,

WHEREAS, following the recommendations of a report prepared by the Audit Committee established by the Mayor and Council on April 3, 2025, the Bogota Council adopted Resolution #2025-251 at its regularly scheduled meeting of December 4, 2025, which, *inter alia*, transferred the responsibilities of the Bogota Rescue Squad to the Bogota Fire Department; and,

WHEREAS, the Mayor and Council adopted Resolution #2025-263 at its regularly scheduled meeting of December 18, 2025, which appointed the members of the Bogota Rescue Squad as probationary members of the Bogota Fire Department; and,

WHEREAS, the aforementioned appointments were to facilitate the merger of the Bogota Rescue Squad's responsibilities with the Bogota Fire Department; and,

WHEREAS, the Mayor and Council wish to repeal Section 2-16 of Chapter 2 of the Bogota Code, since the responsibilities of the Bogota Rescue Squad have been transferred to the



Bogota Fire Department, and its members have been provided the option to join the Bogota Fire Department through its appointment as probationary members of that Department.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 2 of the Bogota Code is hereby amended, revised and supplemented as follows:

SECTION 1: REPEAL OF SECTION 2-16, ENTITLED "RESCUE SQUAD".

Section 2-16, entitled "Rescue Squad" is hereby repealed in its entirety.

SECTION 2: AMENDMENT TO SECTION 2-9, ENTITLED "VOLUNTEER TRUST"

Section 2-9.2, entitled "Trustees" is hereby amended, revised and supplemented as follows:

The trustees of the Bogota Volunteer Trust, Inc., shall consist of the following members:

- a.** The mayor, or his or her designee.
- b.** Two (2) members elected for an annual term by each of the following:
 - 1.** The volunteer fire department.
 - 2.** ~~The first aid squad.~~
 - 3.** ~~The rescue squad.~~

SECTION 3: SEVERABILITY.

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



SECTION 4: INCONSISTENCY.

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

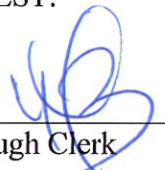
SECTION 5: EFFECTIVE DATE

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

CERTIFICATION

✓

ATTEST:



Borough Clerk

APPROVED:



Council President.

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 01-15-26.



BOROUGH OF BOGOTA

ORDINANCE NO. 1651

INTRODUCTION

DATE: 01-15-26

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

AN ORDINANCE AMENDING CHAPTER 22A OF THE BOGOTA CODE, ENTITLED "AFFORDABLE HOUSING DEVELOPMENT FEES"

WHEREAS, Chapter 22A of the Bogota Code sets forth the rules and regulations pertaining to the calculation and collection of affordable housing development fees in the Borough; and,

WHEREAS, the Mayor and Council seek to amend the language in Chapter 22A to conform it to the terms of a settlement reached between the Borough of Bogota and Fair Share Housing Center.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 22A of the Bogota Code is hereby deleted in its entirety and replaced with the following:

SECTION 1: AMENDMENT TO CHAPTER 22A, ENTITLED "AFFORDABLE HOUSING DEVELOPMENT FEES".

Chapter 22A, entitled "Affordable Housing Development Fees" is hereby deleted in its entirety and replaced with the following:

§ 22A-1. PURPOSE.

- In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to the then functioning Council on Affordable Housing's (COAH's) adoption of rules as amended from time to time and/or in accordance with the enacted legislation and/or in accordance with directives from the courts.
- Pursuant to P.L. 2008, c. 46, § 8 (N.J.S.A. 52:27D-329.2), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans.



Municipalities that were under the jurisdiction of the Council or court of competent jurisdiction and had a COAH-approved spending plan were able to retain fees collected from nonresidential development.

- c. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 were under the Court's jurisdiction and were subject to approval by the Court.
- d. Pursuant to P.L.2024, c. 2, the authority relating to rulemaking on the collection of residential and non-residential development fees is appropriately delegated to the Department of Community Affairs, following the abolition of COAH, effective March 20, 2024. As such, municipalities which have obtained or are in the process of seeking compliance certification may retain and expend these development fees.
- e. This article establishes standards for the collection, maintenance and expenditure of development fees pursuant to the regulations set forth in P.L. 2024, c. 2, N.J.S.A. 52:27D-301 et seq., N.J.A.C. 5:99-1 et seq. and as previously established in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38.

The purpose of this chapter is to establish standards for the collection, maintenance and expenditure of development fees pursuant to the above. Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing.

§ 22A-2. DEFINITIONS.

The following terms, as used in this chapter, shall have the following meanings:

ACT — The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.), as amended through P.L. 2024, c.2.

ADMINISTRATIVE AGENT — The individual or entity designated by the Borough and approved by the Division to administer affordable units in accordance with this chapter, the regulations of the amended Fair Housing Act (P.L.1985, c. (N.J.S.A. 52:27D-301 et seq.)), as designated pursuant to N.J.A.C. 5:99-7, and the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26 et seq.

AFFORDABLE — A sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.S.A. 52:27D-301 et seq., and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.7, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.13, as may be amended and supplemented.

AFFORDABLE HOUSING DEVELOPMENT — A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

AFFORDABLE HOUSING PROGRAM(S) — Any method of creating or preserving actual housing units available to low- and moderate-income households or creating a realistic opportunity for the construction of such units, and any mechanism in a municipal fair share plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE HOUSING MONITORING SYSTEM or AHMS — The Department of Community Affairs (DCA) or Department's cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments,



affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

AFFORDABLE UNIT — A housing unit proposed or created pursuant to the Fair Housing Act and approved for crediting by the court and/or funded through an affordable housing trust fund.

BOROUGH — The Borough of Bogota, in Bergen County, New Jersey..

COAH OR THE COUNCIL— The New Jersey Council on Affordable Housing, as previously established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*), prior to its abolition effective March 20, 2024 through P.L.2024, c.2.

COMPLIANCE CERTIFICATION — The certification issued to a municipality by a county-level housing judge pursuant to section 3 at P.L. 2024, c. 2, that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next affordable housing round begins, which is also known as a "judgment of compliance" resulting in an "order for repose." The term "compliance certification" includes a judgment of repose granted in an action filed pursuant to section 13 at P.L. 1985, c. 222 (N.J.S.A. 52:27D-313).

DCA or DEPARTMENT — The State of New Jersey, Department of Community Affairs.

DEVELOPER — The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE — Money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

DISPUTE RESOLUTION PROGRAM — The Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L. 2024, c.2 (N.J.S.A. 52:27D-313.2). The Dispute Resolution Program is established within the Executive Branch of the State, for the purpose of resolving disputes associated with the Fair Housing Act with respect to municipalities seeking to obtain a certification of compliance of their adopted Housing Element & Fair Share Plan.

DIVISION — The Division of Local Planning Services within the Department of Community Affairs.

EMERGENT OPPORTUNITY — A circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

EQUALIZED ASSESSED VALUE or EAV— The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of issuance of a building permit may be obtained by the Tax Assessor utilizing estimates for construction cost. Final equalized assessed value will be determined at project completion by the Municipal Tax Assessor.

FAIR SHARE OBLIGATION — The total of the present need and prospective need as determined by a court of competent jurisdiction.

GREEN BUILDING STRATEGIES — Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

HOUSING PROJECT — A project, or distinct portion of a project, which is designed and intended to provide decent, safe, and sanitary dwellings, apartments, or other living accommodations for persons of low- and moderate-income; such work or undertaking may include buildings, land, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare, or other purposes. The term "housing project" may also be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the



construction, reconstruction, alteration, and repair of the improvements, and all other work in connection therewith.

MIXED USE DEVELOPMENT — Any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities may be considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

MUNICIPAL AFFORDABLE HOUSING TRUST FUND — A separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing, barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

NEW JERSEY AFFORDABLE HOUSING TRUST FUND — An account established pursuant to N.J.S.A. 52:27D-320.

NON-RESIDENTIAL DEVELOPMENT

1. Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State Uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;
2. Hotels, motels, vacation timeshares, and child-care facilities; and
3. The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A. 52:27D-330 et seq.

NON-RESIDENTIAL DEVELOPMENT FEE — The fee authorized to be imposed pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7.)

PAYMENT IN LIEU OF CONSTRUCTING AFFORDABLE UNITS — The payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development.

REHABILITATION — The repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RESIDENTIAL DEVELOPMENT FEE — Money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

SPENDING PLAN — A plan to predict funds that will be paid into a municipality's affordable housing trust fund and to allocate how those funds will be spent to advance the interest of low and moderate income households subject to limitations required by law.

The definitions in the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.2 and N.J.A.C. 5:99 shall be applicable where a term is not defined. In the event of a discrepancy between a definition in this section and UHAC and N.J.A.C. 5:99, the current UHAC or N.J.A.C. 5:99 definition shall be applicable.

§ 22A-3. RESIDENTIAL DEVELOPMENT FEES.

Development fees assessed on new construction shall be based on the equalized assessed value of land and improvements. Development fees assessed on additions and alterations shall be based only on the



increase in equalized assessed value that results from the addition or alteration, the expansion, change to a more intense use, or replacement;

- a. Within all zoning districts, residential developers, except for developers of the types of development specifically exempted in § 22A-5 below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
- b. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) has been permitted, developers shall pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

§ 22A-4. NONRESIDENTIAL DEVELOPMENT FEES.

- a. The Borough shall impose, collect, retain, and expend fees collected from non-residential development in accordance with the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 through 40:55D-8.7 and this chapter.
- b. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee of 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
- c. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions or alterations to existing structures to be used for nonresidential purposes.
- d. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time the final certificate of occupancy is issued. If the calculation required under this subsection results in a negative number, the nonresidential development fee shall be zero.
- e. In all mixed-use projects, developers shall pay to the Borough the 2.5 percent fee generated by the non-residential component of the project unless an exemption of the Statewide Nonresidential Development Fee Act applies.
- f. In the event of any conflict between this ordinance and the Statewide Non-Residential Development Fee Act (SNDFA), the SNDFA shall apply

§ 22A-5. ELIGIBLE EXACTIONS, INELIGIBLE EXACTIONS AND EXEMPTIONS.

- a. The following types of developments are exempt from the imposition of residential and nonresidential development fees:
 1. Affordable housing developments, affordable housing developments where the affordable units are being provided elsewhere in the municipality, and developments where the developer has paid a payment in lieu of on-site construction for all the units in the project



shall be exempt from residential development fees. All other forms of new construction shall be subject to development fees, unless exempted below.

2. Developments that have received preliminary or final approval prior to the imposition of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Residential structures demolished and replaced as a result of a fire, flood, or any natural disaster or catastrophe shall be exempt from paying a development fee, even if the new structure has an increased equalized assessed value as compared to the previous structure.
4. The development fee shall not apply to the expansion of a single- or two-family home where the net increase in interior floor area is less than 15% of the existing structure. In no event shall the development fee be collected where the total increase in floor area is 500 square feet or less. Upon the request of the Zoning Officer, the property owner shall produce, within 30 days, a set of certified plans, signed by a licensed architect, confirming the amount of previously existing and as-built conditions.
5. Non-profit organizations that have received tax exempt status pursuant to the Internal Revenue Code, providing current evidence of that status is submitted to the municipal clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.
6. Federal, State, county, and local governments shall be exempt from paying a development fee.
7. All non-residential construction of buildings or structures on property used by churches, synagogues, mosques, and other houses of worship, and property used for educational purposes, that are tax-exempt pursuant to N.J.S.A. 54:4-3.6, shall be exempt from the imposition of a non-residential development fee pursuant to this section, provided that the property continues to maintain its tax exempt status pursuant to that statute for a period of at least three years from the date of issuance of the certificate of occupancy.
8. Parking lots and parking structures, regardless of whether the parking lot or parking structure is constructed in conjunction with a non-residential development, or whether the parking lot is developed as an independent non-residential development;
9. Any non-residential development that is an amenity to be made available to the public, including, but not limited to, recreational facilities, community centers, and senior centers that are developed in conjunction with, or funded by, a non-residential developer;
10. Non-residential construction resulting from a relocation of, or an on-site improvement to, a nonprofit hospital or a nursing home facility;



11. Projects that are located within a specifically delineated urban transit hub, as defined pursuant to N.J.S.A. 34:1B-208;
 12. Projects that are located within an eligible municipality, as defined pursuant to N.J.S.A. 34:1B-208, the Urban Transit Hub Tax Credit Act, when a majority of the project is located within a one-half mile radius of the midpoint of a platform area for a light rail system; and
 13. Projects determined by the New Jersey Transit Corporation to be consistent with a transit village plan developed by a transit village designated by the New Jersey Department of Transportation.
- b. A developer of a mixed use development shall be required to pay the non-residential development fee relating to the non-residential development component of a mixed use development subject to the provisions at N.J.S.A. 52:27D-329.1 et seq.
 - c. Non-residential construction connected with the relocation of the facilities of a for-profit hospital shall be subject to the fee authorized to be imposed pursuant to this section to the extent of the increase in equalized assessed valuation.
 - d. A developer of a non-residential development exempted from the non-residential development fee pursuant to this section shall be subject to that fee at such time as the basis for the exemption set forth in this subsection no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
 - e. If a property that was exempt from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees in these circumstances may be enforceable by the Borough as a lien against the real property of the owner.

§ 22A-6. COLLECTION OF FEES.

The Borough shall collect 100 percent of the development fee for residential and non-residential development prior to the issuance of the certificate of occupancy. 50% of the development fee will be collected at the time of issuance of the building permit. The remaining portion will be collected at, or prior to, the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy. Developers shall be notified of the fee by the Borough, including when payment is required to be made, at the time of land use board approval or application for a construction permit. After issuance of a building permit, the Construction Official shall refer the plans for the development to the Tax Assessor. The Tax Assessor shall certify to the Construction Official the final equalized assessed value in advance of the issuance of a certificate of occupancy by the Construction Official. The remaining portion of the development fee shall be adjusted to reflect any change in the estimated equalized assessed value so that the total of the two payments shall equal 100% of the total development fee based upon the final equalized assessed value.

§ 22A-7. CONTESTED FEES.

- a. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Collected fees shall be placed in an interest- bearing



escrow account by the Borough of Bogota. The local code enforcement official shall thereafter issue the certificate of occupancy provided that the construction is otherwise eligible for a certificate of occupancy. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 22A-8. AFFORDABLE HOUSING TRUST FUND.

- a. There is hereby created a separate, interest-bearing housing trust fund, in a bank utilized by the Borough for its ordinary business purposes, and maintained by the Chief Financial Officer of the Borough, for the purpose of depositing development fees collected from residential and nonresidential developers, any other payments made pursuant to this chapter from residential and nonresidential developers, and proceeds from the sale of units with extinguished controls. The Borough shall provide written authorization, in the form of a three-party escrow agreement between the Borough, the bank or other financial institution, and the Division, to permit the Division to direct the disbursement of the funds, as provided for at N.J.A.C. 5:99-5.6, shall be maintained at all times. This authorization shall be submitted to the Division within 21 days from the opening of the trust fund account and/or within 21 days of any change in banks or other financial institutions in which trust funds are deposited. Bogota's affordable housing trust fund shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Act and N.J.A.C 5:99-1 et seq. All development fees paid by developers pursuant to this chapter shall be deposited into this fund. The Borough shall identify the funds on its monitoring report pursuant to N.J.A.C. 5:99-5 and include a plan for the use of the funds in its spending plan.
- b. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 1. Payments in lieu of on-site construction of affordable units;
 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible (barrier-free escrow funds);
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Enforcement fines
 8. Unexpended RCA funds remaining from a completed RCA project
 9. Any other funds collected in connection with the Borough of Bogota's affordable housing program



§ 22A-9. USE OF FUNDS.

- a. Funds deposited in the housing trust fund may be used for any eligible activity as set forth in the amended Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), N.J.A.C. 5:99-2, and for any housing activity as approved by the Dispute Resolution Program pursuant to N.J.S.A. 52:27D-329.2.a(4) to address the municipal fair share or by the Division pursuant to N.J.S.A. N.J.A.C. 5:99-4. Such activities include, but are not limited to:
1. A rehabilitation program whose purpose is to renovate deficient housing units that are occupied by low- and moderate-income households, in accordance with the New Jersey State Housing Code, N.J.A.C. 5:28, or the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6, as applicable, and costs related to the rehabilitation of the unit. Any recaptured funds from a rehabilitation program shall be deposited into the Borough's affordable housing trust fund and subject to the provisions thereof;
 2. New construction of affordable housing units and related development costs; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;
 3. Creation of a market to affordable program to pay down the cost of unrestricted units and offer them in sound condition, for sale or rent, at affordable prices to low- and moderate-income households to address all or a portion of the affordable housing obligation;
 4. Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments, costs shall be prorated based on the proportion of affordable housing units included in the development;
 5. RCAs, approved prior to July 17, 2008;
 6. Acquisition and/or improvement of land to be used for affordable housing;
 7. Accessory dwelling units;
 8. The extension of expiring controls;
 9. The construction of group homes and supportive and special needs housing;
 10. Maintenance and repair of affordable housing units;
 11. To defray the costs of structured parking; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;
 12. Affordability assistance in accordance with N.J.A.C. 5:99-2.5;
 13. Repayment of municipal bonds issued to finance low- and moderate-income housing activity;
 14. Any other activity as specified in the approved spending plan or as approved by the Division as an emergent affordable housing opportunity; or



15. Any other activity approved by the Division.
- b. Until a new spending plan is approved pursuant to the declaratory judgement action filed in accordance with the amended Fair Housing Act, the Borough shall be entitled to expend funds from the housing trust fund in accordance with the approved spending plan dated March 2018 in conjunction with the Borough's application for approval for Round 3 or in accordance with the Fair Housing Act as amended in March 2024. Thereafter, funds shall not be expended to reimburse the Borough for activities that occurred prior to the authorization of the Borough to collect development fees; on attorney fees or court costs to obtain a judgment of compliance or order of repose, including any associated administration costs; on any costs in connection with a challenge to a determination of the Borough's fair share obligation; on any costs in connection with a challenge to the Borough's obligation, housing element, or fair share plan.
 - c. At least 20% of all development fees collected and interest earned shall be used to provide affordability assistance to very-low-, low- and moderate-income households in affordable units included in the Municipal Fair Share Plan pursuant to N.J.S.A. 52:27D-329.1 and in accordance with N.J.A.C. 5:99-2.5.. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of regional median income by region.
 - 1. Affordability assistance programs may include downpayment assistance, security deposit assistance, low-interest loans, and rental assistance.
 - 2. Affordability assistance to households earning 30% or less of regional median income may include offering a subsidy to developers of inclusionary or 100 percent affordable housing developments or buying down the cost of low- or moderate-income units in the Municipal Fair Share Plan to make them affordable to households earning 30% or less of regional median income, including special needs and supportive housing opportunities.
 - d. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement. The Borough may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance or any program or activity for which the Borough expends development fee proceeds, in accordance with N.J.S.A. 52:27D-301 *et seq.* and N.J.A.C. 5:99-1 *et seq.*
 - e. No more than 20% of the revenues collected from development fees each year shall be expended on administration in accordance with N.J.A.C. 5:99-2.4. Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Program, including, but not limited to, the costs to the Borough of resolving a challenge pursuant to the Program. Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist



management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements. The proportion of a municipal employee's salary related to the MHL or RCA administrator functions and fees for required educational programs, may be paid as an administrative expense from the municipal affordable housing trust fund.

§ 22A-10. MONITORING.

Bogota shall comply with the monitoring and reporting requirements set forth in N.J.S.A. 52:27D-329.2 and N.J.S.A. 52:27D-329.4, and as set forth at N.J.A.C. 5:99-5.

SECTION 2: SEVERABILITY.

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

SECTION 3: INCONSISTENCY.

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

SECTION 4: 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 01-15-26.



BOROUGH OF BOGOTA

ORDINANCE NO. 1652

INTRODUCTION

DATE: 01-15-26

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

AN ORDINANCE AMENDING CHAPTER 22B OF THE BOGOTA CODE, ENTITLED "AFFORDABLE HOUSING"

WHEREAS, Chapter 22B of the Bogota Code sets forth the rules and regulations pertaining to affordable housing in the Borough; and,

WHEREAS, the Mayor and Council seek to amend the language in Chapter 22B to conform it to the terms of a settlement reached between the Borough of Bogota and Fair Share Housing Center.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bogota, that Chapter 22B of the Bogota Code is hereby deleted in its entirety and replaced with the following:

SECTION 1: AMENDMENT TO CHAPTER 22B, ENTITLED "AFFORDABLE HOUSING"

Chapter 22B, entitled "Affordable Housing" is hereby deleted in its entirety and replaced with the following:

§ 22B-1. COMPLIANCE WITH REQUIREMENTS FOR AFFORDABLE HOUSING

§ 22B-1.1. Purpose.

The purpose of this section is to provide for and regulate affordable housing in the Borough of Bogota to address the Borough's constitutional obligation to provide for its fair share of low- and moderate-income housing as directed by the Administrative Director of the Courts and as stipulated by P.L.2024, c. 2 and N.J.S.A. 52:27D-301 *et seq.* (the amended Fair Housing Act). N.J.A.C. 5:99-1 *et seq.*, as amended and supplemented, establishes procedures to be used by municipalities in addressing and implementing the requirements set forth in the Amended Fair Housing Act. P.L. 2024, c.2 also established the Affordable Housing Dispute Resolution Program ("Dispute Resolution Program"), which provides a new process for municipalities to come into constitutional compliance with their affordable housing obligations. This chapter is intended to assure compliance with the foregoing provisions and with the regulations of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.*, as amended and supplemented,



including provisions for unit affordability controls as well as eligibility for low- and moderate-income households. This chapter shall apply except where inconsistent with applicable law.

§ 22B-1.2. Definitions.

The following terms, when used in this section, shall have the meanings given in this subsection:

ACT — The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.), as amended through P.L. 2024, c.2.

ADAPTABLE — Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT — The individual or entity designated by the Borough and approved by the Division as pursuant to N.J.A.C. 5:99-7, responsible for the administration of affordable units in accordance with this section, and as set forth within N.J.S.A. 52:27D-321 and UHAC (N.J.A.C. 5:80-26.1 et seq.).

AFFIRMATIVE MARKETING — A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

AFFORDABILITY AVERAGE — The average percentage of regional median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE — A sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.S.A. 52:27D-301 et seq. and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.7, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.13, as may be amended and supplemented.

AFFORDABLE HOUSING DEVELOPMENT — A development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Borough's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

AFFORDABLE HOUSING PROGRAM(S) — Any method of creating or preserving actual housing units available to low- and moderate-income households or creating a realistic opportunity for the construction of such units, and any mechanism in a Municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE HOUSING MONITORING SYSTEM or AHMS — The Department of Community Affairs (DCA) or Department's cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

AFFORDABLE UNIT — A housing unit proposed or created pursuant to the Act and approved for crediting by the court and/or funded through an affordable housing trust fund.

AGE-RESTRICTED UNIT — A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population where the adult member of the family who is the head of the household for the purposes of determining income eligibility and rent is a minimum age of either 62 years, or 55 years and meets the provisions of 42 U.S.C. §§ 3601 through 3619, except that due to death, a surviving spouse of less than 55 years of age is permitted to continue to reside in the unit.

AGENCY — The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

ALTERNATIVE LIVING ARRANGEMENTS — A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the



developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE — A facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

BARRIER-FREE ESCROW — The holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

BOROUGH — The Borough of Bogota, in Bergen County, New Jersey.

CERTIFIED HOUSEHOLD — A household that has been certified by an administrative agent as a very-low-income household, low-income household or moderate-income household.

CHOICE — The no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

COAH OR THE COUNCIL — The Council on Affordable Housing, as previously established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) or the Superior Court of the State of New Jersey pursuant to the New Jersey Supreme Court case known as "Mount Laurel IV.", abolished effective March 20, 2024 pursuant to Section 3 at through P.L.2024, c.2 (N.J.S.A. 52:27D-304.1).

COMPLIANCE CERTIFICATION — The certification issued to a municipality by the Dispute Resolution Program or by a county-level housing judge pursuant to section 3 at P.L. 2024, c. 2, that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next affordable housing round begins, which is also known as a "judgment of compliance" resulting in an "order for repose." The term "compliance certification" includes a judgment of repose granted in an action filed pursuant to section 13 at P.L. 1985, c. 222 (N.J.S.A. 52:27D-313).

COMPLIANT MUNICIPALITY — A municipality that is in the process of seeking compliance certification pursuant to the directives issued by the Administrative Office of the Courts, has obtained compliance certification, or who has filed for, or has obtained, a Judgment of Compliance, Order for Repose, or other court approval pursuant to the Act.

CONSTRUCTION — New construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217 (N.J.S.A. 52:27D-119 et seq.).

CONTINUUM OF CARE or CoC — One of the 16 local planning bodies in New Jersey that coordinate service providers and other interested parties to prevent and end homelessness, as authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act of 1987, 42 U.S.C. §§ 11431 through 11435.

COUNTY-LEVEL HOUSING JUDGE — A judge appointed pursuant to section 5 of P.L. 2024, c.2 (N.J.S.A. 52:27D-313.2), to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal fair share plans and housing elements with the Act.

DCA or DEPARTMENT — The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT — A housing unit with health and safety code violations that requires the repair or replacement of a major system. A "major system" includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load-bearing structural systems.

DEVELOPER — Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development, including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.



DEVELOPMENT — The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

DEVELOPMENT APPLICATION — The application form and all accompanying documents required by ordinance for approval of a subdivision plat, a site plan, planned development, conditional use, zoning variance, or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or 40:55D-36.

DISPUTE RESOLUTION PROGRAM - The Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L. 2024, c.2 (N.J.S.A. 52:27D-313.2). The Dispute Resolution Program is established within the Judiciary of the State, for the purpose of resolving disputes associated with the Fair Housing Act with respect to municipalities seeking to obtain a certification of compliance of their adopted Housing Element & Fair Share Plan.

DIVISION — The Division of Local Planning Services in DCA.

EMERGENT OPPORTUNITY — A circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

EQUALIZED ASSESSED VALUE OR EAV — The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

EXCLUSIONARY ZONING LITIGATION — Litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder's remedy.

EXTENSION OF EXPIRING CONTROLS — Extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

FAIR SHARE OBLIGATION or AFFORDABLE HOUSING OBLIGATION — The total of the present need and prospective need as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

FAIR SHARE PLAN — The plan that describes the mechanisms, strategies and the funding sources, if any, by which the Borough proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of P.L.1985, c.222 (N.J.S.A. 52:27D-301 et seq.).

HOUSING ELEMENT — The portion of the Borough's Master Plan, required by the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.S.A. 52:27D-301 et seq., and establishes the Borough's fair share obligation.

HOUSEHOLD INCOME — A household's gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

HOUSING PROJECT — A project, or distinct portion of a project, which is designed and intended to provide decent, safe, and sanitary dwellings, apartments, or other living accommodations for persons of low- and moderate-income; such work or undertaking may include buildings, land, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare, or other purposes. The term "housing project" may also be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the



construction, reconstruction, alteration, and repair of the improvements, and all other work in connection therewith.

HOUSING REGION — A geographic area established pursuant to N.J.S.A. 52:27D-304.2b

INCLUSIONARY DEVELOPMENT — A development containing both affordable units and market-rate units, in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households. This term includes, but is not limited to: new construction, the conversion of a nonresidential structure to residential use, and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

JUDGMENT OF COMPLIANCE OR JUDGMENT FOR REPOSE — A determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

LOW-INCOME HOUSEHOLD — A household with a household income equal to 50% or less of the regional median income.

LOW-INCOME UNIT — A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM — The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building, which include, but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load-bearing structural systems.

MARKET-RATE UNITS — Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MODERATE-INCOME HOUSEHOLD — A household with a household income in excess of 50% but less than or equal to 80% of the regional median income.

MODERATE-INCOME UNIT — A restricted unit that is affordable to a moderate-income household.

MONI — The no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

MULTIFAMILY UNIT — A structure containing five or more dwelling units.

MUNICIPAL HOUSING LIAISON or MHL — An appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality, and oversight of the authorization of individuals being provided access to the AHMS.

MUNICIPAL HOUSING TRUST FUND — A separate, interest-bearing, account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing, barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and as governed at N.J.A.C. 5:99-2.

NEW CONSTRUCTION — The creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

NONEXEMPT SALE — Any sale or transfer of ownership of a restricted unit to one's self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a Class A beneficiary; and the transfer of ownership by court order.



ORDER FOR REPOSE — The protection a municipality has from a builder's remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

PAYMENT IN LIEU OF CONSTRUCTING AFFORDABLE UNITS — The payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development.

PRESENT NEED — The number of substandard existing deficient housing units in the municipality currently occupied by low- and moderate-income households, which is calculated pursuant to N.J.S.A. 52:27D-329.1 et seq. Also known as the "rehabilitation obligation."

PRICE DIFFERENTIAL — The difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

PRIOR ROUND UNIT — A housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

RANDOM SELECTION PROCESS — A lottery process by which currently income-eligible households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans' preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

REGIONAL ASSET LIMIT — The maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by duly adopted regional income limits published annually by the Affordable Housing Professionals of New Jersey or an entity approved by the court.

REGIONAL CONTRIBUTION AGREEMENT or RCA — A contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into prior to July 18, 2008, to transfer a portion of a municipality's affordable housing obligation to another municipality within its housing region.

REGIONAL MEDIAN INCOME — The median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

REHABILITATION — The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT — The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA



for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT — A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

UHAC — The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq., as amended and supplemented.

UHORP — The Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

VERY-LOW-INCOME HOUSEHOLD — A household with a household income less than or equal to 30% of the regional median income.

VERY-LOW-INCOME UNIT — A restricted unit that is affordable to a very-low-income household.

VETERAN — A veteran as defined at N.J.S.A. 54:4-8.10.

VETERANS' PREFERENCE — The agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

WEATHERIZATION — Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

95/5 RESTRICTION — A deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the first non-exempt sale following the expiration of the deed restriction.

The definitions in the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.2 shall be applicable where a term is not defined. In the event of a discrepancy between a definition in this section and UHAC, the current UHAC definition shall be applicable.

§ 22B-1.3. Applicability.

The provisions of this section shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of Bogota pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.

The regulations of the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. shall be applicable to such affordable housing units. In the event of a discrepancy between a regulation in this Chapter and UHAC, the applicable UHAC regulation shall be applicable.

§ 22B-1.4. Programs to Address Present Need.

The Borough of Bogota has determined that it will use the following mechanisms to satisfy its present need affordable housing obligations:

- a. Rehabilitation program.
 1. Bogota shall continue to participate in the Bergen County Home Improvement Program (HIP), including marketing the program in physical and digital formats.
 2. Bogota shall continue to participate in the County of Bergen CDBG rehabilitation program, which shall be designed to renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28 and the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6, as applicable.



3. All rehabilitated units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.
4. The Borough of Bogota shall designate, subject to the approval of the Division, one or more administrative agents to administer the rehabilitation program in accordance with N.J.A.C. 5:99. The administrative agent(s) shall provide a rehabilitation manual for the owner occupancy rehabilitation program and a rehabilitation manual for the rental-occupancy rehabilitation program to be adopted by resolution of the governing body and subject to approval of the Dispute Resolution Program. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the administrative agent(s).
5. Units in a rehabilitation program shall be exempt from the Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:
 - (a) If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to the Court and UHAC.
 - (b) If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to the UHAC.
 - (c) Rents in rehabilitated units may increase annually based on the standards established by UHAC.
 - (d) Applicant and/or tenant households shall be certified as income-eligible in accordance with the UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

§ 22B-1.5. Inclusionary Zoning.

- a. The regulations of the AHO-1 and AHO-2 Affordable Housing Overlay Zones are set forth in § 21A-10.17 and § 21A-10.18.
- b. Borough-wide Mandatory Setaside.

Notwithstanding the provisions of subsection 22B-1.5a, or any other section in this Chapter, any residential development consisting of five or more dwelling units, at a density above six units per acre, shall reserve at least 20% of the units in the project for low- and moderate-income households.

§ 22B-1.6. Alternative Living Arrangements.

- a. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:99, and UHAC, with the following exceptions:



1. Affirmative marketing (N.J.A.C. 5:80-26.16). Unless stated otherwise, supportive housing units, including group homes, must comply with the affirmative marketing requirements of their respective sponsoring programs, where applicable; provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Division.
 2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4), with the exception of supportive housing units whose sponsoring program determines the unit arrangement, where applicable.
- b. With the exception of units established with capital funding through a twenty-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least thirty-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Dispute Resolution Program or the Division.
1. The service provider for the alternative living arrangement shall act as the administrative agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§ 22B-1.7. Phasing Schedule for Inclusionary Zoning.

- a. Inclusionary developments shall adhere to the project phasing requirements as set forth in UHAC, N.J.A.C. 5:80-26.1 et seq, as amended and supplemented.

§ 22B-1.8. New Construction.

The required income and bedroom distributions of affordable housing units, as well as additional applicable standards, shall be as set forth in UHAC, N.J.A.C. 5:80-26.1 et seq, as amended and supplemented.

- a. Low/moderate split and bedroom distribution of affordable housing units:
 1. The fair share obligation shall be divided equally between low- and moderate-income units; except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13% of all restricted rental units shall be very-low-income units (affordable to a household earning 30% or less of regional median income). The very-low-income units shall be counted as part of the required number of low-income units within the development.
 2. At least 25% of the obligation shall be met through rental units, including at least half in rental units available to families.
 3. A maximum of 30% of the Borough's obligation may be met with age-restricted units. At least half of all affordable units in the Borough's plan shall be available to families.
 4. Unless otherwise approved pursuant to 7. below, in each affordable development, the following income distribution requirements must be satisfied by all of the restricted units in the development as well as by, considered in isolation, the restricted units that are age-restricted, the restricted units that are supportive housing, and the restricted units that are neither age-restricted nor supportive housing:



- (a) At least 50 percent of all restricted units are low-income or very-low-income units;
 - (b) At least 50 percent of all restricted efficiency or one-bedroom units, rounded up or down to the nearest whole number in either direction, are low-income units or very-low-income units;
 - (c) At least 50 percent of all restricted two-bedroom units, rounded up or down to the nearest whole number in either direction, are low-income units or very-low-income units;
 - (d) At least 50 percent of all restricted three-bedroom units are low-income units or very-low-income units;
 - (e) At least 50 percent of all restricted units with four or more bedrooms, rounded up or down to the nearest whole number in either direction, are low-income units or very-low-income units; and
 - (f) Any very-low-income units are distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count. For example, if half of the restricted units are two-bedroom units, then half of the very-low-income units should be two-bedroom units.
5. Unless otherwise approved pursuant to 7. below, in each affordable development, restricted units that are not age-restricted or supportive housing must be structured in conjunction with realistic market demands such that:
- (a) At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - (b) Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - (c) No more than 20 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are efficiency or one-bedroom units;
 - (d) At least 30 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are two-bedroom units;
 - (e) At least 20 percent of all restricted units, rounded up or down to the nearest whole number in either direction, are three-bedroom units; and
 - (f) The remainder of the restricted units, if any, are allocated at the discretion of the developer in accordance with the Borough's housing element and fair share plan.
6. Unless otherwise approved pursuant to 7. below, in each affordable development, restricted units that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangement, must be structured such that, at a minimum, the number of bedrooms within the restricted units equals the number of restricted units. For example, the standard may be met by creating a



two-bedroom unit for each efficiency unit. In affordable developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must compose at least five percent of those restricted units..

7. The requirements of 4., 5., and 6. above must be satisfied by all restricted units in the Borough, considered in the aggregate. The individual requirements of 4., 5., and 6. above may be waived or altered for a specific affordable development with written approval from the Division if such waiver or alteration would not result in a material deviation from the municipal housing element and fair share plan. Any waiver or alteration that would result in a material deviation from the municipal housing element and fair share plan must receive written approval from a county-level housing judge.

b. Accessibility requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7, and the following:
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor; and
 - (b) An adaptable kitchen on the first floor; and
 - (c) An interior accessible route of travel on the first floor; and
 - (d) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - (e) If not all of the foregoing requirements in Subsection b2(a) through (d) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit; but if all of the terms of Subsection b2(a) through (d) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
 - (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that Bogota has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - (1) Where a unit has been constructed with an adaptable entrance, upon the request of a person with disabilities who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (2) To this end, the builder of restricted units shall deposit funds within the Borough of Bogota's Affordable Housing Trust Fund sufficient to install



accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

- (3) The funds deposited under Subsection b2(f)(2) above shall be used by the Borough of Bogota for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- (4) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of Bogota for the conversion of adaptable to accessible entrances.
- (5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's Affordable Housing Trust Fund in care of the Borough Chief Financial Officer, who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
- (6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

c. Design:

1. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
2. The occupancy standards set forth at N.J.A.C. 5:80-26.5 shall be applicable regarding the design of proposed affordable housing developments.

d. Maximum rents and sales prices:

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD .
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of regional median income; however, municipalities may permit a maximum rent affordable to households earning no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units. In such developments, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent of the restricted units. The average rent for restricted



rental units shall be affordable to households earning no more than 52% of regional median income.

3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for very-low-income, low-income and moderate-income units, provided that at least 13% of all restricted rental units shall be affordable to very-low-income households (earning 30% or less of the regional median household income), with at least half of such units made available for very-low-income families with children. Such very-low-income units shall be counted toward the minimum 50% low-income requirement to be made available for occupancy by low-income households to address the Borough's prospective need obligation. Nothing in this subsection precludes the Borough from requiring affordable developments to have at least 13 percent of restricted units be affordable to and reserved for very-low-income households.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of regional median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.
5. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one-and-one-half-person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four-and-one-half-person household;
and
 - (e) A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one-and-one-half-person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.



7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), taxes, homeowner and private mortgage insurance and realistic condominium or homeowner association fees, do not exceed 30% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
8. The administrative agent shall set the initial rent for a restricted rental unit. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. For assisted living units, the combined cost of rent, food, and services may not exceed 80 percent of the eligible monthly income of the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.4.
9. The maximum resale price for a restricted ownership unit, if the resale occurs prior to the one-year anniversary of the date on which title to the unit was first transferred to a certified household, is the initial purchase price. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." The maximum allowable rent increase for the year will be effective as of the same date as the regional median income limits determined pursuant to N.J.A.C. 5:80-26.3. This rent increase may not exceed five percent in any one year and notice thereof must be filed with the administrative agent. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.

§ 22B-1.9. Utilities.

- a. Affordable units shall utilize the same type of cooling and heating sources as market units within an inclusionary development.
- b. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program. For units constructed with State funding, an alternate utility allowance approved by DCA or the Agency



must be used. For units that receive ENERGYSTAR certification, a utility allowance calculated according to an energy consumption model provided by an energy consultant with an active registration with the New Jersey Board of Public Utilities must be used, subject to approval by the administrative agent.

§ 22B-1.10. Occupancy Standards.

The occupancy standards set forth at N.J.A.C. 5:80-26.5 shall be applicable.

- a. In referring certified households to specific restricted units, the administrative agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:
 1. Provide at least one occupant for each bedroom, except for age-restricted units;
 2. Provide a bedroom for every two adult occupants;
 3. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 4. Avoid placing a one-person household into a unit with more than one bedroom.

§ 22B-1.11. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- a. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented and each restricted ownership unit shall remain subject to the requirements of this chapter for a deed-restricted control period. . The minimum duration of the control period is:
 1. Thirty years for any ownership unit created on or after December 20, 2024.
 2. Thirty years for any ownership unit receiving an extension of affordability controls on or after December 20, 2024, unless the original term of affordability exceeds 30 years, in which case, the minimum control period for the extension is the number of years, not less than 20 years, that in combination with the original term results in 60 years of affordability.
 3. Governed by the grant of substantive certification, judgment of compliance, grant agreement, or other contract for any prior round ownership unit, including all units governed by 95/5 restrictions, sold before December 20, 2024.
 4. Governed by the form of UHAC in effect as of December 20, 2024, for any unit sold between December 20, 2004 and December 20, 2024, that is not the subject of a grant of substantive certification, judgment of compliance, grant agreement, or other contract.
- b. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit, or, if existing affordability controls are being extended, on the effective date of the extension. The date of commencement must be identified in the deed restriction.



- c. For each restricted ownership unit, at initial sale, the administrative agent shall determine a preliminary recapture amount equal to the price differential between the restricted price for the unit, based on the requirements at N.J.A.C. 5:80-26.7, and the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.
- d. The initial purchaser and each successive purchaser during the control period shall execute and deliver to the administrative agent a recapture note, secured by a recapture lien evidenced by a duly recorded mortgage on the unit, obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay a recapture amount at the time of the exit sale. The recapture note and lien must be determined upon exit sale and will be equal to the price differential minus the equity share amount, or another amount determined by an ordinance of the municipal governing body, which must be less than the price differential minus the equity share amount.
- e. The affordability controls set forth in this section and within N.J.A.C. 5:80-26.1 et seq shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- f. A restricted ownership unit shall be required to obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the unit meets all code standards upon the first transfer of title following the expiration of the deed-restricted control period provided pursuant to N.J.A.C. 5:80-26.6, as may be amended and supplemented.

§ 22B-1.12. Price Restrictions for Restricted Ownership Units, Homeowners' Association Fees and Resale Prices.

- a. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - 1. The initial purchase price for a restricted ownership unit shall be set by the administrative agent.
 - 2. The administrative agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - 3. The master deeds and declarations of covenants and restrictions of affordable developments shall provide no distinction between restricted units and market-rate units in the calculation of the condominium or homeowners' association fees and special assessments to be paid by low- and moderate-income purchasers and those paid by market purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
 - 4. The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit to reflect eligible capital improvements completed since they purchased the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household, that is the addition of a bedroom and/or bathroom. See Subsection 22B-1.15a.



§ 22B-1.13. Buyer Income Eligibility.

- a. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.8, as may be amended and supplemented. Very-low-income ownership units are reserved for households with a household income less than or equal to thirty (30) percent of regional median income. Low-income ownership units shall be reserved for households with a household income less than or equal to 50% of regional median income and moderate-income ownership units shall be reserved for households with a household income less than or equal to 80% of regional median income.
- b. Notwithstanding the foregoing, however, the administrative agent may, upon approval by the Borough Committee, . permit moderate-income purchasers to buy low-income units in housing markets where, as determined by the Division, units are reserved for low-income purchasers, but there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. Again, all such very-low-income units to be sold to low-income households shall retain the required pricing and pricing restrictions for very-low-income units.
- c. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- d. The administrative agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowners' and private mortgage insurance and realistic condominium or homeowners' association fees, as applicable) does not exceed 35% of the household's eligible monthly income.

§ 22B-1.14. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- a. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall submit to the administrative agent a notice of intent to incur such indebtedness, (for example, a home equity loan or solar loan), in such form and with such documentary support as determined by the administrative agent, for a determination in writing that the proposed indebtedness complies with the provisions of this section, and the administrative agent shall issue such determination prior to the owner incurring such indebtedness.
- b. With the exception of original purchase money mortgages, during a control period, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of the unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.7(c).



§ 22B-1.15. Capital Improvements to Ownership Units.

- a. The owners of restricted ownership units may apply to the administrative agent to recalculate the maximum sales price for the unit to reflect eligible capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household, that is, the addition of a bedroom and/or bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
- b. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, or flooring) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the administrative agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale, provided the price, which shall be subject to ten-year, straight-line depreciation, has been approved by the administrative agent. Unless otherwise approved by the administrative agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale.

§ 22B-1.16. Control Periods for Restricted Rental Units.

- a. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this section for a deed-restricted control period. The minimum duration of the control period is set forth below. LIHTC units are not governed by the provisions of this section, but rather by the provisions of the State's Qualified Allocation Plan, N.J.A.C. 5:80-33.1 through 33.40.
 1. Forty years for any rental unit created on or after December 20, 2024;
 2. Thirty years for any rental unit in a 100 percent affordable property that, on or after December 20, 2024, elects to extinguish its existing deed restriction to enter into a new deed restriction and commence refinancing and/or rehabilitation for the purpose of preservation;
 3. Thirty years for any other rental unit that, on or after December 20, 2024, extends its affordability controls for a new term of affordability, unless the original term of affordability exceeds 30 years, in which case, the minimum control period for the extension is the number of years, not less than 20, that in combination with the original term results in 60 years of affordability;
 4. Governed by the grant of substantive certification, judgment of compliance, grant agreement, or other contract for any prior round rental unit that was issued its certificate of occupancy before December 20, 2024; and



5. Governed by the form of UHAC in effect as of December 20, 2004, for any prior round rental unit that was issued its certificate of occupancy between December 20, 2004 and December 20, 2024, and that is not the subject of a grant of substantive certification, judgment of compliance, grant agreement, or other contract.
- b. The control period for the restricted rental unit(s) in a development commences on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension. The control period for the restricted rental unit(s) in a development continues until the end date identified in the deed restriction, or until the minimum duration has elapsed if a specific end date cannot be determined according to the terms of the deed restriction. After the end of the control period, each restricted rental unit in the development remains subject to the affordability controls of this subchapter until:
 1. The occupant household vacates the unit, at which point affordability controls terminate; or
 2. The occupant household's household income is found to exceed 80 percent of the regional median income for the relevant household size, after which affordability controls terminate at the later of either the next scheduled lease renewal or in 60 days.
- c. Deeds of all real property that include restricted rental units created or extended pursuant to the existing rules shall contain deed restriction language that conforms with the requirements of this subchapter and is substantially in the form set forth at N.J.A.C. 5:80-26 Appendix E. The deed restriction must meet the following requirements:
 1. Is to be read in accordance with the requirements of this subchapter, such that any term that directly conflicts with or circumvents the requirements of this subchapter, regardless of intention, is unenforceable, of no legal effect, and contrary to the public policy of the State;
 2. Is governed by the requirements of this subchapter regardless of the language ultimately utilized in the recorded deed restriction document;
 3. Is severable, such that invalidation of any provision due to inconsistency with these regulations will not terminate the deed restriction, but, rather, will result in the deed restriction being read to include the provision of these regulations with which the original language was inconsistent;
 4. Has priority over all mortgages on the property; and
 5. Must be filed with the records office of the county in which the unit is located by the developer or owner of the restricted rental units, who then must, no later than 30 days after the commencement of the control period, provide to the administrative agent:
 - i. A copy of the filed deed restriction; and



- ii. Certification by the preparer of the deed restriction that the deed restriction conforms with all requirements of this subchapter, and that the deed restriction language at N.J.A.C. 5:80-26 Appendix E, has been included therein.
- d. Failure to record a deed restriction does not, under any circumstances, excuse a property from the requirements of this subchapter. If a development is sold by a developer prior to recording the deed restriction, the buyer is not excused from adhering to the requirements of this subchapter and any recourse shall be to recover from the seller rather than seeking to extinguish any affordability controls of the development. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the Borough shall record a preliminary instrument in the form set forth at N.J.A.C. 5:80-26 Appendix P-2, incorporated herein by reference that specifies, at a minimum, the total number of rental units to be constructed/rehabilitated, the number of restricted rental units to be constructed/rehabilitated, the anticipated numbers of restricted rental units that will be very-low-income, low-income, and moderate-income, the address(es) and parcel(s) of the property, and the anticipated timeline for completion, including projected phasing. The preliminary instrument must provide that it will be replaced by the recording of a full deed restriction prior to the issuance of the certificate of occupancy, at which point the preliminary instrument will be extinguished. The full deed restriction must be recorded prior to receiving a certificate of occupancy.
- e. A restricted rental unit shall remain subject to the affordability controls of this section and N.J.A.C. 5:80-26.1 et seq. despite the occurrence of any of the following events:
 - 1. Sublease or assignment of the lease of the unit;
 - 2. Sale or other voluntary transfer of the ownership of the unit; or
 - 3. The entry and enforcement of any judgment of foreclosure or grant of a deed in lieu of foreclosure on the property containing the unit; or
 - 4. The end of the control period, until the occupant household vacates the unit or is found to be income-ineligible (found to exceed 80 percent of the regional median income for the relevant household size, after which affordability controls terminate at the later of either the next scheduled lease renewal or in 60 days).

§ 22B-1.17. Rent Restrictions for Rental Units; Leases.

- a. A written lease shall be required for all restricted rental units (except for units in assisted living residences), and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. Final lease agreements are the responsibility of the landlord and the prospective tenant and all lease provisions must comply with applicable law. The landlord shall provide the administrative agent with sufficient information for preparation of a unit inventory form for entry into the centralized affordable housing unit inventory system. A copy of each lease entered into with a certified household shall be provided to the administrative agent within 10 business days after the execution of each lease.



- b. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the administrative agent.
- c. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the administrative agent to be applied to the costs of administering the controls applicable to the unit as set forth in this section and N.J.A.C. 5:80-26.1 et seq.

§ 22B-1.18. Tenant Income Eligibility.

- a. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - 1. Very-low-income rental units shall be reserved for households with a household income less than or equal to 30% of regional median income.
 - 2. Low-income rental units shall be reserved for households with a household income less than or equal to 50% of regional median income.
 - 3. Moderate-income rental units shall be reserved for households with a household income less than or equal to 80% of regional median income.
- b. The administrative agent shall certify a household as eligible for a restricted rental unit when the household is a very-low-income household, a low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - 1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its household income for rent, and the proposed rent will reduce its housing costs;
 - 2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - 3. The household is currently in substandard or overcrowded living conditions;
 - 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - 5. The household documents reliable anticipated third-party assistance from an outside source, such as a family member, in a form acceptable to the administrative agent and the owner of the unit.
- c. The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsections b1 through b5 above with the administrative agent, who shall counsel the household on budgeting.



§ 22B-1.19. Municipal Housing Liaison.

- a. Bogota shall adopt an ordinance creating the position of Municipal Housing Liaison. Subject to the approval of the Division, the Borough shall appoint a municipal employee by resolution of the governing body or letter from the chief executive, and shall identify the municipal housing liaison by name and title on the municipal website. The Municipal Housing Liaison is responsible for the creation, preservation and administration of the affordable housing programs, affordable units, monitoring and reporting, and, where applicable, supervising any contracted administrative agent to ensure that they execute the practices, procedures, and standards set forth in this subchapter and within N.J.A.C. 5:80-26.1 et seq.. The Municipal Housing Liaison shall successfully complete the Division's Education Program as described at N.J.A.C. 5:99-9 within the timeframes specified by the Division before assuming the duties of Municipal Housing Liaison.
- b. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Bogota, including the following responsibilities, which may not be contracted out to the administrative agent:
 1. Serving as Bogota's primary point of contact for all inquiries from the state, affordable housing providers, administrative agents and interested households;
 2. Overseeing the monitoring of and reporting on the status of all proposed and completed affordable housing programs and affordable units in Bogota's Fair Share Plan and ensuring compliance with the requirements of the Amended Fair Housing Act;
 3. Overseeing and monitoring administrative agents within the Borough's jurisdiction to ensure compliance with the UHAC;
 4. Ensuring that an administrative agent is assigned to administer the sales, rentals, re-sales, and re-rentals of all deed-restricted affordable units in the Borough at all times. For units at the end of their deed-restricted control period, an administrative agent shall be available to administer the sale of all properties until such time of the first authorized non-exempt sale after controls on affordability have been in effect on the unit; Verifying, certifying, and providing monitoring and reporting information within the AHMS at such time and in such form as the Division requires. Access to AHMS shall be authorized only by the municipal housing liaison, or their designee, which shall be a municipal employee. Information regarding specific characteristics of municipal affordable housing projects or programs and the resulting unit completions may be entered into AHMS by a contracted entity other than the municipal housing liaison with the written approval of the Borough and pursuant to the oversight of the municipal housing liaison. Monitoring reports shall include the information described at N.J.A.C. 5:99-5.2 and N.J.A.C 5:99-5.3. Monitoring reports for each calendar year shall be in the form of a certification specifying that all information provided in the AHMS is complete, accurate, and current through the most recent calendar year and shall be accompanied by a year-end bank or other financial institution statement that will be used to reconcile municipal reporting. Municipal monitoring information certifications shall be submitted by the municipal housing liaison, or their designee, which



shall be a municipal employee, through the AHMS, by February 15 of each year for trust fund activity through December 31 of the previous year;

5. Listing, on the municipal website, contact information for the administrative agent for each completed project with an affordable component within the Borough;
 6. Overseeing the coordination of meetings with affordable housing providers, developers, municipal officials, and administrative agents, as needed; and
 7. Where applicable, providing to an administrative agent a copy of the adopted municipal operating manual(s), housing element and fair share plan, and ordinances relating to the creation and administration of the Borough's affordable housing programs and/or affordable units.
- c. The municipal housing liaison may also serve as the administrative agent pursuant to N.J.A.C. 5:99-7 for some or all of the affordable units in the Borough, subject to the submission of qualifications to the Division, successful completion of the Division's Education Program as described at N.J.A.C. 5:99-9, and approval by the Division. These duties of the municipal housing liaison shall be outlined in the municipal ordinance establishing the position of the municipal housing liaison. All applicable tasks not performed by the municipal housing liaison, shall be contracted to an administrative agent pursuant to N.J.A.C. 5:99-7.
- d. The Division shall monitor the performance of any approved municipal housing liaison and may revoke said approval, should the Division find that the municipal housing liaison has failed to administer the Borough's affordable housing programs and/or affordable units in accordance with the rules of the Division pursuant to N.J.A.C. 5:99-5.6.

§ 22B-1.20. Administrative Agent.

- a. The Borough shall designate or approve, for each affordable housing project or program within its fair share plan, an administrative agent to administer the affordable housing program and/or affordable units in accordance with the requirements of the Amended Fair Housing Act, the Program, this chapter, and the UHAC. The administrative agent may be the municipal housing liaison, the RCA administrator, other municipal employee, or a person or entity selected pursuant to the UHAC. Administrative agents shall be approved through the municipal housing liaison (if the prospective administrative agent is an individual other than the current municipal housing liaison), and designation of administrative agents is also subject to approval by the Division.
- b. Qualified administrative agents shall have been certified as required pursuant to N.J.S.A. 52:27D-321, shall have evidence of satisfactory completion of the Division's Education Program as described at N.J.A.C. 5:99-9; and shall have submitted all other required information to the Division.
- c. The administrative agent shall perform the duties and responsibilities of an administrative agent as set forth at N.J.A.C. 5:99-7 and set forth in UHAC, and in accordance with the requirements of the Amended Fair Housing Act and the Dispute Resolution Program. The Division and the municipal housing liaison shall monitor the performance of all approved administrative agents



for compliance with this chapter. In the event the administrative agent does not administer the Borough's affordable housing program and/or affordable units in accordance with the certificate of compliance, municipal ordinance, or the Division's rules, the Division may revoke its approval and/or require the Borough to retain a different administrative agent. The Division reserves the right to revoke approval of an administrative agent for other compelling circumstances.

- d. The primary responsibility of the administrative agent is to ensure that the restricted units under administration are sold or rented, as applicable, only to very-low, low-, and moderate-income households in accordance with the provisions of the UHAC. The administrative agent is also responsible for the following:
 1. Affirmative marketing:
 - a) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Bogota and the provisions of N.J.A.C. 5:80-26.16; and
 - b) Designate an experienced staff person to provide counseling or contracting to provide counseling services to low- and moderate- income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 2. Household certification:
 - a) Soliciting, scheduling, conducting and following up on applications and/or interviews with interested households;
 - b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income household Providing written notification to each applicant as to the determination of eligibility or noneligibility;
 - c) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendixes J and K of N.J.A.C. 5:80-26.1 et seq.;
 - d) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
 - e) Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of Bogota when referring households for certification to affordable units. It is noted that supportive housing units, including group homes, must also comply with the selection processes of their respective sponsoring programs, where applicable.
 - f) Subject to the approval of the municipal housing liaison, administrative agents may grant a waiver of the income qualification requirement for units where a buyer has not been identified for an extended period of time and where the administrative agent has developed



a set of criteria to determine that a waiver is necessary due to a lack of qualified applicants. This waiver shall not change the deed restriction in any way on the unit and the next sale shall be conducted according to the applicable rules.

3. Affordability controls:

- a) Furnishing to attorneys or closing agents appropriate forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage and note, as appropriate;
- c) Subject to prior written approval from the municipal housing liaison, ensuring that the removal of the deed restrictions and cancellation of the mortgages are effectuated and properly filed with the Bergen County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit as set forth in N.J.A.C. 5:80-26.1 et seq;
- d) Communicating with lenders regarding foreclosures; and
- e) Ensuring the issuance of continuing certificates of occupancy or certifications from municipal building inspectors, pursuant to N.J.A.C. 5:80-26.11.
- f) Exercising appropriate authority to discharge and release any or all instruments, as set forth in the UHAC appendices establishing affordability controls;

4. Resales and rentals:

- a) Instituting and maintaining an effective means of communicating information between owners of affordable units and the administrative agent regarding the availability of their restricted units for resale or rental; and
- b) Instituting, maintaining, and documenting an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental, inclusive of listings on the New Jersey Housing Resource Center pursuant to N.J.S.A. 52:27D-321.6;
- c) Sending annual mailings to owners as prescribed for in the UHAC at N.J.A.C. 5:80-26.19;

5. Processing requests from unit owners:

- a) Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this section;
- b) Reviewing and approving requests to increase the maximum sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air-conditioning systems installed subsequent to the initial sale of the unit;



- c) Notifying the Borough of an owner's intent to sell a restricted 95/5 unit, as defined in the UHAC at N.J.A.C. 5:80-26.2 ; and
- d) Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

- a) Securing annually from the Borough a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the administrative agent;
- c) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4.
- d) Establishing a program for diverting unlawful rent payments to the Borough's Affordable Housing Trust Fund; and
- e) Creating and publishing a written operating manual as set forth at N.J.A.C. 5:99-7.2 in plain English and in such other languages as may be appropriate to serving the respective client base for each affordable housing program, to be approved by the municipal housing liaison. The operating manual, administered by the administrative agent and to be approved by the Borough Committee, shall set forth procedures for administering the affordability controls, including procedures for long-term control of restricted units; for enforcing the covenants set forth in the UHAC appendices, consistent with the provisions at N.J.A.C. 5:80-26.19; and for releasing restricted units promptly at the conclusion of applicable control periods. The operating manual shall have a separate and distinct chapter or section setting forth the process for identifying applicant households seeking certification to restricted units, for reviewing applicant household eligibility, and for certifying applicant households in accordance with the household certification and referral requirements set forth at N.J.A.C. 5:80-26.17.

7. Additional responsibilities:

- a) The administrative agent shall have the authority to take all actions necessary and appropriate, as permitted by law, to carry out its responsibilities as set forth in this chapter, N.J.A.C. 5:99-7, and N.J.A.C. 5:80-26.1 et seq.
- b) The administrative agent shall prepare annual reports for submission to the Municipal Housing Liaison and the Division by February 15 of each calendar year, including a detailed description of completed units and any other information necessary for the Borough to produce its status report as required pursuant to N.J.S.A. 52:27D-329.4..



- c) The administrative agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

§ 22B-1.21. Affirmative Marketing Requirements.

- a. The Borough of Bogota shall adopt by resolution an Affirmative Marketing Plan, subject to review by the Division, that is compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
- b. The Affirmative Marketing process is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, English-speaking ability, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age (except for "housing for older persons" as defined at N.J.S.A. 10:5.1 et seq. and age-restricted units as permitted by 42 U.S.C. § 3601 et seq.), number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 through 5.50, to housing units that are being marketed by a developer, sponsor or owner of affordable housing. Unless stated otherwise, supportive housing units must comply with the affirmative marketing requirements of their respective sponsoring programs, where applicable. The Affirmative Marketing process is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. In addition, as a result of the Borough's 2016 settlement agreement with FSHC, the Affirmative Marketing Plan shall require the notification to the New Jersey State NAACP, the Latino Action Network, Fair Share Housing Center and the Bergen County chapter of the NAACP of affordable housing opportunities. It is a continuing program that directs marketing activities toward Housing Region 1 and is required to be followed throughout the period of restriction.
- c. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/ or work in Housing Region 1, comprised of Bergen, Hudson, Passaic and Sussex Counties.
- d. The Borough has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The administrative agent designated by the Borough of Bogota shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units, including accepting applications and maintaining a list of applicants for each affordable development. The administrative agent shall document and report the affirmative marketing plan for the Borough and the affirmative marketing activities undertaken for each of the units within their purview to the municipal housing liaison, who shall ensure that developers and administrative agents are marketing units in accordance with the provisions in this section. The marketing of restricted units must be consistent with the affirmative marketing plan adopted by the Borough.
- e. In implementing the Affirmative Marketing Plan, the administrative agent shall designate an experienced staff person to provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law. Implementation of the affirmative marketing plan by the



administrative agent should also include all other required provisions set forth at N.J.A.C. 5:80-26.16(f).

- f. The Affirmative Marketing Plan shall contain all the components (i.e. housing project information, eligibility/selection criteria, strategies and mediums of advertising, timelines) required as set forth within N.J.A.C. 5:80-26.16, subsections (d) and (e) in particular. In implementing the Affirmative Marketing Plan, the administrative agent shall consider the use of language translations where appropriate.
- g. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy and may begin before construction commences. All affirmative marketing advertising and outreach activities utilized must be employed at the start of the marketing program.
- h. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and the County Library for each county within the housing region; the municipal administration building and the municipal library in the Borough; and the developer's office. The Borough shall post the application links and/or notices of affordable housing either directly on the home page of the Borough's official website or on a landing page directly, clearly, and conspicuously linked to from the home page of the Borough's official website. Preapplications shall be emailed or mailed to prospective applicants upon request.
- i. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, which shall be a condition of approval for any such affordable housing application before the Borough's Land Use Board.

§ 22B-1.22. Enforcement of Affordable Housing Regulations.

- a. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the Borough, administrative agent, and the State shall have all remedies provided at law or equity, including, but not limited to forfeiture, foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, divestment of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- b. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount



required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

§ 22B-1.23. Appeals.

Appeals from all decisions of an administrative agent appointed pursuant to this section and N.J.A.C. 5:80-26.1 et seq. shall be filed in writing with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

SECTION 2: SEVERABILITY.

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

SECTION 3: INCONSISTENCY.

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

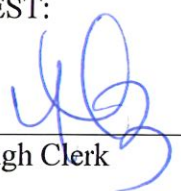
SECTION 4: EFFECTIVE DATE

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 01-15-26.

**RESOLUTION # 2026-50****DATE: 01-15-2026**

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)							

**Shared Services Agreement
Employee Assistance Program
(EAP) 2026**

See attached.

CERTIFICATION

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 01-15-2026.



Yenlys Flores-Bolivar, Municipal Clerk

SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF BERGEN
AND
BOROUGH OF BOGOTA
FOR
THE PROVISION OF
EMPLOYEE ASSISTANCE PROGRAM (EAP)
2026

Approved by Bergen County Resolution No. 1349-25, Dated: 10/15/2025

Approved by **BOROUGH OF BOGOTA** Resolution No. 2026-50 Dated: 01-15-26

PREPARED BY:

BERGEN COUNTY COUNSEL
One Bergen County Plaza
Hackensack, NJ 07601-7076
201-336-6900

SHARED SERVICE AGREEMENT EMPLOYEE ASSISTANCE PROGRAM (EAP)

THIS AGREEMENT ("AGREEMENT") made and entered into this **1st day of January 2026** ("Effective Date"), is by and between:

THE COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at **One Bergen County Plaza, Room 580, City of Hackensack, State of New Jersey, 07601, County of Bergen**, (hereinafter referred to as "COUNTY"); and

THE BOROUGH OF BOGOTA a body politic and corporate of the State of New Jersey, with administrative offices located at **375 Larch Avenue, Bogota, State of New Jersey, 07603-1067, County of Bergen**, (hereinafter referred to as the "LOCAL ENTITY").

WITNESSETH:

WHEREAS, the LOCAL ENTITY has a need for Employee Assistance Program (EAP) Services for its municipal workforce; and

WHEREAS, the COUNTY has entered a contract with an accredited third-party vendor, ("Contractor") to provide EAP Services to COUNTY employees as well as other LOCAL ENTITY employees within its borders; and

WHEREAS, the LOCAL ENTITY wishes to enter into this Shared Services Agreement with the COUNTY for Contractor to provide EAP Services for its workforce; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, *et seq.*); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and the LOCAL ENTITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits.

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the LOCAL ENTITY follows:

I. APPOINTMENT. The COUNTY is hereby appointed and retained to provide EAP Services through its Contractor.

II. TERM. The term of this Agreement be for ONE (1) Year and shall commence on **01/01/2026** in accordance with the terms and conditions of this Agreement, terminating on **12/31/2026**.

III. TERMINATION OF AGREEMENT. The COUNTY may terminate this Agreement, at any time during the term thereof, by giving of thirty (30) days written notice, to the LOCAL ENTITY.

The LOCAL ENTITY may terminate this Agreement, at any time during the term thereof, by the giving of thirty (30) days written notice, to the COUNTY.

IV. SCOPE OF EMPLOYEE ASSISTANCE PROGRAM SERVICES

- a. Contractor will provide immediate access, 24 hours a day, 365 days a year, to an MD, PhD, RN, or another licensed mental health professional for the provision of Emergency Consultation; Referral, Conflict Resolution; Support Services; Problem Solving; Professional Coaching; and Critical Incident Intervention
- b. Intervention Strategies will provide 24-hour specialized consultation for employees, family members, and significant others needing information and referral services in the following areas:
 - Information regarding hospitals, health centers, nursing care, senior citizen centers, and drug/alcohol rehab facilities, elder care, and day care
 - Alcohol and drug problems
 - Personal and family wellness counseling
 - Anger management
 - Depression and suicidal ideation
 - Employee conflicts
 - Concern for fellow employees, employment issues, loss of job/outplacement, and relocation counseling for employees
 - Addictive behaviors, compulsive shopping, and gambling
 - Hospice care/coping with the terminally ill, loss of a loved one

- Critical incidents
 - Prevention and intervention of workplace violence
 - Emergency services to employees and/or family members who are overseas
 - Day-to-day challenges
- c. Contractor will provide 24-hour consultation for managers, supervisors, and/or leaders who may need help from a qualified professional in the following areas:
- Interpersonal employee conflicts, concerns about employees
 - Absenteeism, performance and productivity problems
 - Health issues, stress-related work issues
 - Interdepartmental issues
 - Assistance with critical incidents, i.e., death of employee, employee conflicts, etc.

V. **COMPENSATION**

The LOCAL ENTITY shall pay **twenty-two dollars and twenty-five cents (\$22.25)** per employee of the LOCAL ENTITY, per year, for the above Employee Assistance Program Services. The COUNTY will provide the LOCAL ENTITY with invoices for payments on an annual basis, with LOCAL ENTITY required to provide two payments: the first payment no later than May 15th and the second no later than November 30th of each year.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the New Jersey Department of Insurance and Department of Community Affairs.

VI. **DISPUTE RESOLUTION**

- a. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- b. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter, or one party determines in its sole discretion that its interests are not being served by the mediation.

- c. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- e. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

VII. COUNTY REPRESENTATIVE. COUNTY representative will be Director/Health Officer. The COUNTY shall not permanently change its designated representative without written notification to the LOCAL ENTITY.

VIII. GOVERNING LAW/VENUE/CONSTRUCTION. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.

IX. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both the LOCAL ENTITY and the COUNTY.

X. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

XI. NO WAIVER. No waiver of any term, provision, or condition contained in this Agreement, nor any reach of any such term, provision, or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

XII. CAPTIONS. The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

XIII. NO ASSIGNMENT. This Agreement shall not be assigned by the COUNTY without the specific written consent of the LOCAL ENTITY.

XIV. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall indemnify and hold harmless the LOCAL ENTITY from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the COUNTY, its employees and agents in connection with any activities undertaken by the COUNTY, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against the LOCAL ENTITY, based upon any act or omission of the COUNTY, its affiliates and successors, shall not be the responsibility of the LOCAL ENTITY, and the COUNTY shall hold the LOCAL ENTITY harmless from same;

The LOCAL ENTITY shall indemnify and hold harmless the COUNTY from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the LOCAL ENTITY, its employees and agents, in connection with all activities undertaken by the LOCAL ENTITY pursuant to this Agreement. It is the intention of the Parties that any claim for relief of any type being asserted against the COUNTY based upon any act or omission of the LOCAL ENTITY, shall not be the responsibility of the COUNTY, and the LOCAL ENTITY shall hold the COUNTY harmless from same;

XV. NOTICE. Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

If to COUNTY:

Director/Health Officer

Bergen County Department of Health Services
One Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601

With a copy to:

Bergen County Counsel

County of Bergen
One Bergen County Plaza – Room 580
Hackensack, New Jersey 07601

If to the LOCAL ENTITY:

Borough Clerk

BOROUGH OF BOGOTA

375 Larch Avenue
Bogota, NJ 07603-1067

XVI. AUTHORIZATION. All Parties hereto have the requisite power and authority to enter into this Agreement, and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

XVII. COOPERATION OF THE PARTIES. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

XVIII. COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES.

This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, *et seq.* and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the COUNTY.

I. RELATIONSHIP OF THE PARTIES. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

II. NON-DISCRIMINATION. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.

III. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.

IV. RECITALS. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

V. EMPLOYMENT RECONCILIATION. Both Parties agree that no employees are intended to be transferred pursuant to this Agreement, and none of the Employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.

[SIGNATURE PAGE TO FOLLOW]:

IN THE WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

130 total number of employees x \$22.25 per employee = \$ 2,892.50

SIGNATURES BELOW:

BOROUGH OF BOGOTA

ATTESTING SIGNATURE:

By: [Signature]

Print: Yenlys Flores Bolivar

Title: Borough Clerk

Date: 1/16/2026

AUTHORIZED SIGNATURE:

By: [Signature]

Print: Daniela Fedo

Title: Mayor

Date: 1/16/26

COUNTY OF BERGEN

ATTESTING SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____
James J. Tedesco, III, County Executive

Or: _____
Thomas J. Duch, Esq.
County Administrator/Counsel

Date: _____

IN THE WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

130 total number of employees x \$22.25 per employee = \$ 2,892.50

SIGNATURES BELOW:

BOROUGH OF BOGOTA

ATTESTING SIGNATURE:

By: [Signature]

Print: Yenlys Flores Bolivar

Title: Borough Clerk

Date: 1/16/2026

AUTHORIZED SIGNATURE:

By: [Signature]

Print: Daniela Fede

Title: Mayor

Date: 1/16/26

COUNTY OF BERGEN

ATTESTING SIGNATURE:

By: [Signature]

Print: Iwona Le Duc

Title: Paralegal

Date: 02/05/2026

AUTHORIZED SIGNATURE:

By: _____
James J. Tedesco, III, County Executive

Or: [Signature]
Thomas J. Duch, Esq.
County Administrator/Counsel

Date: 02/05/2026



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1349-25

Agenda: 10/15/2025

Health Services/ Division of Public Health

Meeting Date: 10/15/2025

Purpose: 2026 EMPLOYEE ASSISTANCE PROGRAM - Authorization to Enter into Shared Services Agreement

Dollar Amount: REVENUE PRODUCING

Prepared By: RAP

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 7 - Chairwoman Amoroso, Vice Chairman Tanelli, Chairwoman Pro Tempore Voss, County Commissioner Marte, County Commissioner Ortiz, County Commissioner Sullivan, and County Commissioner Silna Zur

I, Lara Pollitt, Clerk, Board of County Commissioners , certify that this is a true copy of Resolution No. 1349-25, passed by the BOARD OF COUNTY COMMISSIONERS on 10/15/2025.

Lara Pollitt

Attest: _____



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1349-25

Agenda: 10/15/2025

BERGEN COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services ("Agreement"); and

WHEREAS, shared government services have proven to provide quality and improved services for the current mandated requirements while securing sustainable cost savings through economies of scale; and

WHEREAS, utilizing shared government services enable staff time to be moved from commodity activities (office functions) to value added resident orientated activities and provides the ability to continually offer residents needed services; and

WHEREAS, various Municipalities/other Entities, (LOCAL ENTITIES) pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq and N.J.S.A. 26:3A2-1 et seq., are desirous to enter into Agreement for Public Health Services - EMPLOYEE ASSISTANCE PROGRAM (EAP), a copy of which is attached hereto, with the County of Bergen, Department of Health Services for the one (1) year-term commencing January 1, 2026 through December 31, 2026, for a consideration to be agreed upon between the County and the individual LOCAL ENTITY in keeping with the County Executive's Shared Services initiative; and

NOW, THEREFORE, BE IT RESOLVED, that the on behalf of the County of Bergen, the County Executive and/or his designee, is authorized to enter into an Agreement with the LOCAL ENTITY for the provision of Public Health Services - EMPLOYEE ASSISTANCE PROGRAM (EAP) pursuant to N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 26:3A2-1, for a consideration to be agreed upon between the County and the individual Municipality/other Entities and;

BE IT FURTHER RESOLVED, that on behalf of the County of Bergen, the County Executive and/or his designee, is hereby authorized to execute the above-referenced shared-service contracts, in a form approved by County Counsel.

BE IT FURTHER RESOLVED:

The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.

2. The Bergen County Board of County Commissioners hereby agree to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive or his designee is hereby authorized to execute the aforesaid Shared Services Agreement and any other related documents necessary to effectuate the intent and purpose of the Shared Services Agreement in a form to be approved by County Counsel.
4. Pursuant to N.J.S.A. 40A:65-4, upon execution, a copy of the Shared Services Agreement and Adopted Resolution shall be filed with the Division of Local Government Services of the State of New Jersey.

**RESOLUTION # 2026-51****DATE: 01-15-2026**

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)							

Re-Appointing Class I Special Law Enforcement Officer (SLEO I) – Robert Foster

WHEREAS, on August 11, 2022, Robert Foster was hired by the Borough of Bogota as a Class I Special Law Enforcement Officer (SLEO I) contingent upon successfully meeting all requirements, including a background investigation, physical examination, drug screening, and psychiatric evaluation; and

WHEREAS, Robert Foster successfully completed the required steps, including the mandatory 12-week training at the Bergen County Police Academy, and has since been serving as an SLEO I in the Borough of Bogota; and

WHEREAS, Police Chief Maye has recommended the reappointment of Robert Foster as the best-qualified candidate for the position of SLEO I; and

WHEREAS, the New Jersey Legislature has adopted N.J.S.A. 40A:14-146.8-11, which allows for the appointment of Class I Special Law Enforcement Officers to perform routine traffic detail, spectator control, and similar duties. If authorized by ordinance or resolution, Class I officers may issue summonses for disorderly persons offenses, petty disorderly persons offenses, municipal ordinance violations, and violations of Title 39 of the Revised Statutes. The use of firearms by officers of this class is strictly prohibited; and

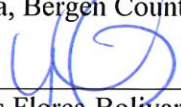
WHEREAS, Robert Foster has demonstrated his qualifications and dedication in the role of SLEO I and is eligible for reappointment for another term not exceeding 365 days;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, that Robert Foster is hereby reappointed as a Class I Special Law Enforcement Officer (SLEO I) for a term of 365 days, effective immediately, in accordance with N.J.S.A. 40A:14-146.8-11.

BE IT FURTHER RESOLVED, that the Borough of Bogota commends Robert Foster for his service and looks forward to his continued contributions to the Police Department and the community.

CERTIFICATION

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 01-15-2026.


Yenlys Flores-Bolivar, Municipal Clerk

**RESOLUTION # 2026-52****DATE: 01-15-2026**

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)							

Appointing New Class I Special Law Enforcement Officer (SLEO I) – Gregory Macnish

WHEREAS, the New Jersey Legislature has adopted N.J.S.A. 40A:14-146.8-11, which allows for the appointment of Class One Special Law Enforcement Officers (hereinafter "SLEO Is"). Class One Special Law Enforcement Officers shall be authorized to perform routine traffic detail, spectator control and similar duties. If authorized by ordinance or resolution, as appropriate, Class One officers shall have the power to issue summonses for disorderly persons and petty disorderly persons offenses, violations of municipal ordinances and violations of Title 39 of the Revised Statutes. The use of a firearm by an officer of this class shall be strictly prohibited and no Class One officer shall be assigned any duties which may require the carrying or use of a firearm; and

WHEREAS, Gregory Macnish is a newly appointed Class One Special Law Enforcement Officer and has been employed full-time by the Borough of Bogota as a dispatcher for one (1) year; and

WHEREAS, the appointment is subject to satisfactorily completing the required physical, psychological, and drug tests in order to attend mandatory training at the Bergen County Police Academy; upon completion, the candidate shall be appointed for a term not to exceed three hundred sixty-five (365) days; and

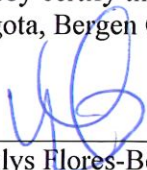
WHEREAS, the officer is required to attend training two (2) evenings per week for fourteen (14) weeks, commencing in February 2026;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota hereby appoint Gregory Macnish as a Class One Special Law Enforcement Officer; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Gregory Macnish and the Bogota Police Department 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 01-15-2026.


Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2026-53****DATE: 01-15-26**

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

Police Department Dispatch – Hiring of F/T Telecommunicator – Skyla Ortiz

WHEREAS, the Police Department of the Borough of Bogota is in need of a full-time telecommunicator for its Police Dispatch; and

WHEREAS, Skyla Ortiz is a newly hired telecommunicator who will commence employment with the Bogota Police Department on January 19, 2026; and

WHEREAS, the Mayor and Council of the Borough seek to hire Skyla Ortiz to the position of full-time telecommunicator effective January 19, 2026; and

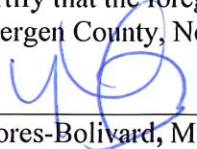
WHEREAS, the Borough Administrator and Chief of Police have reviewed this matter and recommend the hiring of Skyla Ortiz as a full-time telecommunicator for the Bogota Police Department;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey, that Skyla Ortiz be and is hereby hired to the position of full-time telecommunicator for the Bogota Police Department effective January 19, 2026, with a salary according to the current salary ordinance; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Skyla Ortiz and the Bogota Police Department upon its passage.

CERTIFICATION

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 01-15-26.


Yenlys Flores-Bolivar, Municipal Clerk

**RESOLUTION # 2026-55****DATE: 01-15-26**

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

Hire Philip Conte as Part-Time Recreation Director

WHEREAS, the Recreation Department of the Borough of Bogota is in need of a part-time Recreation Director; and

WHEREAS, the Mayor and Council of the Borough seek to hire Philip Conte to the position of part-time Recreation Director effective January 5, 2026 at an hourly rate of \$40.00 and not to exceed \$20,000; and

WHEREAS, the Borough Administrator and CFO have reviewed this matter and recommend that Philip Conte be hired to the position of part-time Recreation Director for the Bogota Recreation Department effective January 5, 2026 at an hourly rate of \$40.00 and not to exceed \$20,000.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey, that Philip Conte be and is hereby hired to the position of part-time Recreation Director for the Bogota Recreation Department effective January 5, 2026 at an hourly rate of \$40.00 and not to exceed \$20,000; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Philip Conte and the Bogota Recreation Department 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 01-15-26.

Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2026-57****DATE: 01-15-26**

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

AGREEMENT & PROPOSAL FOR PROFESSIONAL SERVICES

WHEREAS, Neglia Group has provided the Borough with an Agreement for Professional Services for Elmwood Avenue and Linwood Avenue (NJDOT Municipal Aid Grant Funded); and

WHEREAS, the Agreement for Professional Services includes a lump sum cost of \$48,100.00 representing Surveying and Engineering Services; includes a not to exceed cost to be invoiced on a time basis (schedule in contract) of \$47,095.00 representing Construction Management Services; and includes a not to exceed cost to be invoiced on a material basis (schedule in contract) of \$750.00 representing Estimated Reimbursable Expenses; and

WHEREAS, the CFO has certified that these funds have been appropriately budgeted for; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute the agreement of services for the project for Neglia Group, 34 Park Avenue, Lyndhurst, New Jersey.

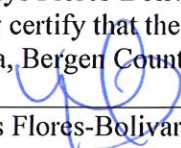
CERTIFICATION OF AVAILABLE FUNDS

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

04-2150-55-1598-011	ROAD IMPROVEMENTS	NTE \$ 95,945.00
Line Item	Description	Amount
		1/15/2026
Gregory Bock, CFO		Date

CERTIFICATION

I, Yenlys Flores-Bolivard, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 01-15-26.


Yenlys Flores-Bolivard, Municipal Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: January 08, 2026

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

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

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

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

Our office understands that the Borough has received an NJDOT Municipal Aid Grant in the amount of \$86,374 for this roadway project which is not sufficient to address the entire project scope. Therefore, capital funding will be required for this roadway section as our preliminary engineer's estimate illustrates a project budget in the amount of approximately \$521,745 as prepared on June 23, 2025 for this roadway improvement project.

Description of Services - See attached Scope of Services.

Requested By: Borough of Bogota

Date of Request: January 2026

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

1. On a lump sum basis for a cost of **Forty-Eight Thousand One Hundred Dollars (\$48,100.00)** representing Professional Services for the surveying, permitting, contract document preparation, and bidding services.
2. On a Time Basis in accordance with our attached schedule of fees for a cost not to exceed of **Forty-Seven Thousand Ninety-Five Dollars (\$47,095.00)** for construction management services.
3. On a Material Basis in accordance with our attached schedule of fees for an estimated cost not to exceed **Seven Hundred Fifty Dollars (\$750.00)** for estimated reimbursable expenses

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

LYNDHURST

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

MOUNTAINSIDE

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

I. BACKGROUND

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

Our office understands that the Borough has received an NJDOT Municipal Aid Grant in the amount of \$86,374 for this roadway project which is not sufficient to address the entire project scope. Therefore, capital funding will be required for this roadway section as our preliminary engineer's estimate illustrates a project budget in the amount of approximately \$521,745 as prepared on June 23, 2025 for this roadway improvement project.

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

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

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

PHASE II – CONSTRUCTION MANAGEMENT PHASE

Neglia will provide part-time construction management services as they relate to the aforementioned roadway improvements project on Elmwood Avenue and Linwood 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 held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

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

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

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering



statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

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

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

GENERAL TERMS

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



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

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

Very truly yours,
Neglia Engineering Associates

A handwritten signature in blue ink, appearing to read 'G. Polyniak', is written over the printed name.

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

Attachments: Year 2026 Municipal Rates

Accepted this 27 day of January 2026

By: A handwritten signature in blue ink, likely of the Borough Administrator, is written over the 'By:' line.

Title: Borough Administrator

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EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA GROUP
2026 MUNICIPAL
HOURLY BILLING RATES

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

Notes:

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

LYNDHURST

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

MOUNTAINSIDE

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

**RESOLUTION # 2026-58****DATE: 01-15-26**

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

BERGEN COUNTY CDBG – CYPRESS AVE GRANT AGREEMENT

WHEREAS, a Bergen County Community Development Block Grant of \$73,878 has been proposed by the Borough of Bogota for Cypress Avenue between Palisades Avenue and Queen Anne Road in the Municipality of the Borough of Bogota.

WHEREAS, pursuant to the State Interlocal Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body; and

WHEREAS, the aforesaid project is in the best interest of the people of the Borough of Bogota; and

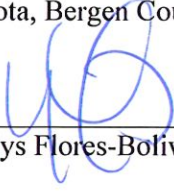
WHEREAS, this resolution does not obligate financial resources of the municipality and is intended solely to expedite the expenditure of the aforesaid Community Development Funds.

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Borough of Bogota, County of Bergen, State of New Jersey hereby confirms endorsement of the aforesaid project; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent expeditiously to the Director of the Bergen County Division of Community Development (Robert G. Esposito; One Bergen County Plaza, 4th Floor, Hackensack, New Jersey, 07601) so that implementation of aforesaid project may be expedited.

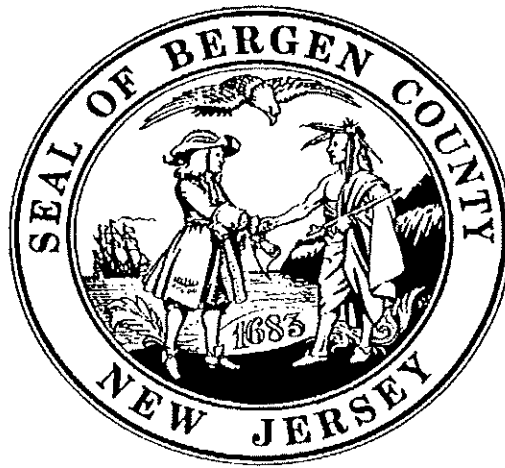
CERTIFICATION

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 01-15-26.


Yenlys Flores-Bolivar, Municipal Clerk

COUNTY OF BERGEN

CONTRACT



CONTRACT NUMBER: SE-BGTA-01-25 **TERM OF CONTRACT:** 7/1/2025-6/30/2026

ACCOUNT NUMBER: 21-213-756-155-49-87

CONTRACTOR: Borough of Bogota

PROGRAM: Cypress Avenue Road Improvements

Contract Pages 1 **to** 11 **and attachments** A **through** M

COUNTY OF BERGEN

Contract Number SE-BGTA-01-25

CONTRACT SUMMARY SHEET

Contractor Information

Name: Borough of Bogota

Address: 375 Larch Avenue Bogota, NJ 0763

Chief Executive Officer: Mayor Daniele Fede

Chief Financial Officer: Gregory Bock

Contact Person: Conall O'Malley **Phone No.** 201-342-1736

Vendor I.D.: 700001 **Federal Identification No.:** 22-6001675 **DUNS#** 0076689728 **CCR#**5MM44

County Information

Department: Administration and Finance

Division: Community Development

Address: One Bergen Plaza-4th Floor Hackensack, NJ 07601

Contact Person: Laura Salandra **Phone:** (201) 336-7228

Source of Funds

	<u>Amount</u>	<u>Account Number</u>	<u>Account Title</u>
State:			
Federal:	\$73,878	21-213-756-155-49-87	Cypress Avenue Road Improvements
County:			
Other:			
Municipal:			
Total:	\$73,878		

Program Information

Program Name: Cypress Avenue Road Improvements

Phone No.: 201-342-1736

Project Site Address: Cypress Ave

Program Contact Person: Conall O'Malley

Title: Borough Administrator

Purpose: To mill and pave the street.

COUNTY OF BERGEN

Contract Number: SE-BGTA-01-25

SIGNATURE SHEET

The parties hereto acknowledge this Contract Number SE-BGTA-01-25, consisting of pages 1 - 11, consecutively, and attachments A thru M.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this contract. as of 7/1/2025.

FOR CONTRACTOR USE ONLY:

ACCEPTED AND AGREED:

Borough of Bogota
(Contractor/Organization)

By: _____
(Please Sign & Print Name)

Title: Borough Administrator

(Secretary to the Board/Governmental Clerk)
ATTEST: (Affix Seal)

Date 1/15/26

FOR COUNTY USE ONLY:

COUNTERSIGNED:

Community Development
(Department, Division)

By _____ Date: _____
Robert G. Esposito, Director

By _____ Date: _____
James J. Tedesco III, County Executive or Thomas J. Duch, Esq., County Administrator/Counsel

ATTEST: _____ Date: _____
(Affix Seal)

The aforementioned **CONTRACT** has been reviewed and approved as to form

COUNSEL, COUNTY OF BERGEN

By: _____ Date: _____

COUNTY OF BERGEN

Contract Number: SE-BGTA-01-25

DEFINITIONS

For the purposes of this document, the following terms shall have meanings as stated:

1. **Contract** means this document, the Attachment(s) and any additional appendices (including any approved assignments, subcontracts or modifications) and all supporting documents.
2. **Contractor** means party entering into contract with the County of Bergen.
3. **County** means County of Bergen.
4. **Notice** means an official written communication between the County of Bergen and the Contractor. All notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose In the Attachment(s) or such other persons as either party may designate in writing.
5. **Termination** means an official cessation of this contract, resulting either from routine expiration or from action taken by the County of Bergen or the Contractor, in accordance with provisions contained in this contract, to nullify the contract prior to the terms.

COUNTY OF BERGEN

Contract Number: SE-BGTA-01-25

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SUPPLEMENTARY PROVISIONS ATTACHMENTS
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- "A" Scope of Services
- "B" Approved Budget
- "C" Method of Payment and Reporting Requirements
- "D" Statement of Adequacy of Accounting System
- "E" Insurance
- "F" Program Income, Time of Performance & Contractor Requirements
- "G" Commissioner Authorizing Resolution
- "H" Contractor Authorizing Resolution c Is Is not required
- "I" General Terms and Conditions
- "J" Records to be maintained
- "K" Addendum: WBE/DBE/MBE Requirement

COUNTY OF BERGEN

Contract Number SE-BGTA-01-25

GENERAL PROVISIONS

THIS CONTRACT, entered into this 1st day of July, 2025, by and between the County of Bergen, hereinafter referred to as the "COUNTY" ; and

Name: Borough of Bogota

Address: 175 Larch Avenue Bogota, NJ 07603

hereinafter referred to as the "CONTRACTOR".

Witnesseth That:

1. **Term of contract.** This CONTRACT shall be effective as of the 1st day of July, 2025, and shall terminate no later than the 30th day of June, 2026.

2. **Compliance with Existing Laws.** The CONTRACTOR, in order to induce the County to award this contract, agrees to comply with all Federal, State, County and Municipal laws, rules, and regulations generally applicable to the activities in which the CONTRACTOR is engaged in the performance of the contract.

These laws, rules, and regulations include, but are not limited to the following:

Federal Office Management and Budget (OMB) documents:

2 CFR Part 200- (200.0 to 200.521) Regulations "as now in effect and as may be amended from time to time".

Subpart A: Acronyms and Definitions 200.0 -200.99

Subpart B: General Provisions – 200.100 -200.213

Subpart C: Pre Federal Awards Requirements and Contents of Federal Awards- 200.200 -200.213

Subpart D: Post Federal Awards Requirements- Standards for Financial and program Management; property Standards; Procurement Standards; Performance and Financial Monitoring and Reporting; Sub recipient Monitoring and Management Records Retention and Access; Remedies for Non Compliance; Closeout, Post Closeout Adjustments and Continuing Responsibilities and Collection of Amounts Due – 200..300 – 200.345

Subpart E: Cost Principles – 200.400 -200.475

Subpart F: Audit Requirements - 200.500-200.521

New Jersey State Officer of Management and Budget documents:

Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments

State Grant Compliance Supplement

Local Public Contracts Law

Failure to comply with the laws, and regulations shall be grounds for terminations of the agreements

3. **Termination and Suspension.** The following definitions shall apply for the purposes of this section:

- I. **Termination** - The termination of this contract means the cancellation of assistance, in whole or part, under this contract at any time prior to the date of completion.
- II. **Suspension** - The suspension of a contract is an action by the County which temporarily suspends assistance under the contract pending corrective action by the CONTRACTOR or pending a decision to terminate the contract by the County.
- III. **Disallowed Costs** - Disallowed costs are those charges which the County or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.

A. When the CONTRACTOR has failed to comply with contract stipulations, standards, or conditions, the County may suspend the contract and withhold further payments; prohibit the CONTRACTOR from incurring additional obligations of funds allocated hereunder pending corrective action by the CONTRACTOR; or decide to terminate the contract in accordance with paragraph B below.

B. The County may terminate the contract in whole, or in part whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. The County shall promptly notify the CONTRACTOR, in writing, of the determination and the reasons for the termination together with the effective date. Reasons may be one or more, but not limited to paragraphs (1) thru (8) listed below. Payments made to the CONTRACTOR or recoveries by the County under the contract terminated for cause shall be in accord with the legal rights and liability of the parties.

(1) Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the COUNTY who has directly participated in the negotiation or approval of this CONTRACT;

(2) Discovery of any pecuniary or personal interest by the CONTRACTOR, its employees, voluntary employees, its Officers, its Trustees, or its Directors in the Program, or in any contract emanating from the operation of this program;

(3) Failure, for any reason of the CONTRACTOR to satisfy its obligations under this CONTRACT;

(4) Submission by the CONTRACTOR to the County, reports that are incorrect or incomplete in any material respect; if not amended within 10 Business Days;

(5) Any improper or inefficient use of funds, provided under the CONTRACT;

(6) Failure of the CONTRACTOR to permit the Bergen county Executive or His/Her Designee to make an inspecting of the administrative or operational facilities of the Program;

(7) Conduct or acts of the CONTRACTOR and/or its staff which are detrimental to the objectives of this Program;

(8) Any violation of the New Jersey Conflict of Interest Law, N. J. S. A. 52:13D - 12 et seq.

C. The County and the CONTRACTOR may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination condition including the effective date and in case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

D. In the event the funds required by the parties from local, State and Federal sources are not obtained and continued at an aggregate level sufficient to allow for the provision of the indicated quantity of service, the obligation of each party hereunder shall thereupon be reduced, or in the case of a complete failure of funds, terminated, provided that any termination of this CONTRACT shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

E. If the COUNTY determines to terminate this CONTRACT for any of the aforementioned reasons, it shall promptly notify the CONTRACTOR in writing of the determination and the reasons for the termination together with the effective date. Before termination, the COUNTY may, in its sole discretion, allow the CONTRACTOR the opportunity to correct any non-compliance under this CONTRACT by notifying the CONTRACTOR that said non-compliance may be corrected within a time period specified by the COUNTY and that failure to correct non-compliance shall result in termination of this CONTRACT.

F. Upon termination of this CONTRACT, the CONTRACTOR shall forthwith return all unexpended proceeds of the grant to the COUNTY.

4. Retention of Records. The CONTRACTOR agrees to retain all records relevant to this CONTRACT for three years after final payment unless an audit is in progress or exceptions have not been resolved and State and County auditors and any other person duly authorized by the COUNTY shall have full access to and the right to examine any of the said documents during the three year period. Any claimed waiver of these rights or privileges must be documented in writing.

5. Scope of Services. The CONTRACTOR will be responsible for the administration of the Program and will utilize the Grant Funds to undertake the Program as described in Attachment "A", which is annexed hereto and made a part hereof.

Funds available under this CONTRACT will be applied toward the specific activities enumerated in Attachment "A".

6. Compensation. The COUNTY shall grant to the CONTRACTOR a sum not to exceed the total amount covered by this CONTRACT. The CONTRACTOR shall expend Program funds in accordance with the Approved Budget as set forth in Attachment "B", which is annexed hereto and made a part hereof. The CONTRACTOR is permitted, with the prior written approval of the County, to transfer funds of the approved Budget in an amount not to exceed (5) percent of the Contract amount between Sections of the Budget.

Not Withstanding this provision, it is understood and agreed the CONTRACTOR may not expend or obligate any amount in excess of the Total Approved Budget.

7. Method of Payment. The COUNTY shall make payments under this CONTRACT upon the submission of a properly executed County of Bergen Direct Voucher, together with such other documentation as may be required. The manner and form of such submissions shall be in accordance with the procedures described in Attachment "C", which is annexed hereto and made a part hereof.

8. Personal Property. If Property, including but not limited to equipment and supplies, is purchased by the CONTRACTOR for less than \$100.00 per item and is utilized for 3 consecutive years from the date of said acquisition for approved contract purposes, title to said property shall vest in the CONTRACTOR. If Property, including but not limited to equipment and supplies is purchase by the CONTRACTOR for less than \$100.00 per item and is utilized for less than 3 years from the date of said acquisition for approved contract purpose, title to said property shall revert to the County at the sole discretion of the County. Property including but not limited to equipment and supplies costing more than \$100.00 per item at the time of acquisition, shall be utilized and retained by the CONTRACTOR for approved contract purposes as long as said property is utilized for purposes consistent with the terms and purpose of this contract. If and when the CONTRACTOR fails to utilize property in accordance with the above, title and possession shall immediately revert to the County.

9. Unexpended Fund Balances. The CONTRACTOR may incur costs only during the period set forth in paragraph No. 1 on page 6 of this CONTRACT. Expenditures made before or after these dates shall be disallowed. Any unexpended or unencumbered fund balance remaining shall be returned to the COUNTY within sixty (60) days from the termination of the contract. The COUNTY, at its discretion, may authorize the CONTRACTOR to use the unexpended grant funds.

In no event shall the CONTRACTOR use unexpended grant funds after the contract period without the express written approval of the COUNTY.

10. Assignability. The CONTRACTOR shall not subcontract any of the work or services by this CONTRACT, not shall any interest in the CONTRACT be assigned or transferred, except as may be provided within the terms of this CONTRACT or the express written approval of the COUNTY.

11. Acquisition of Real Property and Rehabilitation. The following provisions and conditions are applicable to the expenditure of grant monies in any amount for the acquisition of real property and rehabilitation.

A. The premises will not be sold at any time to any other corporation or individual without the express written approval of the County Executive. Any approved sale will be in accordance with applicable federal, state, and local laws and regulations in effect at the time of the sale. The County will be entitled to compensation from the sale in accordance with those regulations in an amount equal to the County's pro rata contribution to the fair market value of the property.

B. In the event that the premises cease to be used at any time for the purpose intended hereunder, the county will have the right to seek the return of a pro rata portion of its grant monies in accordance with applicable federal regulations in force at that time. Any change in use of the facility must also be made in accordance with applicable federal regulations.

A. It is understood and agreed by the parties hereto, that the County reserves the right to record this contract

12. Insurance. This CONTRACT shall not take effect and the CONTRACTOR shall not commence work under this CONTRACT until all insurance required hereunder and certificates of proof have been furnished to the COUNTY.

The CONTRACTOR shall indemnify, defend and hold the County, its employees and agents, harmless from any and all loss, liability or damage of any kind whatsoever, including but not limited to reasonable attorneys' fees and court costs arising out of or in any manner occasioned by breach by CONTRACTOR, its agents, employees, servants or subcontractors, of any covenant, term and/or condition of this contract, or by the negligence, improper conduct, intentional acts or omission of the CONTRACTOR, its agents, employees, servants or subcontractors. The required amount of insurance is set forth as follow in Attachment "E" which is annexed hereto and made a part hereof.

13. Compliance.

A. The CONTRACTOR, in order to induce the COUNTY to enter into this contract, agrees that it shall comply with all provisions of the authorizing appropriation, the act, and any requirements which the COUNTY may issue. It is further agreed that the CONTRACTOR shall seek its own source of funding in anticipation of the expiration of this contract. In no event shall this contract be construed as a commitment by the COUNTY to expend beyond the termination date set forth in paragraph 1 on page 6 of this contract.

B. All vehicles operated by the Program shall be in accordance with New Jersey Motor Vehicle Laws.

C. Narrative and statistical reports shall be provided as required in Attachment "C".

D. The CONTRACTOR agrees to maintain a caparison of outlays and budget amounts for each component of the Program, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Contractor will designate a representative to be responsible for the administration of the Program and receive all communications from the County.

14. **Liability Statement.** The CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any and all suits, claims and actions arising from or in the course of implementation of the Program including court costs and attorney's fees.

15. Monitoring, Auditing, Reporting and Evaluation.

A. The County shall monitor the management of the funds provided to the CONTRACTOR, in accordance with the requirements of Attachment "C".

B. The COUNTY and the CONTRACTOR agree that Representative(s) of the County shall have the right to make on-site visits to the premises where public services are being provided pursuant to this CONTRACT and to inspect or audit the CONTRACTOR'S financial records at any time, upon reasonable notice.

C. The CONTRACTOR shall, within ninety (90) days of the expiration of this CONTRACT, provide the County, Division of Treasury with certified audit, in accordance with 2 CFR Part 200.500 -200.521 Subpart F – Audit Requirements for the audit of non Federal entities expending Federal awards.. The audit shall also be in accordance with Government Auditing Standards by the Comptroller General of the United States (Yellow Book) and AICPA Standards. In addition, the County shall have the right to require additional schedules to the audit. The County shall also have the right to conduct its own external fiscal audit at any time after expiration or termination of this CONTRACT and the CONTRACTOR shall make its fiscal records available to the County for this purpose.

16. **Other Funds.** The CONTRACTOR shall not use funds provided under this CONTRACT to replace existing or committed financial support for the same Program, except as may be provided by this CONTRACT or with the express written approval of the COUNTY.

17. **Program Income.** Program Income, for the purposes of this Contract, means gross income that is received by a recipient or sub recipient and has been directly generated from the use of these funds allocated hereunder. For those program income-generating activities that are only partially assisted with these allocated funds, such income is prorated to reflect the actual percentage of all funds that were used Program income, if any, shall be treated by the CONTRACTOR as stated in Attachment "F": which is annexed hereto and made a part hereof.

18. **Time of Performance.** The services of the CONTRACTOR shall commence and terminate, as stated in Attachment "F".

19. **CONTRACTOR Requirements.** The CONTRACTOR will direct all communications concerning this CONTRACT as stated in Attachment "F".

20. Amendments. The COUNTY and/or the CONTRACTOR may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this CONTRACT and signed by all parties.

21. Program Cancellation. It is understood that if this CONTRACT is financed by Federal and/or State funds and in the event the Federal and/or State government discontinues the program or cancels the payment of additional funds, the COUNTY reserves the right to cancel this CONTRACT effective immediately, and in such an event the COUNTY shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal and/or State government.

22. Obligations of CONTRACTOR with Respect to Certain Third Party Relationships. The CONTRACTOR shall remain fully obligated under the provisions of this CONTRACT notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the CONTRACTOR pursuant to this CONTRACT. Any party which is not the CONTRACTOR shall comply with all lawful requirements of the CONTRACTOR necessary to insure that the program for which assistance is being provided under this CONTRACT is carried out in accordance with the CONTRACTOR'S assurances and certifications to the COUNTY.

23. Compliance with Equal Opportunity Requirements. The CONTRACTOR shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) Of this section, and will require all its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to executive Order 11246 As Amended

The CONTRACTOR agrees that if any activities under this CONTRACT are not subject to Executive Order 11246, as amended then the CONTRACTOR shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The CONTRACTOR shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but are not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246 As Amended:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employment placed on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familial status.

(3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance office, advising the said union or workers representative of the CONTRACTOR commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1964, and of the rules, regulations and relevant order of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

(6) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this CONTRACTOR, or with any of such rules, regulation or orders, this CONTRACT may be canceled, terminated or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further government Contracts or federally assisted construction, pursuant to Contract procedures authorized in Executive Order 11246 of September 24, 1964, or by rule, regulation or of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1964, so that such provisions will be binding upon each subcontractor or vendor. A copy of the contract or purchase order format used should be submitted to the COUNTY for its file. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

24. Affirmative Action. The CONTRACTOR agrees that it shall be committed to, and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

COUNTY OF BERGEN

Contract Number SE-BGTA-01-25

ATTACHMENT "A"

SCOPE OF SERVICES

CONTRACTOR: Borough of Bogota

PROGRAM: Cypress Avenue Road Improvements

OBJECTIVE: _____

PRIMARY ACTIVITIES:

RELATION TO OTHER PROGRAMS:

PERSONNEL: ATTACH JOB DESCRIPTION(S):

COUNTY OF BERGEN

Contract Number SE-BGTA-01-25

BUDGET

ATTACHMENT "B"

PROGRAM: Cypress Avenue Road Improvements

SUB-GRANTEE: Borough of Bogota

	CDBG	OTHER	TOTAL
1. Personnel			
2. Consultants/ Professional Fees			
3. Acquisition			
4. Equipment			
5. Supplies			
6. Travel			
7. Rent			
8. Construction Cost	\$73,878		
9. Other			
10. Total	\$73,878		

ACTIVITY
☐ Public Service
☐ New Construction
☐ Rehabilitation
☒ Public Facilities & Improvements
☐ Acquisition
☐ Planning/Admin.

PROJECT SCHEDULE
Plans/Specs.: _____
Acquisition: _____
Construction Start: _____
Completion: _____

SOURCE OF FUNDS	
CDBG	\$ <u>73,878</u>
LOCAL	\$ _____
OTHER (Describe)	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

AUTHORIZED SIGNATORY OF VOUCHERS
Name: _____
Title: _____
Name of Bank: _____
Address: _____
Account Number# _____

Location: <u>N/A</u>
Land Use: _____
Building Area: _____
Dwelling units: _____

COUNTY OF BERGEN

Contract Number: SE-BGTA-01-25

ATTACHMENT "C"

Method of Payment and Program Reporting Requirements

The CONTRACTOR shall be paid, upon execution of this CONTRACT and submission of properly executed Bergen County Direct Vouchers, a total sum not to exceed \$ 73,878, on the basis listed below:

- ☐ Monthly Basis
- ☐ Quarterly Basis
- ☐ After completion of contract period and submission of final report
- ☒ Other (Upon certification of work completed and submission of properly documented County vouchers including completed weekly payroll Forms for period of certification attached.)

The CONTRACTOR shall submit completed reports as follows:

Financial Reports

- ☐ Monthly
- ☐ Quarterly
- ☐ Other (Specify _____)
- ☒ Not Applicable

Level of Service Reports

- ☐ Monthly
- ☐ Quarterly
- ☒ Other (HUD Performance Measurement Report)

Narrative Reports

- ☐ Monthly
- ☐ Quarterly
- ☒ Other (Program Year Objectives & Accomplishments)

Other Reports

- ☐ Monthly
- ☐ Quarterly
- ☒ Other (Documentation of Compliance w/Fed., State & Local Regs.)

COUNTY OF BERGEN

Contract Number: SE-BGTA-01-25

ATTACHMENT "D" (MUNICIPALITIES/AGENCIES)

CERTIFICATION OF THE FINANCIAL MANAGEMENT SYSTEM BY THE SUB-GRANTEE

Gentlemen:

I hereby certify that the financial management system in use by Borough of Bogota

(the sub-grantee), for the project known Cypress Avenue Road Improvements,

shall be adequate to provide for the standards prescribed in the Office of Management and Budget,

2 CFR Part 200, (200.01-200.520, Subparts A to F) of the Uniform Administrative

Requirements, Cost Principles and Audit Requirements for Federal Awards.

2CFR Part 200: Subpart F excerpt (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(d) ***Exemption when Federal awards expended are less than \$750,000.*** A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503: Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

1/15/26
Date

Greg Bock
Name of CFO/Executive Director
(Type or Print)

[Signature]
Signature of CFO/Executive Director

COUNTY OF BERGEN

Contract Number: SE-BGTA-01-2
ATTACHMENT "E"

INSURANCE

The Contractor shall assume all responsibility for his/her actions and those of anyone else working for him/her while engaged in an activity in accordance with this Contract.

The Contractor shall carry sufficient insurance to protect him/her and The County of Bergen from any bodily injury or property damage claims arising out of work performed under this Contract.

Evidence of insurance coverage shall be provided in the form of a Certificate of Insurance as detailed below:

1. REQUIRED

Commercial General Liability Insurance coverage, equal in form to that offered under the latest version of ISO CG0001, as filed with and approved by The New Jersey Department of Banking and Insurance. This form may not be restricted in coverage by any endorsement attached to the policy. Policy limits shall not be less than:

\$1,000,000	Each Occurrence
\$ 50,000	Fire Legal Liability
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate

The County of Bergen and its Officials and Employees shall be names as Additional Insured.

2. **Commercial Automobile Liability Insurance** coverage, equal in form to that offered under the latest Standard ISO Form CA0001, as filed with and approved by The New Jersey Department of Banking and Insurance. Coverage shall be provided for Symbol 1 "Any Auto", Symbol 2 "All Owned Autos", Symbol 8 "Hired Vehicles", and Symbol 9 "Non-owned Vehicles". Coverage shall not be less than;

\$1,000,000	Combined Single Limit (CSL)
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The County of Bergen and its Officials and Employees shall be names as Additional Insured.

Required _____ Not Required X

3. **Worker's Compensation Insurance** coverage in accordance with the laws of The State of New Jersey and Employer's Liability Limits not less than:

\$ Statutory Limits for Workers Compensation
\$100,000 Each Accident Employer's Liability
\$100,000 Each Employee – Disease
\$500,000 Policy Limit – Disease

4. **Professional Liability Insurance** coverage with a limit of not less than:

\$1,000,000 Per Incident/Occurrence
\$1,000,000 Aggregate

The County of Bergen and its Officials and Employees, shall be names as Additional Insured.

Required _____ Not Required X

5. All insurance coverage's provided to the Contractor in accordance with this Contract shall be by an A+ or better A.M. Best-rated insurance carrier.
6. All policies and Certificates of Insurance maintained by the Contractor in accordance with this Contract shall provide for not less than:
30-day Notice of Cancellation for Any Reason except,
10-day Notice of Cancellation for Non-Payment of Premium

COUNTY OF BERGEN

Contract Number: SE-BGTA-01-25

ATTACHMENT "F"

PROGRAM INCOME, TIME OF PERFORMANCE & CONTRACTOR REQUIREMENTS

I. Program Income. Shall be treated by the Contractor as:

- A. ☐ Added to funds committed to the project by the County and be used to further eligible program objectives; or
- B. ☐ Deducted from the total project costs for the purpose of determining the net costs on which the County payments shall be based.
- C. ☐ Remitted to the County on a ☐ Monthly Basis ☐ Quarterly Basis
☐ Upon Review of Final Expenditure Report
- D. ☒ Not Applicable

II. Time of Performance. The services of the Contractor shall commence on 7/1/2025
(Program Start Date)
and shall terminate no later than 6/30/2026
(Completion Date)

III. Contractor Requirements. The Contractor will direct all communications concerning this

CONTRACT to: **Robert G. Esposito, Director, Division of Community Development,**
located at: **One Bergen Plaza – 4th Floor, Hackensack NJ 07601,** and will file all reports with the County
Division of Community Development.

ATTACHMENT "I"

GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The SUBGRANTEE agrees to comply with all federal regulations governing the grant of money under which this AGREEMENT is made available as they apply as of the date of the AGREEMENT, and as such regulations may be amended by the Federal Government or agencies, except that:

- A. The SUBGRANTEE does not assume the COUNTY'S environmental responsibility described in CFR 570.604, but agrees to cooperate with the COUNTY in meeting them: and
- B. The COUNTY retains responsibility for initiating the review process under Executive order 12372.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

A. SUBGRANTEES which are government entities (including public agencies) shall comply with the requirements of 24 CFR 85.36 except paragraph (a), including specifically:

- (1) SUBGRANTEES will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal Laws and standards.
- (2) Although the new Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, SUBGRANTEES awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires SUBGRANTEES to obtain competitive proposals for professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. For professional services over \$25, 000, Public Notice for Request for Proposals must be placed in a newspaper of general circulation in the municipality.

- B. SUBGRANTEES which are not governmental entities shall comply with Attachment "O", "Procurement Standards", to OMB Circular A-110.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

A. SUBGRANTEES which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A87- "Principals for Determining Costs Applicable to Grants and Contracts with State, Local and Federal recognized Indian Tribal Governments", OMB Circular A-128 "Audits of State and Local Government" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":

- (1) Section 85.3, "Definitions";
- (2) Section 5.6, "Exceptions";

- (3) Section 5.12, "Special grant or subgrant conditions for high risk grantees";
- (4) Section 85.20, "Standards for financial management systems", except paragraph (a);
- (5) Section 85.21, "Payment", except as modified by Section 570.513;
- (6) Section 85.22, "Allowable costs"
- (7) Section 85.26, "Non-Federal audits";
- (8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurements", except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance", except paragraphs (b) - (d), and (f);
- (15) Section 85.41, "Financial reporting", except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records";
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51, "Later disallowances and adjustments"; and
- (20) Section 85.52, "Collection of amounts due".

B. SUBGRANTEES which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and the following Attachments to OMB Circular No. A-110:

- (1) Attachment "A", "Cash Depositories", except for paragraph 4 concerning deposit insurance;
- (2) Attachment "B", "Bonding and Insurance";
- (3) Attachment "C", "Retention and Custodial Requirements for Records", except that in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.50, in which the specific activity is reported on for the final time;

- (4) Attachment "F", "Standards for Financial Management Systems";
- (5) Attachment "H", "Monitoring and Reporting Program Performance", paragraph 2;
- (6) Attachment "N", "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraph 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and
- (7) Attachment "O", "Procurement Standards".

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the COUNTY may deem necessary, there shall be made available to the COUNTY or to the Federal Government for examination, all of the SUBGRANTEE'S records with respect to all matters covered by this AGREEMENT. The SUBGRANTEE will permit the COUNTY and the Federal Government to audit, examine and make excerpts or transcripts.

5. COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A. If the SUBGRANTEE materially fails to comply with any term or provision of this AGREEMENT,

whether stated in federal statute or regulation, an assurance in an application or if the SUBGRANTEE breaches any term or provision of this AGREEMENT, the COUNTY may take one or more of the following actions:

- (1) Temporarily withhold cash payments pending correction of the deficiency of the SUBGRANTEE;
- (2) Disallow all or part of the cost of the activity or action not in compliance;
- (3) Wholly or in part suspend or terminate the AGREEMENT for the SUBGRANTEE'S program;
- (4) Take such other remedies as may be legally available to the COUNTY.

With respect to such action by the COUNTY, the SUBGRANTEE shall be afforded an opportunity for such hearing or appeal to which the SUBGRANTEE is entitled by applicable statute or regulation.

Costs incurred by the SUBGRANTEE during suspension or after termination are not allowable unless expressly authorized by the COUNTY in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the SUBGRANTEE before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancelable and would be allowed of the AGREEMENT were not suspended or terminated.

B. Except as provided in A, above, this AGREEMENT may be terminated in whole or in part only in the following manner:

- (1) by the COUNTY with the consent of the SUBGRANTEE. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

- (2) by the SUBGRANTEE upon written notification to the COUNTY, setting forth the reasons and basis for such desired termination, effective date, and in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the COUNTY determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- (3) by the COUNTY upon written notification to the SUBGRANTEE, setting forth the reasons and basis for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated.
- C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this AGREEMENT shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.
- D. Notwithstanding anything herein to the contrary, upon termination of this AGREEMENT for any reason whatsoever, the SUBGRANTEE agrees to cooperate fully in accounting for funds expended in the program under contract and agrees to file and submit all such necessary final reports and data as may be required by the COUNTY or the Department of Housing and Urban Development.

6. PROGRAM INCOME

- A. The receipt of all program income, as defined in 24 CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this AGREEMENT.
- B. All program income earned by the SUBGRANTEE shall be remitted to the COUNTY on a quarterly basis within 30 days of the end of the PROGRAM YEAR quarter (i.e. by the end of December, March, June, and September). These funds will normally be returned to the remitting SUBGRANTEE via subsequent reprogramming, but the COUNTY retains the right to allocate all program income as it deems appropriate.
- C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.
- D. In the event the municipality within which this project is carried out becomes a non-participant in the COUNTY CDBG program, all program income derived from the project shall be treated as program income for use in the COUNTY'S program.

7. REVERSION OF ASSETS REQUIREMENT

Upon the expiration of the SUBGRANTEE AGREEMENT, the SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, the SUBGRANTEE shall transfer and return to the COUNTY any equipment and unutilized supplies purchased by use of CDBG funds.

Any real property under the SUBGRANTEE'S control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall either be:

- A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this SUBGRANTEE AGREEMENT or such longer period as determined appropriate by the COUNTY; or
- B. disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds for acquisition or improvement to the property.

8. NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The SUBGRANTEE AGREEMENT is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L.88-352) and HUD regulations with respect thereto, including the requirements under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT, the SUBGRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or created thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBGRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

9. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This SUBGRANTEE AGREEMENT is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

This SUBGRANTEE AGREEMENT in regard to the administering of all programs and activities relating to housing and community development funded by this SUBGRANTEE AGREEMENT will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the SUBGRANTEE'S jurisdiction.

10. COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The SUBGRANTEE will comply with section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provide that no person in the United State shall, on the grounds of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Title I funds.

11. COMPLIANCE WITH EXECUTIVE ORDER 11063

The SUBGRANTEE will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR 107.

12. COMPLIANCE WITH AFFIRMATIVE ACTION

The SUBGRANTEE agrees that it shall be committed to, and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

13. COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS

The SUBGRANTEE agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Amendment Act of 1988 (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the COUNTY as required.

14. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The SUBGRANTEE agrees that in planning, and carrying out the project described in section 1, to the greatest extent feasible:
 - (1) Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Bergen County; and
 - (2) Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Bergen County.
- B. The SUBGRANTEE shall insert, or require the insertion of, the following clause in all contracts and subcontract for work financed in whole or in part with assistance provided under this AGREEMENT:

The work to be performed under this contract is on a project assisted program, providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban development t Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and provide copies of such documentation to the participating municipality with each request for payment

- C. The SUBGRANTEE further agrees to provide documentation of all activities undertaken to comply with these requirements to the COUNTY with each request for payment. HUD regulation at 24 CFR part 135 are recommended as guidance regarding expectations for compliance with Section 3.

15. FEDERAL LABOR STANDARDS REQUIREMENTS

The SUBGRANTEE agrees that, except with respect to the rehabilitation of residential property designed for residential use by less than eight families, the SUBGRANTEE and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this AGREEMENT, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3, 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeymen, provided that, if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the SUBGRANTEE of its obligations subject to such regulations, provisions meeting the requirements of 29 CFR 5.5, and for such Agreements in excess of \$10,000, 29 CFR 5.3.

No award of the contract covered under this Section of the AGREEMENT shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

16. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The SUBGRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of the Contract Work Hours and Safety Standards Act (40 U.S.C.327 - 28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to the labor standards insofar as these acts apply to the performance of this AGREEMENT.

17. WORKMEN'S COMPENSATION REQUIREMENTS

The SUBGRANTEE shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this AGREEMENT.

18. COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S. C. 1857 et.seq. the Federal Water Pollution Control Act, as amended, 33 U. S. C. 1251 et. seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the SUBGRANTEE shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under the AGREEMENT the following requirements:

- A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. The SUBGRANTEE agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S. C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. The SUBGRANTEE will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the AGREEMENT is under consideration to be listed on the EPA List of Violating Facilities.
- D. The SUBGRANTEE agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility which has given rise to a conviction under Section 113 © (1) of the Clean Air Act or section 309 © of the Federal Water Pollution Control Act.

19. FLOOD INSURANCE PROTECTION REQUIREMENTS

The SUBGRANTEE agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this SUBGRANTEE AGREEMENT is approved for acquisition or construction purposes, as defined under Section 3(a) of said act for an area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 01(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et. seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood disaster Protection Act of 1973. Such provisions shall be required on such land that is not itself funded with assistance provided under this SUBGRANTEE AGREEMENT.

The SUBGRANTEE acknowledges that certain property may be specifically excluded from coverage under the flood insurance policy it purchases. The SUBGRANTEE agrees that, in the event that property excluded from such coverage by the terms of its flood insurance policy and purchased with funds pursuant to this agreement is damaged or destroyed by or from a flood, the excluded property shall be replaced or repaired by the SUBGRANTEE

20. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The SUBGRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this SUBGRANTEE AGREEMENT, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular, Part B of said regulation. The SUBGRANTEE shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

21. ARCHITECTURAL COMPLIANCE

The SUBGRANTEE agrees to comply with the requirement of the Architectural Barriers Act of 1986

42 U.S.C. 4151, insofar that it applies to the performance of this SUBGRANTEE AGREEMENT.

22. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The SUBGRANTEE agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The COUNTY shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

23. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE

No member, officer, or employee of the SUBGRANTEE, or its designees or agents, and no member of the governing body of the locality who exercises functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this SUBGRANTEE AGREEMENT. The SUBGRANTEE shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

24. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of, or delegate to, the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this SUBGRANTEE AGREEMENT or to any benefit to arise from the same.

25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this SUBGRANTEE AGREEMENT shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this SUBGRANTEE AGREEMENT, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. COVENANT OF NON-DISCRIMINATION

During the performance of this AGREEMENT, the SUBGRANTEE shall comply with Executive Order 11246 regarding Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 as amended, as Section 3 of the Housing and Community Development Act of 1968 as amended, where applicable.

27. RECORD REQUIREMENTS

The SUBGRANTEE further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 570.502. The SUBGRANTEE must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allow ability of all costs, among other requirements. The SUBGRANTEE will designate a representative to be responsible for the administration of the project and receive all communications from the COUNTY.

28. BARRIER-FREE IMPROVEMENTS

In the event that the improvements authorized by this AGREEMENT shall be, either in whole or in part, for the removal of architectural barriers, the SUBGRANTEE shall make such improvements in compliance with the (American National Standards Institute (ANSI)) "specifications for making buildings and facilities accessible to and usable by physically handicapped people" and the New Jersey Uniform Construction Code, particularly, but not limited to barrier-free regulations contained in the BOCA Code and such other Federal and/or State barrier-free regulations, and shall provide documentation of such compliance to the Bergen County Community Development Program

29. ECONOMIC DEVELOPMENT PROJECTS

In the event that the improvements authorized by this AGREEMENT shall be for economic development activities, including, but not limited to downtown revitalization, and facade improvement programs, as approved by 24 CFR, Part 570.203, the SUBGRANTEE shall make such improvements subject to all other conditions of this AGREEMENT; and shall provide Bergen County Community Development with sufficient statistical data to allow a determination to be made that the amount of any financial assistance given for-profit businesses is not excessive and does not unduly enrich the for-profit business; and shall provide sufficient data to show the extent of public benefit derived from the economic development activity.

ATTACHMENT "J" **RECORDS TO BE MAINTAINED**

1. RECORDS TO BE MAINTAINED

Each SUBGRANTEE shall establish and maintain sufficient records to enable the COUNTY to determine whether the SUBGRANTEE has met all requirements of the U.S. Department of Housing and Urban Development. The COUNTY retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

- A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the COUNTY.
- B. For an activity determined to benefit low and moderate income persons because the activity involves a facility designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:
 - (1) Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or
 - (2) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
 - (3) Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.
- C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:
 - (1) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance
 - (2) For each unit occupied by a low and moderate income household, the size and income of the household.
 - (3) For rental housing only:
 - a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
 - b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the COUNTY.

- D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the SUBGRANTEE may provide the documentation described in either 1. or 2. below:
- (1) Where the SUBGRANTEE chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:
 - a. A copy of a written agreement containing:
 1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;
 2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education;
 3. A description of action to be taken by the SUBGRANTEE and business to ensure that low and moderate income persons receive first consideration for those jobs; and
 - b. A listing by job title of the permanent jobs to be filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.
 - (2) where the SUBGRANTEE chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include the following
 - a. A copy of a written agreement containing:
 1. A commitment by the business that at least 51% of the jobs, on a full-time equivalent basis will be held by low and moderate income persons; and
 2. A listing by job title of the permanent jobs to be created, identifying which are part-time
 - b. A listing by job title of the permanent jobs filled and which jobs were initially held by low to moderate income persons; and
 - c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job..
- E. For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:
- (1) Evidence that in the absence of CDBG assistance jobs will be lost;
 - (2) For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

- (3) For each retained job claim to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;
 - (4) For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E., 1. above; and
 - (5) Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.
- F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:
- (1) The boundaries of the area; and
 - (2) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.298 (b) (1).
- G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight, the following:
- (1) The local definition of "substandard"
 - (2) A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and
 - (3) Details and scope of CDBG assisted rehabilitation, by structure.
- H. For an activity determined to aid in the prevention or elimination of slum and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted are, the following:
- (1) A description of the specific condition of blight or physical decay treated; and
 - (2) For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.
- I. For an activity determined to meet a community development need having a particular urgency, the following:
- (1) Documentation concerning the nature and degree of seriousness of the condition required assistance;
 - (2) Evidence that the SUBGRANTEE certified that the CDBG activity was designated to address the urgent need;
 - (3) Information on the timing of the development of the serious condition; and
 - (4) Evidence confirming that other financial resources to alleviate the need were not available.

- J. Records which demonstrate that the SUBGRANTEE has made the determinations required as a condition of eligibility of certain activities, as described in 570.201 (l), 570.202 (b) (3), 570.204 (a), and 570.206 (f).
- K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- L. Records which demonstrate compliance with the County Citizen Participation Plan.
- M. Records which demonstrate compliance with the requirements in 570.606 (d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.
- N. Fair housing and equal opportunity records containing:
 - (1) Documentation of the actions the SUBGRANTEE has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official action the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904 (c).
 - (2) Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in , or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.
 - (3) Data on employment in each of the SUBGRANTEE'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commissions's EEO-4 form; and documentation of any action undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. SUBGRANTEES that are government entities should submit copies of their annual EEO-4 report to the COUNTY.
 - (4) Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the household units to which each displaced household relocated.
 - (5) Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements Section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.
 - (6) Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds; data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the COUNTY on Form HUD 2516 twice yearly, by April 5th covering October thru March , and by October 5th covering April thru September. Women-owned businesses should be identified by indicating "W" in column 7d.
- P. Other records requested by the COUNTY to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. **RETENTION OF RECORDS**

Financial records, supporting documents statistical records, and all other records pertinent to this SUBGRANTEE AGREEMENT shall be retained by the SUBGRANTEE for a period of three years from the date of its last annual performance report on the project except as follows:

- A. Records that are the subject of any findings, concerns, or issue raised by any Federal agency or the COUNTY shall be retained for at least three years after final resolution of such matters with the Federal Government and the COUNTY.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.
- C. Records for any displaced person shall be retained for three years after that person has received final payment.
- D. The SUBGRANTEE agrees to provide the COUNTY with a property inventory.

ATTACHMENT "K"
MBE/DBE/WBE POLICY ADDENDUM

Minority/Women/Disadvantaged Business Enterprises Policy Addendum (M/W/DBE)

The sub grantee will and will cause its contractors and sub-contractors to take good faith actions to achieve M/W/DBE contract participation goals established by the County of Bergen for the Community Development Block Grant Program, HOME Investment Partnership Program and other federal funding administered by the County of Bergen, Division of Community Development.

The policy requires the achievement of certain contracting goals related to contracts and sub-contracts funded in whole or in part with federal housing and community development assistance. The rules and regulations at 24 CFR 92.351(b), 24 CFR 85.36(e) (i-vi) address the actions necessary to conduct outreach efforts to include M/W/DBE in the competition for contracting opportunities. The sub-recipient, its contractors and sub-contractors, will provide the maximum practicable opportunity for M/W/BE's to participate in said procurement process.

The sub grantee, its contractors and sub-contractors are required to report the necessary data and information for County compliance with federal reporting requirements under 24 CFR 570.506(g)(6), 24 CFR 570.507(o), 24 CFR 92.508(a)(7)(ii)(B), 24 CFR 92.509(a) and other related regulations governing federal funding administered by the County of Bergen, Division of Community Development.

"ADDENDUM L"

VAWA'S NEW PROTECTIONS FOR LANDLORDS, TENANTS, AND OTHERS IMPACTED BY CRIME-FREE PROGRAMS AND NUISANCE PROPERTY LAWS.

SECTION 603 OF VAWA – AN OVERVIEW. Under Section 603 of the Violence Against Women Reauthorization Act of 2022, landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing have the right:

- to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
- not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities.

The types of penalties that Section 603 prohibits imposing against landlords, homeowners, tenants, residents, occupants, guests, and applicants, include: actual or threatened monetary or criminal penalties, fines, or fees; actual or threatened eviction; actual or threatened refusal to rent or renew tenancy; actual or threatened refusal to issue an occupancy permit or landlord permit; and actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation. This section applies to state and local governments receiving Community Development Block Grant ("CDBG") funding.

The law was enacted in response to crime-free programs and nuisance laws. Crime-free programs and nuisance laws often mandate that landlords evict tenants when the police are called to their home, whether or not they are the crime victim, in need of emergency assistance, or otherwise not at fault. These laws and programs disproportionately harm, discriminate, and risk the housing of survivors of violence, persons with disabilities, and communities of color.

THE LAW PROTECTS ALL INDIVIDUALS AND HOUSING TYPES. Unlike the other housing sections of VAWA, which protect survivors of domestic violence, dating violence, sexual assault, and stalking, Section 603 extends to landlords, homeowners, tenants, residents, occupants, guests, and housing applicants, whether or not they have also experienced violence. As well, any type of housing, including private market rental and single-family homes, are protected under the law.

THE OBLIGATIONS OF STATE AND LOCAL GOVERNMENTS WITH CRIME-FREE PROGRAMS AND NUISANCE ORDINANCES OR PROVISIONS.

Under Section 603, state and local governments receiving CDBG funding must not, as of October 1, 2022, engage in any practices that violate the right to report provided for in Section 603. After HUD issues additional rulemaking, they must also conduct the required review and reporting of their laws and policies (and that of their subgrantees) to ensure that their laws and policies do not conflict with the statutory right to report. However, state and local governments receiving CDBG funds should be evaluating their policies, laws, and programs now to determine if they conflict with Section 603.

HOW TO ADDRESS A VIOLATION OF SECTION 603. Effective October 1, 2022, HUD's Office of Fair Housing and Equal Opportunity (FHEO) will investigate complaints for VAWA violations, including Sec. 603. FHEO Notice 2023-01 explains the process for filing a HUD complaint.

"ADDENDUM M"

Build America, Buy America (BABA)**(EFFECTIVE CDBG PY 2023)**

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property.

Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. HUD has waived the application of the BAP for infrastructure projects whose total cost (including HUD FUNDING AND FUNDING FROM ANY OTHER SOURCES) is an amount equal to or less than the 2 CFR 200.1 Simplified acquisition threshold, which is currently \$250,000.

The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs. Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA.

The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023. The Phased Implementation waiver established implementation schedule for HUD Community Development Block Grant (CDBG) program.

BAP will apply to...	Iron and Steel	Specifically Listed Construction Materials	All Other Construction Materials	Manufactured Products
CDBG Formula Grants	All funds obligated on or after November 15, 2022	As of the date HUD obligates new FFA from FY24 appropriations	As of the date HUD obligates new FFA from FY25 appropriations	As of the date HUD obligates new FFA from FY25 appropriations



RESOLUTION # 2026-59

DATE: 01-15-26

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

Professional Appointment – Accenture - Borough's Representation for Capital Projects

WHEREAS, the Borough of Bogota has a need to engage the services of Capital Projects for the year 2026; and

WHEREAS, the Borough of Bogota is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c.19, N.J.S.A. 19:44-20.4 et. Seq.)("Act") and will acquire professional services pursuant to this process; and

WHEREAS, the Borough of Bogota advertised for the submission or "Requests for Qualifications" ("RFQ") at least 10 days in advance of the opening of such qualifications in accordance with the aforesaid law; and RFQs were publicly opened; and

WHEREAS, the proposals and qualifications have been reviewed by the Mayor and Council who considered experience and reputation in the field; the contractor's knowledge of the Borough of Bogota; the subject matter to be addressed under the contract; the availability to accommodate any meetings; and other factors deemed to be in the best interest of the Borough;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that Accenture Infrastructure and Capital Projects, LLC is hereby appointed Borough Capital Projects for the Borough of Bogota from the date of this Resolution through December 31, 2026; and

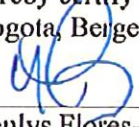
BE IT FURTHER RESOLVED that the award of the contract for this year is made pursuant to a "Fair and Open" process; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized and directed to execute a contract in accordance with this Resolution; and

BE IT FURTHER RESOLVED that a notice of this action shall be published once in The Bergen Record in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

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 01-15-26.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2026-60

DATE: 01-15-26

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

Professional Appointment – Bilow Garrett – Borough Architect

WHEREAS, the Borough of Bogota has a need to engage the services of a Borough Architect for the year 2026 to provide professional architectural services for various municipal projects; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), professional services, including architectural services, are exempt from public bidding requirements; and

WHEREAS, the Borough of Bogota is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004, c.19, N.J.S.A. 19:44A-20.4 et seq.), and professional services must be awarded in accordance with a fair and open process; and

WHEREAS, the Borough of Bogota publicly advertised for the submission of Requests for Qualifications (RFQs) at least ten (10) days in advance of the opening, in compliance with the Act; and

WHEREAS, the RFQs were publicly opened, and the Mayor and Council reviewed the proposals based on experience and reputation in the field, familiarity with the Borough, expertise in the subject matter, availability for meetings, and other factors deemed in the best interest of the Borough; and

WHEREAS, Bilow Garrett Group has been identified as the most qualified firm to serve as the Borough Architect; and, although the appointment was not made at the Borough's Reorganization Meeting on January 1, 2026, the Mayor and Council now wish to proceed with the appointment at the January 15, 2026, meeting to ensure the continuation of ongoing municipal projects;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bogota, County of Bergen, and State of New Jersey, that Bilow Garrett Group is hereby appointed as Borough Architect for the term commencing upon the adoption of this Resolution through December 31, 2026; and

BE IT FURTHER RESOLVED that this appointment is made pursuant to a fair and open process in compliance with N.J.S.A. 19:44A-20.4 et seq.; and



RESOLUTION # 2026-60

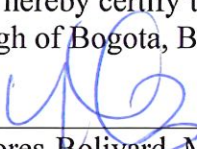
DATE: 01-15-26

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute a contract with Bilow Garrett Group in accordance with this Resolution; and

BE IT FURTHER RESOLVED that a notice of this action shall be published once in The Bergen Record in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

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 01-15-26.



Yenlys Flores-Bolivard, Municipal Clerk

**RESOLUTION # 2026-61****DATE: 01-15-26**

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

Professional Appointment – Tax Appeal Appraiser – AAG

WHEREAS, the Borough of Bogota has a need to engage the services of a Tax Appeal Appraiser for the year 2025; and

WHEREAS, the Borough of Bogota is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c.19, N.J.S.A. 19:44-20.4 et. Seq.)("Act") and will acquire professional services pursuant to this process; and

WHEREAS, the Borough of Bogota advertised for the submission or "Requests for Qualifications" ("RFQ") at least 10 days in advance of the opening of such qualifications in accordance with the aforesaid law; and RFQs were publicly opened; and

WHEREAS, the proposals and qualifications have been reviewed by the Mayor and Council who considered experience and reputation in the field; the contractor's knowledge of the Borough of Bogota; the subject matter to be addressed under the contract; the availability to accommodate any meetings; and other factors deemed to be in the best interest of the Borough;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that **AAG** is hereby appointed **Borough Tax Appeal Appraiser** for the Borough of Bogota from the date of this Resolution through December 31, 2026; and

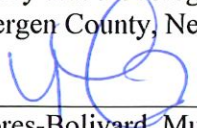
BE IT FURTHER RESOLVED that the award of the contract for this year is made pursuant to a "Fair and Open" process; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized and directed to execute a contract in accordance with this Resolution; and

BE IT FURTHER RESOLVED that a notice of this action shall be published once in The Bergen Record in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

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 01-15-26.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2026-62

DATE: 01-15-2026

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)							

SETTING 2026 SALARIES FOR CERTAIN NON-UNION & SUPERVISORY PERSONNEL

WHEREAS, the Council of the Borough of Bogota is desirous of setting 2026 salaries for certain Non-Union and Supervisory Personnel; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, a municipal corporation of NJ, located in Bergen County, thereof, as follows:

Effective January 1, 2026 "Nunc pro Tunc", except as otherwise indicated, the 2026 salaries for Non-Union and Supervisory personnel and positions are as set forth below

		2026
<u>GENERAL ADMINISTRATION</u>		
Mayor	Part-Time Salaried \$	7,000.00
Council	Part-Time Salaried \$	5,000.00
<u>MUNICIPAL CLERK</u>		
Deputy Clerk	Full-Time Salaried \$	67,512.92
Clerical Assistant	Part-Time Salaried \$	11,544.00
Assistant to the Borough Clerk	Part-Time Hourly \$	\$16.00-\$35.00
<u>FINANCIAL ADMINISTRATION</u>		
Chief Financial Officer	Part-Time Salaried \$	20,136.21
Qualified Purchasing Agent	Part-Time Salaried \$	3,082.50
<u>REVENUE ADMINISTRATION</u>		
Tax Collector	Part-Time Salaried \$	11,828.45
<u>TAX ASSESSMENT ADMINISTRATION</u>		
Tax Assessor	Part-Time Salaried \$	18,905.88
<u>PLANNING/ZONING BOARD</u>		
Secretary	Part-Time Salaried \$	4,339.16

Salary Range Ordinance

		Range	Minimum	Maximum
<u>GENERAL ADMINISTRATION</u>				
Mayor	Part-Time	Salaried	\$ 3,000.00	\$ 8,500.00
Council	Part-Time	Salaried	\$ 2,500.00	\$ 6,500.00
Business Administrator	Full-Time	Salaried	\$120,000.00	\$ 160,000.00
<u>MUNICIPAL CLERK</u>				
Borough Clerk	Full-Time	Salaried	\$ 65,000.00	\$ 115,000.00
Deputy Clerk	Full-Time	Salaried	\$ 55,000.00	\$ 80,000.00
Clerical Assistat	Part-Time	Salaried	\$ 10,000.00	\$ 20,000.00
Assistant to the Borough Clerk	Part-Time	Hourly	\$ 16.00	\$ 35.00
<u>FINANCIAL ADMINISTRATION</u>				
Chief Financial Officer	Part-Time	Salaried	\$ 15,000.00	\$ 45,000.00
Qualified Purchasing Agent	Part-Time	Salaried	\$ 2,500.00	\$ 5,000.00
<u>REVENUE ADMINISTRATION</u>				
Tax Collector	Part-Time	Salaried	\$ 10,000.00	\$ 20,000.00
<u>TAX ASSESSMENT ADMINISTRATION</u>				
Tax Assessor	Part-Time	Salaried	\$ 15,000.00	\$ 30,000.00
<u>PLANNING/ZONING BOARD</u>				
Secretary	Part-Time	Salaried	\$ 2,500.00	\$ 7,000.00
<u>UNIFORM CONSTRUCTION CODE ENFORCEMENT</u>				
Technical Assistant to Construction Official	Full-Time	Salaried	\$ 45,000.00	\$ 80,000.00
Technical Assistant to Construction Official	Part-Time	Hourly	\$ 20.00	\$ 35.00
Construction Official, Zoning Code Official	Part-Time	Salaried	\$ 25,000.00	\$ 50,000.00
Sub-Code Official - Electrical	Part-Time	Salaried	\$ 8,000.00	\$ 20,000.00
Sub-Code Official - Plumbing	Part-Time	Salaried	\$ 7,000.00	\$ 20,000.00
Sub-Code Official - Fire	Part-Time	Salaried	\$ 6,000.00	\$ 12,000.00
CCO Inspector	Part-Time	Salaried	\$ 6,000.00	\$ 10,000.00
Property Maintenance Official			\$ 22.00	\$ 35.00
<u>POLICE DEPARTMENT</u>				
Police Chief	Full - Time	Salaried	\$ 180,000.00	\$ 200,000.00
Captain	Full - Time	Salaried	\$ 165,000.00	\$ 190,000.00
<u>POLICE DISPATCHING</u>				
Dispatcher - Full Time	Full - Time	Salaried	\$ 40,000.00	\$ 65,000.00
Dispatcher - Part Time	Part-Time	Hourly	\$ 16.00	\$ 30.00
<u>CROSSING GUARDS</u>				
Crossing Guards	Part-Time	Hourly	\$ 15.00	\$ 28.00
<u>OEM</u>				
Coordinator	Part-Time	Stipend	\$ 2,000.00	\$ 5,000.00
Deputy Coordinator	Part-Time	Stipend	\$ 1,000.00	\$ 4,000.00
<u>UNIFORM FIRE SAFETY</u>				
Fire Official	Part-Time	Salaried	\$ 12,000.00	\$ 17,500.00
Fire Marshall	Full - Time	Salaried	\$ 60,000.00	\$ 85,000.00
Inspector	Part-Time	Hourly	\$ 25.00	\$ 30.00
Secretary	Part-Time	Hourly	NJ Min. Wage	\$ 25.00
<u>PUBLIC WORKS</u>				
Superintendent	Full-Time	Salaried	\$ 110,000.00	\$ 145,000.00
Assistant Superintendent	Full-Time	Salaried	\$ 5,000.00	\$ 15,000.00
Foreman	Full-Time	Salaried	\$ 5,000.00	\$ 10,000.00
Sewer Operator	Part-Time	Salaried	\$ 4,000.00	\$ 7,000.00



RESOLUTION # 2026-62

DATE: 01-15-2026

UNIFORM CONSTRUCTION CODE ENFORCEMENT

Technical Assistant to Construction Official	Full-Time	Salaried	\$	60,028.19
Technical Assistant to Construction Official	Part-Time	Hourly	\$	22.74
Construction Official, Zoning Code Official	Part-Time	Salaried	\$	40,396.04
Sub-Code Official - Electrical	Part-Time	Salaried	\$	16,054.89
Sub-Code Official - Plumbing	Part-Time	Salaried	\$	16,054.89
Sub-Code Official - Fire	Part-Time	Salaried	\$	8,678.32
CCO Inspector	Part-Time	Salaried	\$	8,678.32
Property Maintenance Official	Part-Time	Hourly	\$	30.00

POLICE DISPATCHING

Dispatcher - Part Time	Part-Time	Hourly	\$	22.09
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OEM

Coordinator	Part-Time	Stipend	\$	2,365.69
Deputy Coordinator	Part-Time	Stipend	\$	1,288.42

UNIFORM FIRE SAFETY

Fire Marshal (Part-Time)	Part-Time	Salaried	\$	14,767.58
Fire Marshal (Full-Time)	Full-Time	Salaried	\$	71,925.00
Inspector	Part-Time	Hourly	\$	25.00
Secretary	Part-Time	Hourly	\$	\$16.00 - \$25.00

PUBLIC WORKS

Assistant Superintendent	Full-Time	Salaried	\$	8,659.31 *
Foreman	Full-Time	Salaried	\$	5,000.00 *
Sewer Operator	Part-Time	Salaried	\$	4,638.61
Shade Tree - Secretary	Part-Time	Stipend	\$	4,191.19
Part-Time/Summer Help	Part-Time	Hourly	\$	\$16.00 - \$30.00

HEALTH AND HUMAN SERVICES

Registrar of Vital Statistics	Part-Time	Stipend	\$	6,800.00
Board of Health Secretary	Part-Time	Salaried	\$	2,706.00

RECREATION SERVICES AND PROGRAMS

Senior Citizen Bus Driver	Part-Time	Hourly	\$	25.00
Counselors Part-Time	Part-Time	Hourly	\$	\$16.00 - \$25.00

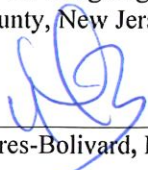
MUNICIPAL COURT

Judge	Part-Time	Salaried	\$	22,835.46
Prosecutor	Part-Time	Salaried	\$	9,317.81
Public Defender	Part-Time	Salaried	\$	3,741.36

* Added to their contractual base salary

CERTIFICATION

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 01-15-2026.


Yenlys Flores-Bolivar, Municipal Clerk

Shade Tree - Secretary	Part-Time	Stipend	\$	3,000.00	\$	6,000.00
Part-Time/Summer Help	Part-Time	Hourly	\$	15.00	\$	28.00

HEALTH AND HUMAN SERVICES

Registrar of Vital Statistics	Part-Time	Salaried	\$	5,000.00	\$	8,500.00
Board of Health Secretary	Part-Time	Salaried	\$	2,500.00	\$	6,000.00

RECREATION SERVICES AND PROGRAMS

Recreation Director	Full-Time	Salaried	\$	65,000.00	\$	90,000.00
Senior Citizen Bus Driver	Part-Time	Hourly	\$	22.00	\$	27.00
Senior Citizen Bus Driver	Part-Time	Salaried	\$	5,000.00	\$	8,000.00
Counselors Part-Time	Part-Time	Hourly		NJ Min. Wage	\$	25.00

MUNICIPAL COURT

Judge	Part-Time	Salaried	\$	20,000.00	\$	30,000.00
Prosecutor	Part-Time	Salaried	\$	8,000.00	\$	15,000.00
Public Defender	Part-Time	Salaried	\$	5,000.00	\$	10,000.00

**RESOLUTION # 2026-63****DATE: 01-15-26**

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

Approve Appointment of Shade Tree Secretary – Melissa Baque

WHEREAS, the Borough of Bogota is in need of a Shade Tree Secretary to assist the DPW with accounting for and scheduling trimming and removals of Borough Trees; and

WHEREAS, the Mayor and Council of the Borough seek to hire Melissa Baque to the position of Shade Tree Secretary effective January 19, 2026 with an annual salary of \$4,191.19; and

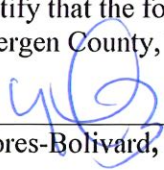
WHEREAS, the Borough Administrator and CFO have reviewed this matter and recommend that Melissa Baque be hired to the position of Shade Tree Secretary for the Borough of Bogota effective January 19, 2026 at an annual salary of \$4,191.19.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey, that Melissa Baque be and is hereby hired to the position of Shade Tree Secretary for the Borough of Bogota effective January 19, 2025 with an annual salary of \$4,191.19; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Melissa Baque and the Borough Clerk's Office 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 01-15-26.


Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2026-64

DATE: 01-15-26

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

Authorizing the Ramadan Community Event at the Senior Center/Borough Hall

WHEREAS, the Borough of Bogota recognizes and values the diverse cultural and religious traditions of its residents; and

WHEREAS, Ramadan is observed by members of the Muslim community within the Borough and begins on February 7, 2026; and

WHEREAS, the Borough wishes to support community engagement and cultural celebrations that bring residents together; and

WHEREAS, a Ramadan community event has been held in previous years to celebrate and honor this observance; and

WHEREAS, it is in the best interest of the Borough to formally authorize and document this community event, including the Borough's responsibilities and commitments related to the event; and

WHEREAS, the event will be held at the Senior Center at Borough Hall, providing a central and accessible location for community members; and

WHEREAS, the event will require a temporary street closure to ensure the safety and accessibility of attendees;

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

1. Event Authorization: The Borough of Bogota hereby authorizes the Ramadan Community Event to be held at the Senior Center at Borough Hall.
2. Event Details:
 - **Date:** February 7, 2026
 - **Time:** To be determined
 - **Location:** Senior Center, Borough Hall, Borough of Bogota
3. Street Closure Authorization: The Borough authorizes a temporary street closure of (to be determined).
4. Compliance: All event activities shall comply with applicable Borough ordinances, State regulations, and fire safety codes.



RESOLUTION # 2026-64

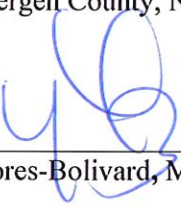
DATE: 01-15-26

5. Coordination: The Municipal Clerk's office shall coordinate with the event organizers, Police Department, and Department of Public Works to ensure proper implementation of this resolution.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to the Chief of Police, Superintendent of Public Works, and event organizers.

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 01-15-26.



Yenlys Flores-Bolivard, Municipal Clerk



RESOLUTION # 2026-65

DATE: 01-15-26

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

PROFESSIONAL SERVICES PROPOSAL – DELTA ENVIRONMENTAL SERVICES LLC – OLSEN PARK IMPROVEMENTS PROJECT

WHEREAS, the Borough is in need of environmental technical support services for the Olsen Park Improvements Project; and

WHEREAS, Delta Environmental Services LLC (Delta Environmental) has submitted a proposal to the Borough, dated September 30, 2025, for technical support services for the Olsen Park Improvements Project; and

WHEREAS, the costs associated with Delta Environmental'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 \$43,420.00; and

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

WHEREAS, the Borough Administrator has reviewed the professional services proposal submitted by Delta Environmental, 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 \$43,420.00, and recommends 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 Delta Environmental proposal submitted on September 30, 2025, for environmental technical support services for the Olsen Park Improvements Project with a maximum cost not to exceed \$43,420.00 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 Delta Environmental upon its passage.

**RESOLUTION # 2026-65****DATE: 01-15-26****CERTIFICATION OF AVAILABLE FUNDS**

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

04-2150-55-1636-007 Public Buildings: Grounds net \$/ 43,420.00

Line Item

Description

Amount

Gregory Bock, CFO

Date

CERTIFICATION

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Borough of Bogota, Bergen County, New Jersey at a meeting held on 01-15-26.

Yenlys Flores-Bolivar, Municipal Clerk

Via: Electronic Mail

September 30, 2025

Mr. Conall O'Malley
Borough Administrator
Bogota Borough
375 Larch Avenue
Bogota, NJ 07603

Re: Environmental Technical Support – LSRP/Consulting Services
Proposed Olsen Park Improvements
253 West Fort Lee Road
Bogota, New Jersey
Block 1.01, Lot 1

Dear Mr. O'Malley:

Per your request, and in response to our recent telephone conversation, Delta Environmental Services, LLC (Delta) is providing this proposal to provide environmental technical support for the redevelopment of the above-referenced site (the "Site"). Based on the results of the initial subsurface investigation activities completed at the Site by GZA GeoEnvironmental (GZA), additional actions are warranted to address historic fill material and associated contaminants of concern. As requested, you have indicated that the Borough of Bogota (the "Borough"), as the property owner, may want to retain Delta to provide Licensed Site Remediation Professional (LSRP) oversight services through the construction of the project and ultimately the issuance of a Response Action Outcome (RAO). The primary elements included in this proposal are as follows:

- Enter the Site into the NJDEP's Contaminated Site Remediation and Redevelopment Program through the filing of a Case Creation Form, followed by the online submittal of LSRP Notification of Retention and Annual Remediation Reporting Fee Forms.
- Conduct additional subsurface investigation activities to confirm the horizontal extent and boundaries of historic fill material below the Site, and potentially to develop alternative remediation standards for select contaminants of concern.
- Provide periodic oversight during the construction project to ensure it meets the requirements prescribed in the NJDEP *Technical Guidance on the Capping of Sites Undergoing Remediation*.
- Prepare and file a Deed Notice due to the continued presence of historic fill upon completion of the redevelopment.

- Prepare and submit a Remedial Action Permit (RAP) for Soil Application to the NJDEP.
- Prepare and file a virtual Classification Exception Area (CEA) and Well Restriction Area (WRA) fact sheet. It should be noted that no future costs associated with groundwater monitoring will be required per NJDEP regulation.
- Prepare and submit a final Site Investigation/Remedial Investigation/Remedial Action Report (SI/RI/RAR) to the NJDEP.
- Issue an Area of Concern (AOC) Specific Response Action Outcome (RAO-A) upon NJDEP approval of the Soil RAP Application.

Accordingly and as requested, Delta is providing the following scope-of-work to move the Site towards regulatory closure.

Scope-of-Work

Case Creation Form, LSRP Notification of Retention Form, Annual Remediation Reporting Fee Form, and Public Notification

To enter the Site into the NJDEP's system, Delta will prepare the Case Creation Form. A draft version of the form will be provided to Neglia and the Borough for review and approval. The executed version of the form will be submitted to NJDEP, which in turn will generate a Program Interest and LSRP Activity Number for the Site. Once this occurs, Delta will submit the required LSRP Notification of Retention Form through the NJDEP Online Portal. We will provide confirmation of the submittal to Neglia and the Borough. In addition, Delta will submit the Annual Remediation Reporting Fee Form through the NJDEP Online Portal. Furthermore, Delta will complete the required Public Notification requirements for this project. We recommend delivery of public notification letters via certified mail to those property owners within 200 feet of the Site.

Historic Fill Investigation

The results of the prior subsurface investigation activities identified select contaminants of concern at concentrations above their respective NJDEP Soil Remediation Standards. In addition, the presence of typical historic fill material, as defined in the NJDEP *Historic Fill Technical Guidance* document, was identified in nearly all test pits previously installed by GZA at the Site. Furthermore, NJ-GeoWeb (online mapping program) identified an area of mapped historic fill that extends across most of the Site, except for an area along the western portion of the Site adjacent to the Hackensack River. In accordance with the NJDEP *Historic Fill Technical Guidance*, the horizontal and vertical extent of historic fill must be fully characterized. To this end, delineation of historic fill can be conducted via visual assessment, and additional laboratory analysis is not required. Based on the foregoing, Delta is proposing the installation of up to 12 soil borings at select portions of the Site to delineate the extent of historic fill material previously identified below the Site. Recovered

soil will be evaluated for signs of typical historic fill material (e.g., bricks, ash, concrete, debris, wood, etc.) and impact (e.g., odors, staining, and/or elevated PID readings). It should be noted that as per NJDEP requirements, the historic fill investigation will not extend beyond the property boundary. Furthermore, soil borings will be installed along the western portion of the Site to confirm whether historic fill material extends towards the Hackensack River.

The Geotechnical Report prepared by GZA indicates that historic fill material was encountered at depths ranging from 6.0 to 7.5 feet below ground surface (bgs). To confirm whether the overburden soil located above the historic fill material can be used as part of a future "clean cap," Delta will collect 10 soil samples at depth intervals ranging from 1.0 to 2.0 feet bgs. The sampling frequency is based on the NJDEP Historic Fill Technical Guidance, which accounts for two soil samples per acre of the subject site (the Site is 5.0 acres in size) to evaluate soil for potential contaminants of concern associated with historic fill material. Samples will be submitted to a NJDEP-certified laboratory for analysis. In accordance with the NJDEP Historic Fill Technical Guidance, seven soil samples will be analyzed for Targeted Compound List (TCL) polycyclic aromatic hydrocarbons (PAHs) and Targeted Analyte List (TAL) metals, and three samples will be analyzed for TAL/TCL+30 and Category 2 Extractable Petroleum Hydrocarbons (EPH).

Upon completion of the investigation, a figure depicting the soil boring locations, analytical results for prior soil samples, and the extent of historic fill material will be provided to Neglia and the Borough for review. Soil boring logs will also be provided for reference.

The data generated as part of the investigation will be reviewed to determine whether an alternative remediation standard (ARS) can be developed for select contaminants of concern pursuant to the NJDEP *ARS Technical Guidance for Soil for the Ingestion-Dermal and Inhalation Exposure Pathways*.

Provide Periodic Oversight During Construction

In order to ensure the construction of the park adheres to the NJDEP *Technical Guidance on the Capping of Sites Undergoing Remediation* in terms capping mechanisms both for impermeable and permeable site features, Delta will provide periodic oversight during the construction phase of the project.

To meet this objective and as discussed, Delta will visit the Site once per week for a few hours each visit to spot inspect the capping of the Site. In addition, we will provide support with respect to the reuse and/or disposal of any excess soils that may be generated during the construction process. It is unclear at this point how much time will be required to complete this task as it is dependent upon the start date and duration of the capping procedures. As such, we have provided an envisioned estimated cost for budgetary purposes. Again, it is assumed that only a few hours will be required for each visit; however, the number of visits depends on the duration of the capping. If it is anticipated that the budgeted dollar amount will be exceeded, the Borough will be notified immediately.

Prepare and File Deed Notice

Upon completion of the construction and in accordance with N.J.A.C. 7:26C-7.2, Delta will prepare a draft Deed Notice for your review. The Deed Notice will include the required language, as set forth in N.J.A.C. 7:26C Appendix B, and will include all required maps and exhibits. Subsequent to your review and approval, the Deed Notice will be submitted to and officially recorded by the Bergen County Clerk's Office. Once the Deed Notice is officially filed, copies of the executed Deed Notice will be provided to the local/county health departments and each utility company that services the property. In accordance with N.J.A.C. 7:26C-7.5, a copy of the Deed Notice will be included as part of the RAP for Soil Application discussed in the next section.

It should be noted that in addition to filing the Deed Notice, the preparation and submission of a Remedial Action Protectiveness/Biennial Certification will be required every two years to document the continued maintenance and protectiveness of the engineering control. Additionally, an annual permit fee will be incurred throughout the term of the RAP. However, it should be noted that the annual permit fee amount is expected to change and will be calculated by the Department on an annual basis in the future. Please also note that an application fee, the amount of which changes on an annual basis, must be paid upon submission of the RAP. The permit application fee, as well as the annual permit fees, is not included as part of this cost estimate and it is assumed that these fees will be paid directly to the NJDEP by the Borough.

Classification Exception Area/Well Restriction Area (CEA/WRA) Fact Sheet

Due to the presence of historic fill material and related contaminants of concern (polyaromatic hydrocarbons (PAHs) and metals), groundwater conditions will be addressed through the implementation of a virtual Classification Exception Area/Well Restriction Area (CEA/WRA) pursuant to N.J.A.C. 7:26E-4.7(b). It should also be noted that the CEA/WRA for historic fill only requires the filing of a CEA/WRA Fact Sheet. As such, Delta will prepare and submit the required CEA/WRA Fact Sheet and associated exhibits to the NJDEP with the next remedial phase report. A copy of the complete CEA/WRA will also be submitted to the municipal and county clerk's office and health departments to properly document public notification of the CEA/WRA. No future monitoring and/or maintenance is required with a historic fill related CEA/WRA. Therefore, annual permit fees and Remedial Action Protectiveness/Biennial Certification Reports are not required.

Remedial Action Report and Remedial Action Permit for Soil Application

In accordance with the ARRCs Rule N.J.A.C. 7:26C, Delta will prepare a Soil RAP Application for this Site. This permit is required given the fact that engineering and institutional controls will be established as the remedy for the historic fill at the Site. In accordance with N.J.A.C. 7:26C-7.5, a copy of the Deed Notice will be included as part of the Rap for Soil Application. Prior to submittal of the RAP for Soil, a draft version of the application will be issued to Neglia and the Borough for review and comment. Once your review has been completed, we will incorporate any required changes and issue the final document for submission to

the NJDEP. The RAP for Soil Application will be submitted concurrently with the Site Investigation/Remedial Investigation/Remedial Action Report (SI/RI/RAR). The comprehensive SI/RI/RAR will be prepared consistent with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E). A Receptor Evaluation in accordance with the requirements of N.J.A.C. 7:26E-1.12 will also be included as part of this remedial phase document.

The Deed Notice, RAP for Soil Application, and SI/RI/RAR would not be finalized until these components of the site development have been sufficiently completed.

Response Action Outcome

Upon NJDEP approval of the RAP for Soil, the LSRP will prepare an AOC-Specific RAO for the property. The RAO would not be issued until the Soil Remedial Action Permit has been approved and issued by the NJDEP. However, the timing of the RAO should not delay site development work.

Cost Estimate

Delta will complete the activities, as outlined above, on a time and materials basis for the estimated cost of **\$43,420.00**. This estimate includes all Delta's oversight, drilling, laboratory analysis, project management, LSRP review, and NJDEP reporting. Table 1 includes a breakdown of associated costs.

We can begin work on this project immediately upon your authorization to proceed. An Authorization for Professional Services has been attached for your review and execution.

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.

Regards,

Best regards,

DELTA ENVIRONMENTAL SERVICES, LLC



Daniel D. Lattanzi, LSRP
Vice President

Att: Table 1 – Cost Estimate
Delta's Service Agreement

Proposed Olsen Park Improvements
253 West Fort Lee Road
Bogota, NJ

	Quantity	Unit	Unit Price	Total Price
NJDEP Forms				
Prepare and Submit NJDEP Forms	1	LS	\$ 1,500.00	\$ 1,500.00
Subsurface Investigation				
Coordination	4	HR	\$ 150.00	\$ 600.00
Soil Boring Installation	12	HR	\$ 110.00	\$ 1,320.00
			Sub-Total	\$ 1,920.00
Equipment Usage				
Field Vehicle	1	DAY	\$ 150.00	\$ 150.00
Equipment/Materials	1	DAY	\$ 300.00	\$ 300.00
			Sub-Total	\$ 450.00
Subcontractors				
Licensed Driller	1	LS	\$ 2,750.00	\$ 2,750.00
Laboratory - 7 samples for TCL PAHs/TAL Metals	7	each	\$ 225.00	\$ 1,575.00
Laboratory - 3 samples for TAL/TCL+30 and EPH	3	each	\$ 775.00	\$ 2,325.00
			Sub-Total	\$ 6,650.00
Capping Inspections and Management (8 hrs/week for 3 months)				
Environmental Scientist	96	HR	\$ 100.00	\$ 9,600.00
Field Vehicle	12	DAY	\$ 150.00	\$ 1,800.00
			Sub-Total	\$ 11,400.00
NJDEP Reporting				
SI/RI/RAR	1	LS	\$ 8,500.00	\$ 8,500.00
Deed Notice/CEA (includes recording fees)	1	LS	\$ 4,500.00	\$ 4,500.00
Remedial Action Permit Application (application fee not included)	1	LS	\$ 2,500.00	\$ 2,500.00
Response Action Outcome	1	LS	\$ 1,500.00	\$ 1,500.00
LSRP Review	20	HR	\$ 225.00	\$ 4,500.00
			Sub-Total	\$ 21,500.00
			Total	\$ 43,420.00

**DELTA ENVIRONMENTAL SERVICES, LLC
SERVICE AGREEMENT**

This Services Agreement (this "**Agreement**"), dated as of September 30, 2025 (the "**Effective Date**"), is by and between Delta Environmental Services, LLC, a New Jersey limited liability company, with an address of 165 Passaic Avenue, Suite 205, Fairfield, New Jersey 07004 ("**Service Provider**") and the Borough of Bogota, with an address of 375 Larch Avenue, Bogota, NJ 07063 ("**Customer**" and together with Service Provider, the "**Parties**," and each a "**Party**").

WHEREAS, Service Provider has the capability and capacity to provide certain environmental consulting services; and

WHEREAS, Customer desires to retain Service Provider to provide said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of, THEREFORE, in consideration of the mutual covenants and agreements which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the services (the "**Services**") set out in one or more statements of work to be issued by Customer and accepted by Service Provider (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager and the Customer Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively.

2. Service Provider Obligations. Service Provider shall:

2.1 Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Contract Manager**").

(b) A number of employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider Contract Manager, "**Provider Representatives**").

2.2 Make no changes in Provider Representatives except:

(a) Following notice to Customer.

(b) Upon the resignation, termination, death, or disability of an existing Provider Representative.

2.3 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services. During the Term and for a period of 10 years thereafter, upon Customer's written request, Service Provider shall allow Customer or Customer's representative to inspect and make copies of such records in connection with the provision of the Services; provided that Customer gives Service Provider at least 10 days advance written notice of the planned inspection.

2.4 Commence work upon execution of this Agreement and complete the scope-of-work set-forth in the Statement of Work in a professional manner consistent with industry standards for that scope in the vicinity of the project and in accordance with all applicable environmental statutes and regulations, including:

- (a) Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C-1.1 et seq.).
- (b) Remediation Standards (N.J.A.C. 7:26D-1.1 et seq.).
- (c) Technical Requirements for Site Remediation (N.J.A.C. 7:26E-1.1 et seq.).
- (d) Applicable New Jersey Department of Environmental Protection Technical Guidance Documents.
- (e) Other applicable laws and regulations.

2.5 If the scope-of-work set forth in the Statement of Work includes construction inspection or testing services by Service Provider, such services are provided only for the purpose of determining the construction contractor's compliance with the functional provisions of the project specifications. Service Provider does not guarantee or warrant the construction contractor's work and has no responsibility for the means, methods, or equipment employed by the construction contractor, for jobsite safety, or for the construction contractor's compliance with laws, rules, or regulations applicable to its work. Notwithstanding the foregoing, Service Provider will use commercially reasonable means to retain a competent construction contractor in the relevant market that has an established reputation in the environmental remediation field and will require that the construction contractor comply with the insurance requirements set-forth in Section 10 of this Agreement. Customer agrees that the construction contractor shall assume sole, complete, and continuous responsibility for jobsite conditions during the course of the project, including during non-working hours, including for jobsite safety of all persons and property thereon.

2.6 Service Provider may, at the request of Customer, provide projections, statements, or estimates of future work based on Service Provider's experience, knowledge, and professional judgment for the use of the Customer, but such projects, statements, and estimates are not binding on Service Provider. Unless directed by the Customer, Service Provider will not incur additional costs that exceed the proposal amount set forth in the Statement of Work, including the project contingency, without notifying Customer of the same in advance.

2.7 If the scope-of-work set forth in the Statement of Work, includes identification, investigation, assessment, containment, or remediation of hazardous waste, pollution sources, nuisances, or chemical or industrial disposals that may exist at the site of work, Customer acknowledges that neither Service Providers nor any of its subcontractors in any way contributed to or caused such conditions on or at the site of work and that Service Provider has been retained for the sole purpose of assisting Customer in identifying and assessing any such problems that may exist at the site of work and assisting Customer in formulating a remediation plan. Customer agrees that Service Provider is responsible only for making the investigations, reports, and recommendations to Customer expressly set forth in the Statement of Work and that, unless expressly agreed otherwise, Customer shall be solely responsible for making any disclosures or reports to third parties and for undertaking, prosecuting, and completing any corrective, remedial, or mitigative actions on the job site.

2.8 If, in Service Provider's sole discretion, Service Provider determines it is legally required to report evidence of environmental contamination to any appropriate governmental agency within a legally mandated time period, Service Provider will notify Customer of such requirement prior to making notification to the appropriate governmental agency. Whenever possible, Service Provider will provide Customer the opportunity to make the appropriate notification within the legally mandated time period in lieu of notification by Service Provider. However, if Customer fails to make timely notification, or if despite such notification, Service Provider, in its sole discretion, determines it remains legally obligated to make notification, then

Customer agrees that Service Provider must comply with its reporting requirements and, notwithstanding any provision of this Agreement to the contrary (including the provisions of Section 7), Customer consents to Service Provider making the legally required notification to the appropriate government agency.

3. Customer Obligations. Customer shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

3.5 Provide Service Provider with access to the site of work, obtain all required permits, and provide all legal services in connection with the project, unless provision of the same is specifically included in the scope-of-work set forth in the Statement of Work.

3.6 Pay all costs and fees for inspections, zoning applications, soil engineering, testing, surveying, permits, bond premiums, blueprints, reproductions, and all other costs and fee of any kind not specifically included in the scope-of-work set forth in the Statement of Work.

3.7 If the scope-of-work set forth in the Statement of Work includes drilling of borings, the installation of wells, other similar work, Customer will:

(a) Warrant that all overhead and underground utilities have been located and that they will not interfere with Service Provider's work. Should such utilities interfere with Service Provider's work, any and all relocations and repairs of such utilities including, but not limited to, excavation, test pitting, and probing shall be done by Customer at its sole expense.

(b) Provide all required traffic and pedestrian protection.

(c) Provide security measures necessary to ensure safe storage of the drilling equipment and construction materials during non-working hours.

(d) Protect the drilling equipment and construction materials from damage caused by the actions or omissions of Customer and Customer's other contractors, agents, and employees.

(e) Be responsible for, and own, all waste generated by the drilling activities. Service Provider, or its subcontractors, will place drill cuttings into a drum or other equivalent container and pump drill fluids into a sanitary drop or other appropriate on-site storage location as directed by Customer.

(f) Agree that while drilling boring and installing wells are commonly used exploration methods that may be necessary for Service Provider's investigation, there is an inherent risk to drilling borings, installing wells, and performing other similar exploration

methods a hazardous waste site. Those risks include, but are not limited to, 1) penetration through contaminated material and into uncontaminated aquifer or groundwater, resulting in cross-contamination; and 2) seals, such as backfilled grout and other methods in accordance with applicable law and practice, may be imperfect and fail. To the fullest extent allowed by law, Customer releases Service Provider from any and all liability for all claims, demands, causes of action, and lawsuits that may arise from such inherently hazardous activities.

3.8 Provide Service Provider with access to, and upon request, copies of all maps, drawing, reports, data, analysis, and similar information related to the scope-of-work undertaken by Service Provider and identify therein any such material considered Confidential Information (as defined by this Agreement).

3.9 Agree that Service Provider may reference its work for Customer in its professional resume and marketing materials, provided that Service Provider does not include any of Customer's Confidential Information therein.

3.10 Agree that as the owner of the site, state and federal law may render it jointly, severally, or solely liable for the remediation of the site and all costs, fees, and expense that may arise directly or indirectly out of the liability associated with its ownership and that Service Provider is retained solely to investigate and remediate contamination on the site on behalf of Customer and has no independent obligation or duty of its own to clean or remediate the site and has no responsibility for direct, consequential, or collateral damages caused by any contamination. To the maximum extent provided by law, Customer agrees to save, defend, indemnify, and hold harmless Service Provider from any and all claims, demands, lawsuits, liabilities, orders, causes of actions, and liens (collectively "Claims"), related to the jobsite, unless and until it is finally determined, through the exhaustion of all available appeals, that Service Provider's sole negligence is the cause of the Claim. Should Service Provider be required to answer or otherwise defend a Claim or appear as witness in a lawsuit related to its work performed under this Agreement, Customer shall pay Service Provider's hourly labor costs, fees, and expenses, including reasonable in-house and outside counsel fees, administrative fees, and project management fees in accordance with Service Provider's fee schedule. Additionally, Service Provider shall indemnify, defend, and hold harmless Customer from any claims, lawsuits, liabilities, orders, causes of action, and liens, resulting from the negligent acts, errors or omissions of Service Provider with the exception that Service Provider shall not be responsible for such indemnification where the Customer is adjudged to be negligent by its actions or inactions at the site.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in Service Provider's then current fee schedule, included in Exhibit A. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within 30 days of receipt by the Customer of an invoice from Service Provider but in no event more than 30 days after completion of the Services performed pursuant to the applicable Statement of Work. In connection with each invoice, Service Provider shall provide Customer with any documentation reasonably required by Customer to process payment to Service Provider by any of Customer's insurance carriers. In connection with its final invoice, Service Provider shall provide Customer with a final release and waiver of liens from Service Provider and any of its subcontractors, and warrant that upon payment of the final invoice, the jobsite shall be

free and clear of any and all liens, claims, unsatisfied demands, security interests, and other encumbrances by Service Provider, its subcontractors, and suppliers.

4.2 Customer shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work, within 30 days of receipt by the Customer of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation.

4.3 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; and to the extent Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse Service Provider in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.4 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 1% per month, and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder and such failure continues for 7 days following written notice thereof.

5. Limited Warranty and Limitation of Liability.

5.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) Using personnel of commercially reasonable skill, experience, and qualifications.

(c) In a workmanlike and professional manner in accordance with the requirements of Section 2.4 of this Agreement.

5.2 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 7 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Customer.

5.3 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property. Upon payment of Service Provider's final invoice, all drawings, specifications, and other work product (excluding work notes and internal documents) delivered to Customer (collectively, the "Deliverables") shall become the property of the Customer. However, ownership of all intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in the Deliverables, except for any Confidential Information of Customer or customer materials, shall be retained by Service Provider. Upon payment of the final invoice, Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. Any use of the Deliverables on an unrelated project, or modification of the Deliverables by Customer, without the express written consent at Service Provider shall be at Customer's sole risk. Service Provider is entitled to a reproducible copy of all Deliverables furnished to Customer, the costs of which shall be a reimbursable expense under this Agreement.

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 10 days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, ("Receiving Party's Group") shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent

contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:

(a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within 7 days after receipt of written notice of such breach, or such material breach is incapable of cure.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 30 days or is not dismissed or vacated within 45 days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3 Notwithstanding anything to the contrary in Section 8.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for 7 days after Customer's receipt of written notice of nonpayment; or (b) more than 3 times in any 12 month period.

8.4 Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement on 3 business days written notice to Service Provider, provided that Customer pays Service Provider all monies due to Service Provider up to the date of termination.

8.5 The rights and obligations of the Parties set forth in this Section 8.4 and in Sections 6-7, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE

AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK.

10. Insurance. During the term of this Agreement and for a period of one year thereafter, Service Provider shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes:

- (a) Comprehensive general liability insurance with annual aggregate limits of \$4,000,000.
- (b) Worker's compensation insurance with statutory coverage and employer's liability coverage in a sum no less than \$1,000,000.
- (c) Automobile liability insurance with annual aggregate limits of \$1,000,000.
- (d) Professional liability insurance with limits of \$4,000,000 per claim in the aggregate and on a claims-made basis.
- (e) Contractor pollution liability insurance with limits of \$1,000,000 per claim in the aggregate on a claims-made basis.

Service Provider shall provide Customer with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Customer as an additional insured. All of the insurance required by this Agreement may be comprised of a combination of primary and excess policies.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice," and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

Notice to Customer

Borough of Bogota
375 Larch Avenue
Bogota, NJ 07603
Attention: Mr. Conall O'Malley

Notice to Service Provider:

165 Passaic Avenue, Suite 205
Fairfield, New Jersey 07004
Attention: Vice President

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New Jersey, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the Superior Court of New Jersey, Passaic County. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court and agrees to bring any such action, litigation, or proceeding only therein. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 7 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 7 consecutive days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon 10 days' written notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Accepted and Agreed to:

BOROUGH OF BOGOTA

Signature: _____



By: _____

Borough Clerk Yank Flores-Balvard

Title: _____

Borough Clerk

Date: _____

1/16/2024

DELTA ENVIRONMENTAL SERVICES

Signature: _____

Thomas C. Bambrick

By: Thomas C. Bambrick, LSRP

Title: President

Date: September 30, 2025

**RESOLUTION # 2026-66C****DATE: 01-15-26**

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

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

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

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

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



RESOLUTION # 2026-66C

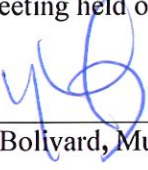
DATE: 01-15-26

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

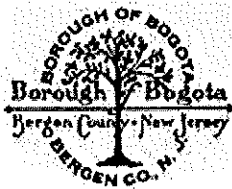
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Bogota that an executive session, not open to the public shall be held to discuss matters of topic(s) referred to above as permitted by law and the matters so discussed will be disclosed to the public as soon as possible and to the extent that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

CERTIFICATION

I, Yenlys Flores-Bolivar, Municipal Clerk of the Borough of Bogota, Bergen County, New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council at a meeting held on 01-15-26.


Yenlys Flores-Bolivar, Municipal Clerk

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 January 14, 26

MOTION _____

SECOND _____

Carried ☐ Defeated ☐ Tabled ☐

Meeting: 1-15-26
PC26-01 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 to claimants per the payment of claims;

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

<u>Fund</u>	<u>Amount</u>
Total fund 01 CURRENT FUND	670,814.27
Total fund 04 General Capital Fund	322,624.26
Total fund 13 Recreation Trust Fund	929.08
Total fund 16 ACCUTRACK ACCOUNT	900.00
Total fund 19 COAH	4,604.74
GRAND TOTAL:	999,872.35

Motion: Councilwoman Carpenter made a motion to approve PC26-01. Seconded by Councilwoman Vergara. Council President Kohles recused herself on any items related to the DPW or Superintendent Kohles, voted no Purchase Order 26301-Enterprise, and voted yes on the remainder of items. Councilwoman Carpenter voted no on Purchase Order 26301-Enterprise and yes on the remainder of items. Councilman Hordern recused himself on any items related to the Bogota Fire Department and voted yes on the remainder of items. Councilmembers McHale, Mitchell, and Vergara voted yes.

R E S O L U T I O N

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



Meeting: 1-15-26
PC26-01 Payment of Claims

DATE January 14, 26

MOTION Kohles

SECOND Carpenter

Carried ☐ Defeated ☐ Tabled ☐

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

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

<u>Fund</u>	<u>Amount</u>
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Total fund 16 ACCUTRACK ACCOUNT	900.00
Total fund 19 COAH	4,604.74
GRAND TOTAL:	999,872.35

PO #	Date	Vendor	Description	Amount	Paid Date
1-2010-20-1002-002 Appropriation Control General Administration - O/E					
260022	01/13/26	ASCAP	ACCOUNT# 500727825; LICENSE	458.00	01/13/26
260030	01/13/26	CONALL O'MALLEY	REIMBURSENT FOR REORG	58.76	01/13/26
Total for				516.76	
Department Total:				516.76	
1-2010-20-1010-001 Appropriation Control Grantsperson - O/E Other Expenses					
260014	01/13/26	MILLENNIUM STRATEGIES JAN 2026 GRANT WRITING		3,300.00	01/13/26
Total for				3,300.00	
Department Total:				3,300.00	
1-2010-20-1102-000 Appropriation Control Mayor & Council - O/E Other					
260025	01/13/26	NJCM	INV# 90230; NJCM 2026 DUES	525.00	01/13/26
Total for				525.00	
Department Total:				525.00	
1-2010-20-1202-000 Appropriation Control Municipal Clerk - O/E Other					
260038	01/13/26	LAURA CASTELLANO	CLERK HELP	0.00	01/13/26
260038	01/13/26	LAURA CASTELLANO	CLERK HELP	512.50	01/13/26
260034	01/13/26	MUNIDEX	2026 MUNIDEX SOFTWARE MAIN.	-126.90	01/13/26
260034	01/13/26	MUNIDEX	2026 MUNIDEX SOFTWARE MAIN.	1,269.00	01/13/26
Total for				1,654.60	
Department Total:				1,654.60	
1-2010-20-1302-000 Appropriation Control Financial Administration - O/E					
260034	01/13/26	MUNIDEX	2026 MUNIDEX SOFTWARE MAIN.	-536.50	01/13/26
260034	01/13/26	MUNIDEX	2026 MUNIDEX SOFTWARE MAIN.	5,365.00	01/13/26
Total for				4,828.50	
Department Total:				4,828.50	
1-2010-20-1402-001 Appropriation Control Data Processing - O/E					
260019	01/13/26	GREAT AMERICAN	40919870; POSTAGE MACHINE	152.00	01/13/26
260017	01/13/26	T&G INDUSTRIES INC.	INV#594275854; COPY/PRINTER	594.00	01/13/26
Total for				746.00	
1-2010-20-1402-002 Appropriation Control Data Processing - O/E Copy Machine					
260020	01/13/26	DE LAGE LANDEN	JANUARY '26 FIREHOUSE COPIER	95.00	01/13/26
Total for				95.00	
Department Total:				841.00	
1-2010-20-1452-000 Appropriation Control Revenue Administration - O/E Other					
260034	01/13/26	MUNIDEX	2026 MUNIDEX SOFTWARE MAIN.	-402.90	01/13/26
260034	01/13/26	MUNIDEX	2026 MUNIDEX SOFTWARE MAIN.	4,029.00	01/13/26
Total for				3,626.10	
Department Total:				3,626.10	
1-2010-23-2102-001 Appropriation Control Liability Insurance SBMJIF					
260031	01/13/26	SOUTH BERGEN MUNICIPAL	FIRST INSTALLMENT 2026	224,146.00	01/13/26
Total for				224,146.00	
Department Total:				224,146.00	

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1-2010-23-2150-000 Appropriation Control Workers Compensation Insurance					
260031	01/13/26	SOUTH BERGEN MUNICIPAL	FIRST INSTALLMENT 2026	224,146.00	01/13/26
otal for				224,146.00	
partment Total:				224,146.00	
1-2010-23-2202-092 Appropriation Control Group Insurance - O/E Medical					
260035	01/13/26	SHBP - STATE PENSIONS	EE HEALTH BENEFITS JANUARY	-120,394.62	01/13/26
260035	01/13/26	SHBP - STATE PENSIONS	EE HEALTH BENEFITS JANUARY	0.00	01/13/26
260035	01/13/26	SHBP - STATE PENSIONS	EE HEALTH BENEFITS JANUARY	120,394.62	01/13/26
260035	01/13/26	SHBP - STATE PENSIONS	EE HEALTH BENEFITS JANUARY	120,394.62	01/13/26
otal for				120,394.62	
1-2010-23-2202-094 Appropriation Control Group Insurance - O/E Disability					
260009	01/13/26	UNUM LIFE INSURANCE CO	JANUARY 2026 DISABILITY	1,512.73	01/13/26
otal for				1,512.73	
partment Total:				121,907.35	
1-2010-24-2302-001 Appropriation Control Other Insurance Premiums Public					
260032	01/13/26	OTTERSTEDT INSURANCE	AD&D RENEWAL FIRE DEPT.	2,968.00	01/13/26
otal for				2,968.00	
partment Total:				2,968.00	
1-2010-25-2402-007 Appropriation Control Police - O/E Vehicle Maintenance					
260013	01/13/26	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE	9,163.02	01/13/26
otal for				9,163.02	
partment Total:				9,163.02	
1-2010-25-2552-004 Appropriation Control Fire - O/E Enterprise					
260013	01/13/26	ENTERPRISE FM TRUST	FLEET LEASE PD & FIRE	2,285.62	01/13/26
otal for				2,285.62	
partment Total:				2,285.62	
1-2010-26-3002-000 Appropriation Control Shade Tree - O/E Other Expenses					
260033	01/13/26	ANJEC	2026 MEMBERSHIP DUES FOR	475.00	01/13/26
otal for				475.00	
partment Total:				475.00	
1-2010-26-3102-003 Appropriation Control Buildings & Grounds - O/E Other					
260006	01/13/26	VERIZON	ACCT #150-594-750-0001-35	5.00	01/13/26
otal for				5.00	
partment Total:				5.00	
1-2010-31-4402-001 Appropriation Control Telephone SPECTROTEL #320604					
260016	01/13/26	CABLEVISION LIGHTPATH,	PHONE CHARGES; JANUARY 2026	2,980.00	01/13/26
otal for				2,980.00	
1-2010-31-4402-004 Appropriation Control Telephone Verizon - Main					
260005	01/13/26	VERIZON	ACCOUNT#	299.00	01/13/26
otal for				299.00	
1-2010-31-4402-012 Appropriation Control Telephone CABLEVISION - REC BLDG					
260008	01/13/26	OPTIMUM	JANUARY 2026 CABLE/ISP	172.95	01/13/26

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otal for		Appropriation Control Telephone CABLEVISION -		172.95	
1-2010-31-4402-014 Appropriation Control Telephone CABLE TV & ISP - FD CO#1					
260008	01/13/26	OPTIMUM	JANUARY 2026 CABLE/ISP	280.69	01/13/26
otal for		Appropriation Control Telephone CABLE TV & ISP		280.69	
1-2010-31-4402-016 Appropriation Control Telephone 07870-061598-01-0					
260008	01/13/26	OPTIMUM	JANUARY 2026 CABLE/ISP	238.95	01/13/26
otal for		Appropriation Control Telephone		238.95	
1-2010-31-4402-017 Appropriation Control Telephone CABLE TV & ISP - OEM					
260008	01/13/26	OPTIMUM	JANUARY 2026 CABLE/ISP	129.94	01/13/26
otal for		Appropriation Control Telephone CABLE TV & ISP		129.94	
1-2010-31-4402-018 Appropriation Control Telephone CABLE TV & ISP - SQUAD					
260008	01/13/26	OPTIMUM	JANUARY 2026 CABLE/ISP	99.40	01/13/26
otal for		Appropriation Control Telephone CABLE TV & ISP		99.40	
1-2010-31-4402-020 Appropriation Control Telephone CABLE TV & ISP - BORO					
260008	01/13/26	OPTIMUM	JANUARY 2026 CABLE/ISP	222.95	01/13/26
260003	01/13/26	VERIZON	ACCOUNT# 558-020-786-0001-52	13.29	01/13/26
otal for		Appropriation Control Telephone CABLE TV & ISP		236.24	
1-2010-31-4402-021 Appropriation Control Telephone 07870-495094-01-4					
260008	01/13/26	OPTIMUM	JANUARY 2026 CABLE/ISP	275.52	01/13/26
otal for		Appropriation Control Telephone		275.52	
1-2010-31-4402-022 Appropriation Control Telephone VERIZON - ELEVATOR LINE					
260004	01/13/26	VERIZON	ACCOUNT# 250-717-861-0001-86	65.82	01/13/26
otal for		Appropriation Control Telephone VERIZON -		65.82	
1-2010-31-4402-028 Appropriation Control Telephone OPTIMUM - 31 FAIRVIEW					
260008	01/13/26	OPTIMUM	JANUARY 2026 CABLE/ISP	687.38	01/13/26
otal for		Appropriation Control Telephone OPTIMUM - 31		687.38	
partment Total:				5,465.89	
1-2030-20-1002-002 APPROPRIATION RESERVES General Administration - O/E					
251882	12/29/25	A STITCH IN TIME	HOODED SWEATSHIRTS &	508.00	01/13/26
otal for		APPROPRIATION RESERVES General Administration		508.00	
partment Total:				508.00	
1-2030-20-1202-000 APPROPRIATION RESERVES Municipal Clerk - O/E Other					
260038	01/13/26	LAURA CASTELLANO	CLERK HELP	362.50	01/13/26
251881	12/29/25	THE BEETCH BARN CRAFT	INV# 000113; ADULT & CHILD	165.00	01/13/26
otal for		APPROPRIATION RESERVES Municipal Clerk - O/E		527.50	
partment Total:				527.50	
1-2030-20-1302-000 APPROPRIATION RESERVES Financial Administration - O/E					
260015	01/13/26	BATTAGLIA ASSOCIATES,	INV# BO-2025-12; DEC '25	12,022.50	01/13/26
otal for		APPROPRIATION RESERVES Financial		12,022.50	
partment Total:				12,022.50	
1-2030-20-1402-001 APPROPRIATION RESERVES Data Processing - O/E					
260018	01/13/26	T&G INDUSTRIES INC.	593739611; COPY/PRINTER	594.74	01/13/26
260021	01/13/26	TRI-STATE TECHNICAL	INV# 20586; TRBL SHT FOR	394.20	01/13/26

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251753	12/01/25	WAVEDASH TECHNICAL	INV# 604; MIC FIX AND	1,193.00	01/13/26
total for		APPROPRIATION RESERVES	Data Processing - O/E	2,181.94	
Department Total:		APPROPRIATION RESERVES	Data Processing - O/E	2,181.94	
1-2030-20-1452-000 APPROPRIATION RESERVES Revenue Administration - O/E					
260015	01/13/26	BATTAGLIA ASSOCIATES, INV#	BO-2025-12; DEC '25	7,770.00	01/13/26
260007	01/13/26	MUNIDEX	992992; 2025 FINAL BILLS &	270.00	01/13/26
total for		APPROPRIATION RESERVES	Revenue Administration	8,040.00	
Department Total:		APPROPRIATION RESERVES	Revenue Administration	8,040.00	
1-2030-20-1552-002 APPROPRIATION RESERVES Legal Services - O/E Other					
260011	01/13/26	BOGGIA & BOGGIA, LLC	PROF SRVCS RENDERED THRU	4,565.00	01/13/26
total for		APPROPRIATION RESERVES	Legal Services - O/E	4,565.00	
Department Total:		APPROPRIATION RESERVES	Legal Services - O/E	4,565.00	
1-2030-25-2402-003 APPROPRIATION RESERVES Police - O/E Office Supplies					
251523	10/27/25	STAPLES ADVANTAGE	INV# 6044410976; COPY PAPER	84.98	01/13/26
251625	11/12/25	STAPLES ADVANTAGE	INV# 6046387414; COPY PAPER	84.98	01/13/26
total for		APPROPRIATION RESERVES	Police - O/E Office	169.96	
1-2030-25-2402-008 APPROPRIATION RESERVES Police - O/E Special Services					
251626	11/12/25	D & E UNIFORMS	QT# BPD10926; DBL CITATION	240.00	01/13/26
total for		APPROPRIATION RESERVES	Police - O/E Special	240.00	
Department Total:		APPROPRIATION RESERVES	Police - O/E	409.96	
1-2030-25-2552-001 APPROPRIATION RESERVES Fire - O/E Other Expenses					
251738	12/01/25	SUPERIOR DISTRIBUTORS	INV# 253090169; SPEEDY DRY	744.00	01/13/26
total for		APPROPRIATION RESERVES	Fire - O/E Other	744.00	
Department Total:		APPROPRIATION RESERVES	Fire - O/E	744.00	
1-2030-26-2902-001 APPROPRIATION RESERVES DPW - O/E Snow Removal					
251890	12/31/25	CLIFFSIDE BODY CORP.	INV# S107063 & S107064	228.38	01/13/26
251888	12/31/25	VAN DINE 4 WHEEL DRIVE	INV# 145952; PLOW OIL	80.00	01/13/26
total for		APPROPRIATION RESERVES	DPW - O/E Snow Removal	308.38	
1-2030-26-2902-002 APPROPRIATION RESERVES DPW - O/E Miscellaneous					
251893	12/31/25	HOME DEPOT CREDIT	INV# 016502/1531506;	234.18	01/13/26
total for		APPROPRIATION RESERVES	DPW - O/E Miscellaneous	234.18	
Department Total:		APPROPRIATION RESERVES	DPW - O/E	542.56	
1-2030-26-3102-003 APPROPRIATION RESERVES Buildings & Grounds - O/E Other					
251889	12/31/25	BRAEN STONE	INV# 226811; RECYCLED	227.64	01/13/26
251884	12/31/25	QUALITY COOLING CORP	INV# 2025-184; NO HEAT IN	1,645.00	01/13/26
251891	12/31/25	THIS AND THAT HARDWARE	INV# 2512-052694; ELECT	73.97	01/13/26
251892	12/31/25	THIS AND THAT HARDWARE	INV# 2512-054743; SNOW	85.97	01/13/26
total for		APPROPRIATION RESERVES	Buildings & Grounds -	2,032.58	
Department Total:		APPROPRIATION RESERVES	Buildings & Grounds -	2,032.58	
1-2030-31-4302-001 APPROPRIATION RESERVES Electricity #6504224218					
260001	01/13/26	PSE&G	DECEMBER '25 GAS & ELECTRIC	23,311.36	01/13/26
total for		APPROPRIATION RESERVES	Electricity #6504224218	23,311.36	

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<u>apartment Total:</u>		<u>APPROPRIATION RESERVES Electricity</u>		<u>23,311.36</u>	
1-2030-31-4402-006 APPROPRIATION RESERVES Telephone Internet - Verizon					
260002	01/13/26	VERIZON WIRELESS	ACCT#	1,801.34	01/13/26
otal for		APPROPRIATION RESERVES Telephone Internet -		1,801.34	
<u>apartment Total:</u>		<u>APPROPRIATION RESERVES Telephone</u>		<u>1,801.34</u>	
1-2030-31-4602-001 APPROPRIATION RESERVES Gasoline DPW					
251894	12/31/25	VILLAGE OF RIDGEFIELD	DECEMBER 2025 FUEL CHARGES	3,193.31	01/13/26
otal for		APPROPRIATION RESERVES Gasoline DPW		3,193.31	
1-2030-31-4602-002 APPROPRIATION RESERVES Gasoline Police					
251894	12/31/25	VILLAGE OF RIDGEFIELD	DECEMBER 2025 FUEL CHARGES	1,896.98	01/13/26
otal for		APPROPRIATION RESERVES Gasoline Police		1,896.98	
1-2030-31-4602-003 APPROPRIATION RESERVES Gasoline Recreation					
251894	12/31/25	VILLAGE OF RIDGEFIELD	DECEMBER 2025 FUEL CHARGES	34.12	01/13/26
otal for		APPROPRIATION RESERVES Gasoline Recreation		34.12	
1-2030-31-4602-004 APPROPRIATION RESERVES Gasoline Rescue					
251894	12/31/25	VILLAGE OF RIDGEFIELD	DECEMBER 2025 FUEL CHARGES	53.82	01/13/26
otal for		APPROPRIATION RESERVES Gasoline Rescue		53.82	
1-2030-31-4602-005 APPROPRIATION RESERVES Gasoline Fire Department					
251894	12/31/25	VILLAGE OF RIDGEFIELD	DECEMBER 2025 FUEL CHARGES	369.12	01/13/26
otal for		APPROPRIATION RESERVES Gasoline Fire		369.12	
1-2030-31-4602-006 APPROPRIATION RESERVES Gasoline Surcharge					
251894	12/31/25	VILLAGE OF RIDGEFIELD	DECEMBER 2025 FUEL CHARGES	832.10	01/13/26
otal for		APPROPRIATION RESERVES Gasoline Surcharge		832.10	
<u>apartment Total:</u>		<u>APPROPRIATION RESERVES Gasoline</u>		<u>6,379.45</u>	
1-2030-32-4652-002 APPROPRIATION RESERVES Solid Waste Disposal					
251886	12/31/25	ENVIRONMENTAL RENEWAL,INV#	341171, 341280, 341265,	1,534.00	01/13/26
otal for		APPROPRIATION RESERVES Solid Waste Disposal		1,534.00	
<u>apartment Total:</u>		<u>APPROPRIATION RESERVES Solid Waste Disposal</u>		<u>1,534.00</u>	
1-2800- - - RESERVE FOR CREDIT CARD FEES RESERVE FOR CREDIT CARD					
260027	01/05/26	AMERICAN EXPRESS	DEMAND DEBIT - 01/05/2026	83.18	01/05/26
260026	01/02/26	MERCHANT SERVICE FEES	DEMAND DEBIT - 01/02/2026	127.06	01/02/26
otal for		RESERVE FOR CREDIT CARD FEES RESERVE FOR		210.24	
<u>apartment Total:</u>		<u>RESERVE FOR CREDIT CARD FEES RESERVE FOR</u>		<u>210.24</u>	
1-G300-13-1000-024 APPROPRIATED GRANTS MUNICIPAL ALLIANCE 2024					
260028	01/13/26	CNA SURETY DIRECT BILI	2/3/2026-2/3/2027 PREMIUM	150.00	01/05/26
otal for		APPROPRIATED GRANTS MUNICIPAL ALLIANCE 2024		150.00	
<u>apartment Total:</u>		<u>APPROPRIATED GRANTS MUNICIPAL ALLIANCE</u>		<u>150.00</u>	
4-2150-55-1532-001 Improvment Authorizations 1532 - Rec/Community Center					
250371	03/06/25	ACCENTURE	36801; CONSTRUCTION	9,276.00	01/13/26
250371	03/06/25	ACCENTURE	37173; CONSTRUCTION	9,276.00	01/13/26
otal for		Improvment Authorizations 1532 - Rec/Community		18,552.00	
<u>apartment Total:</u>		<u>Improvment Authorizations 1532 - Rec/Community</u>		<u>18,552.00</u>	

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4-2150-55-1560-004 Improvment Authorizations 1560 - Var. Cap. Impvts					
250372	03/06/25	BENARD ASSOCIATES,	CONSTRUCTION OF RECREATION	43,697.86	01/13/26
otal for		Improvment Authorizations 1560 - Var. Cap.		43,697.86	
<u>Department Total:</u>		<u>Improvment Authorizations 1560 - Var. Cap.</u>		<u>43,697.86</u>	
4-2150-55-1627-001 Improvment Authorizations 1627 - Rec/Community Center					
251115	07/28/25	ACCENTURE	36803; SPECIAL INSPECTION	2,722.50	01/13/26
250372	03/06/25	BENARD ASSOCIATES,	CONSTRUCTION OF RECREATION	257,651.90	01/13/26
otal for		Improvment Authorizations 1627 - Rec/Community		260,374.40	
<u>Department Total:</u>		<u>Improvment Authorizations 1627 - Rec/Community</u>		<u>260,374.40</u>	
3-2860- - - Basketball					
251883	12/31/25	AMAZON.COM SERVICES,	INV# 1GGN-7Q6W-7NPR	539.18	01/13/26
251878	12/29/25	VERONICA SPORTS LLC	INV# 3551; BASKETBALL	99.90	01/13/26
otal for		Basketball		639.08	
<u>Department Total:</u>		<u>Basketball</u>		<u>639.08</u>	
3-2920- - - Cheering					
251880	12/29/25	SBHS CPA	REGISTRATION FOR CHEER	290.00	01/13/26
otal for		Cheering		290.00	
<u>Department Total:</u>		<u>Cheering</u>		<u>290.00</u>	
6-2000-25-0023- ACCUTRACK ACCOUNT YUNEISY DIAZ ALFONSO					
251809	12/11/25	COSTA ENGINEERING	23512; 77 RIVER ROAD	900.00	01/13/26
otal for		ACCUTRACK ACCOUNT YUNEISY DIAZ ALFONSO		900.00	
<u>Department Total:</u>		<u>ACCUTRACK ACCOUNT</u>		<u>900.00</u>	
9-2000- - - RESERVE FOR EXPENDITURES INTEREST ON INVESTMENTS					
260029	01/13/26	PIAZZA & ASSOCIATES,	JANUARY 2026 MONTHLY	200.00	01/13/26
251847	12/16/25	SURENIAN, EDWDARDS,	PROF SRVCS RENDERED THRU	4,404.74	01/13/26
otal for		RESERVE FOR EXPENDITURES INTEREST ON		4,604.74	
<u>Department Total:</u>		<u>RESERVE FOR EXPENDITURES INTEREST ON</u>		<u>4,604.74</u>	