

1. Agenda Packet

Documents:

[02-10-PUBLIC PACKET.PDF](#)



**CITY OF RAHWAY, NEW JERSEY**  
**MUNICIPAL COUNCIL**  
**REGULAR MEETING AGENDA**  
**February 10, 2025**  
**7:00 p.m.**

*"Each person addressing the Council shall first give their name and address to the Clerk.  
All remarks shall be addressed to the Council as a body and not to any member thereof and, shall not exceed five (5) minutes in duration."  
(Chapter 5-63 (C) Rules of Order No. 3)*

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE and INVOCATION**
- 3. OPEN PUBLIC MEETING STATEMENT:**  
Notice of this meeting has been sent to the official newspapers and adequate and electronic notice has been provided in accordance with the Open Public Meetings Act as required by law.
- 4. APPROVAL OF MINUTES**  
January 6, 2025      Reorganization Meeting  
January 13, 2025      Regular Meeting  
November 12, 2024      Executive Session  
January 13, 2025      Executive Session
- 5. REPORTS OF COUNCIL COMMITTEES**  
Monthly SID Report
- 6. COMMUNICATIONS AND BILL PAYMENTS**  
Payment of Bills  
Monthly Police Report  
Monthly Fire Report
- 7. HEARING OF CITIZENS ON RESOLUTIONS, ORDINANCES ON FIRST READING, OR ANY OTHER ITEM (excluding Ordinances on Final Adoption/Second Reading) (five minutes per speaker)**
- 8. ADMINISTRATIVE REPORT**
- 9. ORDINANCES – FIRST READING**  
  
**O-08-25**      AN ORDINANCE AMENDING CHAPTER 421 "ZONING," ARTICLE V "SUPPLEMENTARY USE REGULATIONS," § 421-49 "SIGNS" OF THE MUNICIPAL CODE OF THE CITY OF RAHWAY  
  
**O-09-25**      AN ORDINANCE AUTHORIZING THE SALE OF ONE (1) PROPERTY KNOWN AS BLOCK 331, LOT 6

**O-10-25** AN ORDINANCE AMENDING CHAPTER 362 OF THE CODE OF THE CITY OF RAHWAY CODE ENTITLED “STORMWATER CONTROL FOR NONRESIDENTIAL MAJOR DEVELOPMENT”

**10. CONSENT AGENDA**

All items considered routine by the City Council will be enacted by one motion. There will be no separate discussion on these items unless a Council Member or citizen requests. Any item not included on the Consent Agenda will be considered in its normal sequence on the Agenda.

**11. RESOLUTIONS**

Administration

**AR-54-25** A RESOLUTION ACCEPTING AND ADOPTING THE CENTRAL JERSEY MUNICIPAL JOINT INSURANCE FUND’S 2025 SAFETY INCENTIVE PROGRAM

**AR-55-25** A RESOLUTION TO AWARD A SERVICE CONTRACT TO COMPREHENSIVE MEDICAL NUTRITION SOLUTIONS TO PROVIDE EMPLOYEE HEALTH CONSULTING SERVICES

**AR-56-25** A RESOLUTION AUTHORIZING THE PRESERVATION OF THE NEW JERSEY HISTORIC PRESERVATION FUND ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST

**AR-57-25** A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF RAHWAY AND THE RAHWAY COMMUNITY ACTION ORGANIZATION (RCAO), a 501 (c) 3 ORGANIZATION

**AR-58-25** A RESOLUTION AUTHORIZING A NON-FAIR AND OPEN CONTRACT WITH WIZDOM MEDIA FOR GRAPHIC DESIGN AND CREATIVE SERVICES

**AR-59-25** A RESOLUTION AUTHORIZING A SERVICE AGREEMENT BETWEEN THE CITY OF RAHWAY AND RAHWAY SID

**AR-60-25** A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL PROSECUTOR SERVICES

Engineering & Land Use

**AR-61-25** A RESOLUTION GRANTING PERMISSION FOR THE RAHWAY SPECIAL IMPROVEMENT DISTRICT TO HOLD A “TASTE OF SPRING” 2025

**AR-62-25** A RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACTS FOR PROFESSIONAL GENERAL ENGINEERING SERVICES FOR THE CITY OF RAHWAY

Revenue & Finance

**AR-63-25** A RESOLUTION AUTHORIZING THE REFUND OF PAYMENT OF TAXES DUE TO THE GRANTING OF A SENIOR DEDUCTION FOR THE C/Y 2024

**AR-64-25** A RESOLUTION AUTHORIZING A DISABLED VETERAN EXEMPTION (AARON CLARY)

**AR-65-25** A RESOLUTION AUTHORIZING A DISABLED VETERAN EXEMPTION (VINCENT LA ROCCA)

**AR-66-25** A RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF TAX SALE CERTIFICATES FOR 2022 AND 2024 TAX LIENS

**AR-67-25** A RESOLUTION AUTHORIZING GRANTING OF A VETERAN DEDUCTION FOR THE C/Y 2024

Administration

**AR-68-25** A RESOLUTION RECORDING THE MAYOR'S APPOINTMENTS TO THE CITY OF RAHWAY PLANNING BOARD

**AR-69-25** A RESOLUTION APPOINTING A CLASS III MEMBER TO THE CITY OF RAHWAY PLANNING BOARD (KARLA TIMMONS)

Engineering & Land Use

**AR-70-25** A RESOLUTION REQUESTING THE UNION COUNTY COMMUNITY DEVELOPMENT REVENUE SHARING COMMITTEE TO APPROVE THE PROPOSALS HEREINAFTER LISTED AND PRIORITIES FOR YEAR 51 (2025-2026) FUNDING

**AR-71-25** A RESOLUTION AWARDED THE ACCEPTANCE OF BID FOR THE PROJECT ENTITLED "2024 SIDEWALK AND FLOOD WARNING SIGN PROGRAM" FOR THE CITY OF RAHWAY TO CROSSROADS PAVING

Administration

**AR-72-25** A RESOLUTION SUPPORTING STATE BILL S2511/AQ4051 THE HUMANE PET STORE BILL

**12. ORDINANCES – FINAL ADOPTION / SECOND READING**

- O-01-25** AN ORDINANCE AMENDING CHAPTER 401 OF THE CODE OF THE CITY OF RAHWAY (VEHICLES AND TRAFFIC)–ADAMS STREET (Brooks, Mojica)
- O-02-25** AN ORDINANCE AMENDING CHAPTER 401 OF THE CODE OF THE CITY OF RAHWAY (VEHICLES AND TRAFFIC)-IRVING STREET (Montesdeoca, Parson)
- O-03-25** AN ORDINANCE AMENDING CHAPTER 401 OF THE CODE OF THE CITY OF RAHWAY (VEHICLES AND TRAFFIC)-WILLIAMS STREET (Miles, Timmons)
- O-04-25** AN ORDINANCE AMENDING CHAPTER 393 TREE REMOVAL AND REPLACEMENT TO MAKE CERTAIN CORRECTIONS (Mojica, Newbury)
- O-05-25** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RAHWAY AUTHORIZING THE ACQUISITION OF REAL PROPERTY DESIGNATED AS BLOCK 279, LOT 10 ON THE TAX MAP OF THE CITY OF RAHWAY, COMMONLY KNOWN AS 767 LEESVILLE AVENUE, RAHWAY, NEW JERSEY 07065 (Gibilisco, Entire Council)
- O-06-25** AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 97, SPECIAL IMPROVEMENT DISTRICT OF THE CODE OF THE CITY OF RAHWAY (Miles, Newbury)
- O-07-25** AN ORDINANCE AMENDING CHAPTER 35, “MUNICIPAL ETHICS BOARD” OF THE CODE OF THE CITY OF RAHWAY (Gibilisco, Entire Council)

**13. MISCELLANEOUS**

**14. COUNCIL COMMENTS**

**15. ADJOURNMENT**



# Rahway Special Improvement District Report

## Monday, February 10, 2025

- I. Soup Stroll - January 4, 11, 18 and 25 from 1-4pm at participating restaurants**
- The annual soup sampling event returned to Rahway every Saturday in January
  - The event has grown in popularity and draws hundreds of people out to try new restaurants and local favorites. It is a great opportunity for businesses to promote future specials and create new customers.
  - This year, 28 restaurants participated throughout the City.
  - **UPDATE:** Each of the four weeks approximately 300-400 people visited the downtown restaurants to sample soups.
  - In total over 28,000 soup samples were given out, an increase from 20,000 soup samples in 2024.
  - We are grateful to the Rahway High School students in the Children Learning About Work (CLAW) Program and their advisers Ms. Evanik and Ms. Romero who helped with putting thousands of stickers on the cups for the event.
- II. Restaurant Meetings**
- Two meetings were held to bring our restaurant owners together to discuss new initiatives, upcoming events and to network with other owners.
  - Meetings were held on February 3<sup>rd</sup> and February 5<sup>th</sup> at Hamilton Stage.
  - The meeting also gave restaurant owners an opportunity to meet with City officials and to have the opportunity to ask questions.
    - Department of Health Director, Andrea Alvare spoke about upcoming food safety classes and training that will be available.
    - Assistant Municipal Engineer, Kendrick Funes spoke about upcoming projects that will take place in Rahway that will have an effect on businesses
- III. Dinner & Show with UCPAC**
- After some success in 2024, we are working with UCPAC to expand the marketing of our Dinner & Show initiative.
  - Currently 9 restaurants are participating in the Dinner & Show deals, we are hoping to grow that number and expand the options so that there is something for everyone.
  - In addition to being promoted on the UCPAC website, we are planning a more robust approach to marketing that will include better signage in the restaurants and around the city.
  - On the Rahway is Happening website, the Dinner & Show page is consistently one of the most visited pages with people finding the page via the UCPAC link.
  - We are also expanding the program to include a guide to “Where to Go After the Show” that will provide theater goers with options of establishments that are open after the curtains come down.
- IV. Women in Business Networking Event – Thursday, March 20 from 6-8pm at Nancy’s Townhouse (1453 Main Street)**
- This 2-hour meet-up/workshop is dedicated to local Rahway women entrepreneurs
  - This yearly event has been well attended and helps to bring our women business owners together to share ideas, network and hopefully gain some knowledge that they can use to grow their business

## V. **Training & Continuing Education Opportunities for Businesses**

### ○ **UPDATE: Social Media and Branding Program**

- The City of Rahway, in conjunction with the Rahway Special Improvement District, sponsored a Social Media and Branding Program to help businesses improve their current promotional practices while learning during the process. The program will be awarded to three businesses who will receive social media services, social media training and mentoring, as well as a strategic branding analysis and plan over a six-month period. Services will be carried out by the SID Social Media and Branding Specialist, Heather Dube. The program was open to all current and new brick and mortar businesses in the City of Rahway.
- **UPDATE:** Wet Ticket Brewing was the first participating business from May-October 2024, followed by Quilla by Sabor Peruano from August-January. Currently Heather Dube is working with Millie & Joy Boutique.

## VI. **SID Business Improvement Program**

- Forgivable loans for new and existing Rahway businesses for Interior Improvements, Signage and Brand Marketing/Design Services up to \$2,000 in each category.
- MBE Certified Businesses (Minority, Women, Veteran, LGBTQ) that has or gets the certification are eligible for additional \$1,000.
- There were 130 applicants for the BIP. 109 businesses met the established criteria for eligibility. 62 businesses have submitted their funding requests.
- The application for the program opened on March 1, 2023, and approval letters were sent in June 2023. We gave a deadline of June 30, 2024, for those businesses who were approved to submit funding requests or to notify the SID of the status of their progress. 54 of 62 businesses have completed all the steps and have received funding. There are a few more still in the process and we are working with them to complete everything and receive funding.
- **UPDATE:** There have been no new funding requests submitted. We are still working with the final few businesses to help them complete their projects and receive funding. After seeing the success of this program, we plan on launching it again in the future.

## VII. **Facade Improvement Program**

- \$250,000 has been allocated for property owners to improve their exterior facades and storefronts as \$10,000 forgivable loans.

### **Update**

- There was a total of 32 applicants for the FIP. 24 applicants met the established criteria for eligibility.
- 10 property owners are ready to receive funding and are working with SID and UCEDC to finalize paperwork.
- As of August 1<sup>st</sup>, 7 property owners have completed the work and received funding.
- **UPDATE:** There have been no new funding requests completed. We are still working with the property owners to assist them with completing their requests.

## VIII. **Ribbon Cuttings**

### ○ **Impressions, Body Solutions - 156 E. Milton Avenue**

Tackling everyday body aches, skin problems and post op recovery to help the natural healing process, owner Terina Jones and her team pride themselves on providing pampered therapy to all.

- **West Carpets - 385 St. Georges Avenue**  
On January 10, 2025, Mayor Giacobbe welcomed Jose Melara, the new owner of West Carpets. A long-time employee of the business, Jose is well positioned to continue the reliable service established by the Westerlund Family who have proudly served the community for over 40 years.
  
- **Dunkin Donuts - 1800 US 1 South**  
On February 1, 2025, Mayor Giacobbe, City Council member Joanna Myles and members of the Rahway Chamber of Commerce joined owner Umar Amid to help open the doors at the grand re-opening of this long-standing Rahway establishment after an extensive interior re-model.
  
- **Fork - 1519 Main Street**  
Mayor Giacobbe joined the grand opening celebration and cut the ribbon of downtown Rahway's newest fine dining establishment, Fork on January 30, 2025. Conveniently located within walking distance to the Rahway train station, partners Nicky Sylva and Everest Mulaj did their research to create modern urban appeal and a delicious menu.



**CITY OF RAHWAY**  
**Check Register Summarized**  
**For Period: 1 In: 2025 - VR Only**

Date: 2/4/2025  
Time: 11:54:07 AM  
Page: 1

Vendor Number	Vendor Name	Year	Per.	Cd.	Fund	Bank Code	Check Date	Check Number	Trans. Amount
5296	ALL AMERICAN FORD - OLD BRIDGE	2025	1	VR	1	1	1/22/2025	0146774	581.30
6293	AMAZON BUSINESS	2025	1	VR	1	1	1/22/2025	0146775	2,358.39
7658	ATLANTIC TIRE & SUPPLY	2025	1	VR	1	1	1/22/2025	0146776	100.00
5043	BUG EX	2025	1	VR	1	1	1/22/2025	0146777	320.00
7976	CIVIL SOLUTIONS, A DIVISION OF	2025	1	VR	1	1	1/22/2025	0146778	376.00
7552	DANIELLE A VASQUEZ	2025	1	VR	1	1	1/22/2025	0146780	170.00
2258	GEORGE WASKIW	2025	1	VR	1	1	1/22/2025	0146782	301.16
1917	GINA HOLMES	2025	1	VR	1	1	1/22/2025	0146783	23.97
6705	GLOBAL INTERACTIVE SOLUTIONS	2025	1	VR	1	1	1/22/2025	0146784	430.00
129	HOME NEWS TRIBUNE	2025	1	VR	1	1	1/22/2025	0146785	216.22
8119	JONATHAN PARHAM	2025	1	VR	1	1	1/22/2025	0146786	95.00
6365	MCMANIMON, SCOTLAND, & BAUMANN	2025	1	VR	1	1	1/22/2025	0146787	129.00
1335	MICHAEL ROTTER	2025	1	VR	1	1	1/22/2025	0146788	46.02
549	MR. B OFFSET PRINTING	2025	1	VR	1	1	1/22/2025	0146789	270.00
505	MR. B PRINTING	2025	1	VR	1	1	1/22/2025	0146790	375.00
389	MUNICIPAL RECORD SERVICE	2025	1	VR	1	1	1/22/2025	0146793	2,234.00
5193	MYERS SENIOR RESIDENCE INC	2025	1	VR	1	1	1/22/2025	0146794	14,270.00
3709	NJ DEPARTMENT OF ENVIRON PROT	2025	1	VR	1	1	1/22/2025	0146795	85.00
1201	NORWOOD AUTO PARTS	2025	1	VR	1	1	1/22/2025	0146796	943.74
53	RAHWAY STEEL, INC.	2025	1	VR	1	1	1/22/2025	0146797	200.00
4862	RAUL M. PINTO	2025	1	VR	1	1	1/22/2025	0146798	506.25
4937	SAMANTHA DIDOLCE	2025	1	VR	1	1	1/22/2025	0146799	20.00
6366	T & M ASSOCIATES	2025	1	VR	1	1	1/22/2025	0146801	348.00
4944	TODD FELTER	2025	1	VR	1	1	1/22/2025	0146803	5,000.00
3230	VISUAL-E-FEX, LLC	2025	1	VR	1	1	1/22/2025	0146805	315.00
8111	24-7 SECURITY AGENCY LIMITED	2025	1	VR	1	1	1/22/2025	0146807	510.00
4095	ABSOLUTE PROTECTIVE SYSTEMS	2025	1	VR	1	1	1/22/2025	0146808	816.00
8221	ALEXANDER LAS	2025	1	VR	1	1	1/22/2025	0146809	160.00
5296	ALL AMERICAN FORD - OLD BRIDGE	2025	1	VR	1	1	1/22/2025	0146810	9,909.01
3569	AMANDA'S AFFORDABLE EVENTS,INC	2025	1	VR	1	1	1/22/2025	0146811	245.00
6293	AMAZON BUSINESS	2025	1	VR	1	1	1/22/2025	0146812	1,903.15
5152	ASSOCIATED HUMANE SOCIETIES	2025	1	VR	1	1	1/22/2025	0146813	12,166.66
5043	BUG EX	2025	1	VR	1	1	1/22/2025	0146814	150.00
4568	CAMPBELL SUPPLY COMPANY	2025	1	VR	1	1	1/22/2025	0146815	20,485.80
208	CITY OF ELIZABETH, NEW JERSEY	2025	1	VR	1	1	1/22/2025	0146816	400.00
2074	CLIFFORD WILLIAMS	2025	1	VR	1	1	1/22/2025	0146817	15.00
8056	COMMAND CABINETS DIRECT LLC	2025	1	VR	1	1	1/22/2025	0146818	1,118.00
5699	CUSTOM BANDAG INC.	2025	1	VR	1	1	1/22/2025	0146819	394.75
4718	FIRE SAFETY U.S.A., INC.	2025	1	VR	1	1	1/22/2025	0146820	705.00
140	HOME DEPOT CREDIT SERVICES	2025	1	VR	1	1	1/22/2025	0146821	681.92
6457	I LUV THAT PHOTO LLC	2025	1	VR	1	1	1/22/2025	0146822	300.00
6400	IL FORNO A LEGNA LLC	2025	1	VR	1	1	1/22/2025	0146823	425.00
2573	LOIS WILSON	2025	1	VR	1	1	1/22/2025	0146824	208.49
7505	MCNERNEY & ASSOCIATES, INC.	2025	1	VR	1	1	1/22/2025	0146825	8,000.00
549	MR. B OFFSET PRINTING	2025	1	VR	1	1	1/22/2025	0146827	135.00
505	MR. B PRINTING	2025	1	VR	1	1	1/22/2025	0146828	14,000.00
332	NATIONAL FUEL OIL, INC.	2025	1	VR	1	1	1/22/2025	0146829	27,317.75
7880	NICOLE FANNING	2025	1	VR	1	1	1/22/2025	0146830	200.00
4963	NJCSC	2025	1	VR	1	1	1/22/2025	0146831	100.00
1485	NJEHA	2025	1	VR	1	1	1/22/2025	0146832	50.00
163	P.J. SCREENING & EMBROIDERY	2025	1	VR	1	1	1/22/2025	0146833	248.00
2612	PETER HARTNETT	2025	1	VR	1	1	1/22/2025	0146834	833.98
4212	PINHO'S BAKERY	2025	1	VR	1	1	1/22/2025	0146835	590.00
71	RAHWAY AUTO BODY , INC.	2025	1	VR	1	1	1/22/2025	0146836	14,761.74
2704	SAKER SHOPRITES INC	2025	1	VR	1	1	1/22/2025	0146838	83.44
6454	SANITATION TRUCK REPAIR, INC.	2025	1	VR	1	1	1/22/2025	0146839	3,230.74
82	SHARP ELEVATOR COMPANY, INC.	2025	1	VR	1	1	1/22/2025	0146840	222.00
544	SOMERSET SYRUP & CONCESSION	2025	1	VR	1	1	1/22/2025	0146841	712.30
2911	SPRUCE INDUSTRIES	2025	1	VR	1	1	1/22/2025	0146842	902.20
6784	STEPHEN CAMPBELL	2025	1	VR	1	1	1/22/2025	0146844	36.56
2365	STEVE TAYLOR	2025	1	VR	1	1	1/22/2025	0146845	399.00

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6366	T & M ASSOCIATES	2025	1	VR	1	1	1/22/2025	0146846	70,416.50
3396	THE WAITING ROOM	2025	1	VR	1	1	1/22/2025	0146849	150.00
5549	U.S. COFFEE INC	2025	1	VR	1	1	1/22/2025	0146852	409.90
6339	UNION COUNTY HEALTHCARE	2025	1	VR	1	1	1/22/2025	0146853	600.00
331	UNION COUNTY UTILITIES AUTH	2025	1	VR	1	1	1/22/2025	0146854	75,420.14
8186	VERICOR, LLC	2025	1	VR	1	1	1/22/2025	0146855	2,562.03
16	VERIZON	2025	1	VR	1	1	1/22/2025	0146856	1,267.72
103	W.B. MASON CO. INC	2025	1	VR	1	1	1/22/2025	0146857	58.41
514	W.B. MASON CO. INC	2025	1	VR	1	1	1/22/2025	0146858	1,085.87
8111	24-7 SECURITY AGENCY LIMITED	2025	1	VR	1	1	1/23/2025	0146859	765.00
4095	ABSOLUTE PROTECTIVE SYSTEMS	2025	1	VR	1	1	1/23/2025	0146860	320.00
5260	ACCSES NEW JERSEY INC	2025	1	VR	1	1	1/23/2025	0146861	85.68
6559	AIRGAS USA LLC	2025	1	VR	1	1	1/23/2025	0146862	223.58
5296	ALL AMERICAN FORD - OLD BRIDGE	2025	1	VR	1	1	1/23/2025	0146863	235.57
4959	ALWAYS SAFE SIDEWALKS	2025	1	VR	1	1	1/23/2025	0146864	6,000.00
6293	AMAZON BUSINESS	2025	1	VR	1	1	1/23/2025	0146865	1,986.92
6543	BLUE LINE UNIFORMS LLC	2025	1	VR	1	1	1/23/2025	0146867	279.93
211	BROTHERS MANAGEMENT ASSOCIATES	2025	1	VR	1	1	1/23/2025	0146868	300.00
5043	BUG EX	2025	1	VR	1	1	1/23/2025	0146869	50.00
5837	COMPREHENSIVE MEDICAL	2025	1	VR	1	1	1/23/2025	0146871	1,625.00
3548	COUNTY OF UNION-PRINTING	2025	1	VR	1	1	1/23/2025	0146872	56.88
21	ELIZABETHTOWN GAS	2025	1	VR	1	1	1/23/2025	0146874	6,409.87
4199	FREEHOLD CARTAGE, INC.	2025	1	VR	1	1	1/23/2025	0146875	560.00
2730	GR BUSINESS GROUP LLC	2025	1	VR	1	1	1/23/2025	0146876	1,520.00
6292	LAW OFFICES OF NOLAN & LANGE	2025	1	VR	1	1	1/23/2025	0146879	2,635.00
6216	JET VAC EQUIPMENT, LLC	2025	1	VR	1	1	1/23/2025	0146880	3,237.41
2754	KEPT COMPANIES	2025	1	VR	1	1	1/23/2025	0146881	1,055.61
7228	LEXIPOL, INC.	2025	1	VR	1	1	1/23/2025	0146882	13,805.40
1963	MANDELL ENVIRONMENTAL	2025	1	VR	1	1	1/23/2025	0146883	400.00
5791	METUCHEN MOWER INC	2025	1	VR	1	1	1/23/2025	0146884	4,257.75
328	MGL PRINTING SOLUTIONS	2025	1	VR	1	1	1/23/2025	0146885	151.00
549	MR. B OFFSET PRINTING	2025	1	VR	1	1	1/23/2025	0146887	2,001.00
6789	NAJARIAN ASSOCIATES, INC.	2025	1	VR	1	1	1/23/2025	0146889	3,987.50
1485	NJEHA	2025	1	VR	1	1	1/23/2025	0146890	700.00
2012	NJMS GLOBAL TB INSTITUTE	2025	1	VR	1	1	1/23/2025	0146891	2,887.35
5527	P. L. CUSTOM BODY & EQUIP CO.	2025	1	VR	1	1	1/23/2025	0146892	1,613.67
63	P.J. SCREENING & EMBROIDERY	2025	1	VR	1	1	1/23/2025	0146893	518.60
20	PSE&G	2025	1	VR	1	1	1/23/2025	0146894	43,192.58
5510	RAMAS CLIMATE & REFRIGERATION	2025	1	VR	1	1	1/23/2025	0146895	280.21
406	RICHARD LUCAS CHEV	2025	1	VR	1	1	1/23/2025	0146896	353.18
10	RUDY'S & VITOR'S	2025	1	VR	1	1	1/23/2025	0146897	1,806.28
5432	SKY IN COLORS LLC	2025	1	VR	1	1	1/23/2025	0146899	2,800.00
1219	STAPLES, INC.	2025	1	VR	1	1	1/23/2025	0146900	66.64
5539	TRUGREEN LIMITED PARTNERSHIP	2025	1	VR	1	1	1/23/2025	0146901	2,140.25
6339	UNION COUNTY HEALTHCARE	2025	1	VR	1	1	1/23/2025	0146902	200.00
16	VERIZON	2025	1	VR	1	1	1/23/2025	0146903	1,634.06
69	VERIZON BUSINESS	2025	1	VR	1	1	1/23/2025	0146905	1.24
68	VERIZON WIRELESS SERVICES LLC	2025	1	VR	1	1	1/23/2025	0146906	277.66
4932	VIKO'S PARTY RENTAL	2025	1	VR	1	1	1/23/2025	0146907	440.00
2247	VINCENT DALU	2025	1	VR	1	1	1/23/2025	0146908	180.20
54	W.A. BIRDSALL & COMPANY	2025	1	VR	1	1	1/23/2025	0146909	24.81
101	W.W. GRAINGER INC	2025	1	VR	1	1	1/23/2025	0146910	194.13
86	WELDON CONCRETE CO.	2025	1	VR	1	1	1/23/2025	0146911	1,217.09
28	A & K EQUIPMENT COMPANY INC.	2025	1	VR	1	1	1/23/2025	0146913	1,229.56
5296	ALL AMERICAN FORD - OLD BRIDGE	2025	1	VR	1	1	1/23/2025	0146915	1,181.46
6626	AMANDA FIGUEIREDO	2025	1	VR	1	1	1/23/2025	0146916	19.99
7822	AT&T MOBILITY LLC	2025	1	VR	1	1	1/23/2025	0146917	5,005.36
3549	BAYSHORE RECYCLING CORP.	2025	1	VR	1	1	1/23/2025	0146918	165.00
317	COMCAST CABLE	2025	1	VR	1	1	1/23/2025	0146919	323.89
5699	CUSTOM BANDAG INC.	2025	1	VR	1	1	1/23/2025	0146920	655.03
7969	DBA SKYLINE CLOUD	2025	1	VR	1	1	1/23/2025	0146921	8,143.60

**CITY OF RAHWAY**  
**Check Register Summarized**  
**For Period: 1 In: 2025 - VR Only**

Date: 2/4/2025  
Time: 11:54:07 AM  
Page: 3

Vendor Number	Vendor Name	Year	Per.	Cd.	Fund	Bank Code	Check Date	Check Number	Trans. Amount
120	DTS LLC	2025	1	VR	1	1	1/23/2025	0146923	438.00
8218	EXCEL SPORTSWEAR, INC.	2025	1	VR	1	1	1/23/2025	0146924	1,804.95
7618	GENESIS L SIEGELL	2025	1	VR	1	1	1/23/2025	0146925	19.99
7816	GENTE SERVICES LLC	2025	1	VR	1	1	1/23/2025	0146926	187.50
6612	HEYER GRUEL & ASSOCIATES, P.A.	2025	1	VR	1	1	1/23/2025	0146927	1,125.00
210	HOME DEPOT CREDIT SERVICES	2025	1	VR	1	1	1/23/2025	0146928	489.29
7443	HUDSON COUNTY MOTORS, INC.	2025	1	VR	1	1	1/23/2025	0146929	3,165.96
7631	INTELLICORP	2025	1	VR	1	1	1/23/2025	0146930	346.40
4150	JAVIER GONZALEZ	2025	1	VR	1	1	1/23/2025	0146931	19.99
2245	JOEL THOMAS	2025	1	VR	1	1	1/23/2025	0146933	165.00
2589	KENNEDY LANDSCAPING INC	2025	1	VR	1	1	1/23/2025	0146935	1,875.00
1092	KENNETH RENGIFO	2025	1	VR	1	1	1/23/2025	0146936	95.00
1159	KEYPORT ARMY & NAVY	2025	1	VR	1	1	1/23/2025	0146937	874.00
2263	LANGUAGE LINE	2025	1	VR	1	1	1/23/2025	0146938	170.61
7943	LINDSEY FIORINO	2025	1	VR	1	1	1/23/2025	0146939	19.99
1638	MICHELLE DALESANDRIS	2025	1	VR	1	1	1/23/2025	0146940	19.99
7843	MOLLY ORTIZ	2025	1	VR	1	1	1/23/2025	0146941	19.99
505	MR. B PRINTING	2025	1	VR	1	1	1/23/2025	0146943	1,450.00
7832	NATIONAL HIGHWAY PRODUCTS, INC	2025	1	VR	1	1	1/23/2025	0146944	366.84
1241	NEW JERSEY DIVISION OF	2025	1	VR	1	1	1/23/2025	0146945	93.00
8034	NEW JERSEY STATE POLICE	2025	1	VR	1	1	1/23/2025	0146946	3,540.00
121	NORTHEASTERN ARBORIST SUPPLIES	2025	1	VR	1	1	1/23/2025	0146947	464.17
5793	ONE SOURCE OF NEW JERSEY LLC	2025	1	VR	1	1	1/23/2025	0146948	641.92
3853	SCOTT RAYACK	2025	1	VR	1	1	1/23/2025	0146951	520.00
2804	SHAWN GANLEY	2025	1	VR	1	1	1/23/2025	0146952	270.00
8176	SMARTSAFETY SOFTWARE, INC	2025	1	VR	1	1	1/23/2025	0146954	270.00
55	STORR TRACTOR COMPANY	2025	1	VR	1	1	1/23/2025	0146955	211.36
7118	TERRESTRIAL IMAGING LLC	2025	1	VR	1	1	1/23/2025	0146957	979.02
6218	TOM'S FORD, INC	2025	1	VR	1	1	1/23/2025	0146958	443.54
51	TOWN ACE HARDWARE	2025	1	VR	1	1	1/23/2025	0146959	223.97
310	TREASURER, ST. OF N.J. DEP	2025	1	VR	1	1	1/23/2025	0146960	885.00
3083	UC IMPROVEMENT AUTHORITY	2025	1	VR	1	1	1/23/2025	0146961	325.76
1215	VERIZON WIRELESS SERVICES LLC	2025	1	VR	1	1	1/23/2025	0146964	18,009.58
693	VISUAL E-FEX	2025	1	VR	1	1	1/23/2025	0146965	2,400.00
2395	BERNSTEINS OFFICE MACHINE, INC	2025	1	VR	1	1	1/23/2025	0146970	10,065.00
5744	MESETI TECHNOLOGIES	2025	1	VR	1	1	1/23/2025	0146971	1,250.00
4042	MICHAEL J. COSTELLO CO., INC.	2025	1	VR	1	1	1/23/2025	0146972	8,721.40
4095	ABSOLUTE PROTECTIVE SYSTEMS	2025	1	VR	1	1	1/24/2025	0146974	4,202.00
6340	ACTION UNIFORM CO. LLC	2025	1	VR	1	1	1/24/2025	0146975	944.00
320	COOPER ELECTRIC SUPPLY CO.	2025	1	VR	1	1	1/24/2025	0146976	378.35
5699	CUSTOM BANDAG INC.	2025	1	VR	1	1	1/24/2025	0146977	5,386.80
2260	FLEETPRIDE	2025	1	VR	1	1	1/24/2025	0146978	287.71
4199	FREEHOLD CARTAGE, INC.	2025	1	VR	1	1	1/24/2025	0146979	1,680.00
32	K & S HYDRAULICS	2025	1	VR	1	1	1/24/2025	0146980	1,455.63
8223	LEONARD TRIDENTE	2025	1	VR	1	1	1/24/2025	0146981	31.78
6589	LIBERTY LOCKSMITHS & SECURITY	2025	1	VR	1	1	1/24/2025	0146982	1,106.00
838	MAJOR CAR WASH	2025	1	VR	1	1	1/24/2025	0146983	584.00
7794	MCDONALDS	2025	1	VR	1	1	1/24/2025	0146984	50.05
7832	NATIONAL HIGHWAY PRODUCTS, INC	2025	1	VR	1	1	1/24/2025	0146987	263.40
7735	PMC ASSOCIATES	2025	1	VR	1	1	1/24/2025	0146988	4,147.08
7746	RUTGERS, THE STATE UNIVERSITY	2025	1	VR	1	1	1/24/2025	0146989	4,100.00
2704	SAKER SHOPPRITES INC	2025	1	VR	1	1	1/24/2025	0146990	92.97
51	TOWN ACE HARDWARE	2025	1	VR	1	1	1/24/2025	0146991	174.42
8242	UNIFIEDLINK LLC	2025	1	VR	1	1	1/24/2025	0146992	5,796.00
867	VE RALPH	2025	1	VR	1	1	1/24/2025	0146993	114.00
2403	WIZDOM MEDIA	2025	1	VR	1	1	1/24/2025	0146994	6,025.00
360	WORRALL COMMUNITY NEWSPAPERS	2025	1	VR	1	1	1/24/2025	0146995	223.30
6217	ABS ENVIRONMENTAL SERVICES LLC	2025	1	VR	1	1	1/27/2025	0146996	500.00
5260	ACCSES NEW JERSEY INC	2025	1	VR	1	1	1/27/2025	0146997	3,825.00
6559	AIRGAS USA LLC	2025	1	VR	1	1	1/27/2025	0146998	152.51
3569	AMANDA'S AFFORDABLE EVENTS,INC	2025	1	VR	1	1	1/27/2025	0146999	494.73

**CITY OF RAHWAY**  
**Check Register Summarized**  
**For Period: 1 In: 2025 - VR Only**

Date: 2/4/2025  
Time: 11:54:07 AM  
Page: 4

Vendor Number	Vendor Name	Year	Per.	Cd.	Fund	Bank Code	Check Date	Check Number	Trans. Amount
8216	AT BATTERY COMPANY, INC	2025	1	VR	1	1	1/27/2025	0147000	189.69
7736	ATLANTIC UNIFORM COMPANY INC	2025	1	VR	1	1	1/27/2025	0147001	4,310.00
5962	BAHRAM LLC	2025	1	VR	1	1	1/27/2025	0147003	2,052.00
5563	BAYSHORE SINGLE STREAM	2025	1	VR	1	1	1/27/2025	0147004	8,980.76
7246	BOOTZ BOOTZ LLC	2025	1	VR	1	1	1/27/2025	0147005	476.85
6538	COUNTY OF UNION - FIRE/EMS	2025	1	VR	1	1	1/27/2025	0147008	201.01
3548	COUNTY OF UNION-PRINTING	2025	1	VR	1	1	1/27/2025	0147009	24.69
21	ELIZABETHTOWN GAS	2025	1	VR	1	1	1/27/2025	0147011	8,985.26
4525	FIREHOUSE EATERY & PUB	2025	1	VR	1	1	1/27/2025	0147012	779.40
784	FOLEY, INCORPORATED	2025	1	VR	1	1	1/27/2025	0147013	1,750.20
7816	GENTE SERVICES LLC	2025	1	VR	1	1	1/27/2025	0147014	187.50
2971	GRAPHIC FX, INC.	2025	1	VR	1	1	1/27/2025	0147015	2,264.26
678	HECHT TRAILERS, LLC	2025	1	VR	1	1	1/27/2025	0147016	614.88
6596	HOBBY LOBBY STORES	2025	1	VR	1	1	1/27/2025	0147018	381.15
140	HOME DEPOT CREDIT SERVICES	2025	1	VR	1	1	1/27/2025	0147019	249.08
7254	HUGO'S RESTAURANT	2025	1	VR	1	1	1/27/2025	0147020	1,292.00
6400	IL FORNO A LEGNA LLC	2025	1	VR	1	1	1/27/2025	0147021	231.00
2939	JOHNNY ON THE SPOT, LLC	2025	1	VR	1	1	1/27/2025	0147022	306.00
7244	MADINA HALAL PLATTER	2025	1	VR	1	1	1/27/2025	0147023	68.94
1065	MICHELINO'S RESTAURANT	2025	1	VR	1	1	1/27/2025	0147025	401.45
7326	MOAAZ MEDITERRANEAN GRILL	2025	1	VR	1	1	1/27/2025	0147026	500.00
2030	NAPA AUTO PARTS	2025	1	VR	1	1	1/27/2025	0147027	2,565.47
4519	NATIONAL DUST CONTROL	2025	1	VR	1	1	1/27/2025	0147028	384.28
336	NOBEL EQUIPMENT & SUPPLIES INC	2025	1	VR	1	1	1/27/2025	0147029	175.00
8029	NORTH AMERICAN RESCUE LLC	2025	1	VR	1	1	1/27/2025	0147030	241.80
20	PSE&G	2025	1	VR	1	1	1/27/2025	0147031	27,649.97
10	RUDY'S & VITOR'S	2025	1	VR	1	1	1/27/2025	0147032	3,023.09
7249	SABOR PERUANO 2 LLC	2025	1	VR	1	1	1/27/2025	0147033	184.00
2704	SAKER SHOPPRITES INC	2025	1	VR	1	1	1/27/2025	0147034	147.42
1663	SBP INDUSTRIES	2025	1	VR	1	1	1/27/2025	0147035	250.00
2804	SHAWN GANLEY	2025	1	VR	1	1	1/27/2025	0147036	119.78
638	SIGNAL CONTROL PRODUCTS, LLC	2025	1	VR	1	1	1/27/2025	0147037	2,325.00
5161	THE AUBREY GROUP LLC	2025	1	VR	1	1	1/27/2025	0147040	5,230.16
3396	THE WAITING ROOM	2025	1	VR	1	1	1/27/2025	0147041	128.00
4944	TODD FELTER	2025	1	VR	1	1	1/27/2025	0147042	1,500.00
51	TOWN ACE HARDWARE	2025	1	VR	1	1	1/27/2025	0147043	127.74
331	UNION COUNTY UTILITIES AUTH	2025	1	VR	1	1	1/27/2025	0147044	94,794.50
68	VERIZON WIRELESS SERVICES LLC	2025	1	VR	1	1	1/27/2025	0147046	277.66
106	W E TIMMERMAN CO INC	2025	1	VR	1	1	1/27/2025	0147047	361.03
174	WEST HUDSON INDUSTRIES	2025	1	VR	1	1	1/27/2025	0147048	234.75
7741	WJM ELECTRICAL LLC	2025	1	VR	1	1	1/27/2025	0147049	5,827.06
7930	MIRKHEL IT CONSULTING	2025	1	VR	1	1	1/31/2025	0147051	3,544.54
<b>Total for Fund:</b>									<b>720,621.37</b>
505	MR. B PRINTING	2025	1	VR	3	3	1/22/2025	0146791	2,450.00
7736	ATLANTIC UNIFORM COMPANY INC	2025	1	VR	3	3	1/27/2025	0147002	5,733.60
<b>Total for Fund:</b>									<b>8,183.60</b>
5351	SKYLANDS AREA FIRE EQUIPMENT	2025	1	VR	4	4	1/22/2025	0146800	7,850.00
6366	T & M ASSOCIATES	2025	1	VR	4	4	1/22/2025	0146802	4,392.78
6366	T & M ASSOCIATES	2025	1	VR	4	4	1/22/2025	0146847	9,006.00
8005	SHORE TOP CONSTRUCTION	2025	1	VR	4	4	1/23/2025	0146898	138,004.60
5527	P. L. CUSTOM BODY & EQUIP CO.	2025	1	VR	4	4	1/23/2025	0146973	373,663.25
5196	CME ASSOCIATES	2025	1	VR	4	4	1/27/2025	0147006	4,285.00
678	HECHT TRAILERS, LLC	2025	1	VR	4	4	1/27/2025	0147017	12,035.12
142	SOMERSET-UNION CONSERVATION	2025	1	VR	4	4	1/27/2025	0147038	875.00
6366	T & M ASSOCIATES	2025	1	VR	4	4	1/27/2025	0147039	17,415.00
<b>Total for Fund:</b>									<b>567,526.75</b>
395	MIDDLESEX WATER COMPANY	2025	1	VR	5	5	1/22/2025	0146826	343,314.41
395	MIDDLESEX WATER COMPANY	2025	1	VR	5	5	1/23/2025	0146886	87,406.26
3931	DE BLOCK ENVIRONMENTAL SERVICE	2025	1	VR	5	5	1/23/2025	0146922	1,000.00

**CITY OF RAHWAY**  
**Check Register Summarized**  
**For Period: 1 In: 2025 - VR Only**

Date: 2/4/2025  
Time: 11:54:08 AM  
Page: 5

Vendor Number	Vendor Name	Year	Per.	Cd.	Fund	Bank Code	Check Date	Check Number	Trans. Amount
6366	T & M ASSOCIATES	2025	1	VR	5	5	1/23/2025	0146956	29,539.00
5850	VEOLIA WATER	2025	1	VR	5	5	1/23/2025	0146962	37,360.07
5850	VEOLIA WATER	2025	1	VR	5	5	1/27/2025	0147045	126,990.78
8214	UNIVERSAL ABSTRACT	2025	1	VR	5	5	1/30/2025	0147050	9,504.86
<b>Total for Fund:</b>									<b>635,115.38</b>
5850	VEOLIA WATER	2025	1	VR	6	6	1/23/2025	0146963	456,199.93
<b>Total for Fund:</b>									<b>456,199.93</b>
6366	T & M ASSOCIATES	2025	1	VR	11	11	1/22/2025	0146848	7,151.00
5196	CME ASSOCIATES	2025	1	VR	11	11	1/27/2025	0147007	3,734.25
<b>Total for Fund:</b>									<b>10,885.25</b>
1219	STAPLES, INC.	2025	1	VR	12	12	1/22/2025	0146843	173.40
7883	CHERYL GLOVER	2025	1	VR	12	12	1/23/2025	0146870	80.00
210	HOME DEPOT CREDIT SERVICES	2025	1	VR	12	12	1/23/2025	0146877	119.76
4597	JERSEY UNIFORM	2025	1	VR	12	12	1/23/2025	0146932	184.97
7692	MARJORY GRAY	2025	1	VR	12	12	1/27/2025	0147024	80.00
<b>Total for Fund:</b>									<b>638.13</b>
4844	COMMUNITY CONSULTANTS	2025	1	VR	16	16	1/22/2025	0146779	9,000.00
1918	EBENEZER CONSTRUCTION	2025	1	VR	16	16	1/23/2025	0146873	15,300.00
8116	J. ROCK CONSTRUCTION LLC	2025	1	VR	16	16	1/23/2025	0146878	18,000.00
5550	WAITING ROOM INC.	2025	1	VR	16	16	1/23/2025	0146966	3,150.00
<b>Total for Fund:</b>									<b>45,450.00</b>
6524	ENVIRONMENTAL CLIMATE CONTROL	2025	1	VR	20	20	1/22/2025	0146781	580.00
51	TOWN ACE HARDWARE	2025	1	VR	20	20	1/22/2025	0146851	9.98
28	A & K EQUIPMENT COMPANY INC.	2025	1	VR	20	20	1/23/2025	0146914	160.37
8201	JUSTIN BLOSE	2025	1	VR	20	20	1/23/2025	0146934	25.00
549	MR. B OFFSET PRINTING	2025	1	VR	20	20	1/23/2025	0146942	175.00
6561	PRECISION TECHNOLOGY	2025	1	VR	20	20	1/23/2025	0146949	750.00
20	PSE&G	2025	1	VR	20	20	1/23/2025	0146950	289.10
323	SHERWIN WILLIAMS	2025	1	VR	20	20	1/23/2025	0146953	193.96
2002	MRI SERVICES	2025	1	VR	20	20	1/24/2025	0146986	49.99
<b>Total for Fund:</b>									<b>2,233.40</b>

# ORDINANCE

## CITY OF RAHWAY, NEW JERSEY

No. O-08-25

Date of Adoption: \_\_\_\_\_

### AN ORDINANCE AMENDING CHAPTER 421 “ZONING,” ARTICLE V “SUPPLEMENTARY USE REGULATIONS,” § 421-49 “SIGNS” OF THE MUNICIPAL CODE OF THE CITY OF RAHWAY

WHEREAS, the City Council wishes to amend Chapter 421 “Zoning,” Article V “Supplementary Use Regulations,” § 421-49 “Signs.”

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rahway, County of Union, State of New Jersey, being the governing body thereof, that Chapter 421 “Zoning,” Article V “Supplementary Use Regulations,” § 421-49 “Signs” is hereby amended to read as follows:

All new language is depicted in **bold and underline**  
All language deletions are depicted in strikethrough  
Language that remains unchanged is not highlighted in anyway

§ 421-49. Signs.

F. Permitted signs in residential zones.

- (3) The rules governing the erection of temporary signs dealing with the sale of the premises ~~or a political campaign~~ are as follows:
  - (a) The sign shall not exceed six square feet in area and four feet in height.
  - (b) The sign must be placed upon the property at a location which is set back at least five feet from any boundary line of the property.
  - (c) All such signs must be removed within seven days following the sale or rental of the premises or the date of the election. For purposes of this section, "sale or rental" shall mean a contract has been entered into between the owner/seller and/or renter/purchaser. A contract shall be considered entered into when it has passed attorney review or the multiple-listing service has been advised that the premises are under contract.
  - ~~(d) No temporary sign regarding a political campaign may be erected or posted sooner than 45 days prior to the date fixed by state law for the mailing of vote by mail ballots for an election and shall be removed within ten days following the date of the election~~

- (7) The rules governing the erection of temporary signs dealing with a political campaign are as follows:
- a. No person shall erect, place or display political signs on any private property without the prior consent of the property owner.
  - b. No person shall erect, place or display political signs in a manner which:
    1. Unreasonably interferes with, obstructs or impedes the free flow of pedestrians or vehicular traffic;
    2. Unreasonably interferes with passengers boarding or exiting from buses at designated bus stops; or
    3. Unreasonably interferes with or obstructs the use of traffic signals, traffic or street signs, fire hydrants or mailboxes.
  - c. No person shall erect, place or display political signs:
    1. Within three feet of any crosswalk;
    2. Within 10 feet of any fire hydrant; or
    3. Within five feet of any fire lane, fire call box, police call box or other emergency facility.
  - d. No person shall remove, tear down, deface or destroy any lawfully erected political sign on private property without the consent of the owner of said private property.
  - e. The sign shall not exceed six square feet in area and four feet in height.
  - f. The sign must be placed upon the property at a location which is set back at least five feet from any boundary line of the property.
  - g. No temporary sign regarding a political campaign may be erected or posted sooner than 45 days prior to the date fixed by state law for the mailing of vote by mail ballots for an election and shall be removed within ten days following the date of the election.
  - h. No sign may be erected or posted on public property owned or maintained by the City of Rahway that urges the public to vote in favor or against a candidate for nomination or election to public office, features the name of a candidate seeking nomination or election to a public office, or calls on the public to vote in favor or against a City, State, county, or school district public question in an election. Any political sign that so placed in relation to public property or a public facility shall be subject to removal by the City.

- i. No person may post a political campaign and/or promotional sign on any street, sidewalk or curb, and no political campaign and/or promotional sign shall be affixed to any tree, shrub, utility pole, light pole, telephone pole, traffic control device, mailbox, fire hydrant or other structure lying in or over a public easement or right of way. Any political sign that so placed in relation to public property or a public facility shall be subject to removal by the City.
- j. Any person who violates any provision of § 421-49(F)(7) shall, upon conviction thereof, be punished by a fine not to exceed \$500.



**ORDINANCE**  
**CITY OF RAHWAY, NEW JERSEY**

No.   O-09-25  

Date of Adoption: \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF ONE (1) PROPERTY KNOWN AS  
BLOCK 331, LOT 6**

**WHEREAS**, pursuant to N.J.S.A. 40A:12-13, a municipality may sell any real property, or interests therein, not needed for public use by ordinance; and

**WHEREAS**, N.J.S.A. 40A:12-13(b)(5) specifically permits the sale of a municipally owned property to the highest bidder from amongst owners of properties contiguous with said property, for not less than the fair market value of said property, so long as the property being sold is less than the minimum size required for development under the municipal zoning ordinance and the property being sold is without any capital improvement; and

**WHEREAS**, the City of Rahway (hereinafter referred to as “City”) is the owner of one parcel on Lawrence Street, Rahway, New Jersey designated on the Official Tax Map at Block 331, Lot 6; and

**WHEREAS**, the subject property is a vacant parcel, within the R-2, zoning area; and

**WHEREAS**, the subject property contains less than the minimum size required for development under the municipal zoning ordinance and does not consist of any capital improvements; and

**WHEREAS**, the subject property is not needed for public usage; and

**WHEREAS**, the fair market value of the subject property has been determined by Appraisers, McNerney & Associates, Inc., to be \$33,000.00; and

**WHEREAS**, there are two (2) properties contiguous to Block 331, Lot 6, identified as Block 331, Lot 7 and Block 331, Lot 5; and

**WHEREAS**, after analysis and review, the City has determined that the parcel meets the specific requirements of N.J.S.A. 40A:12-13(b)(5) for sale and conveyance; and

**WHEREAS**, the City Council shall authorize the sale of Block 331, Lot 6 to the highest bidder amongst the contiguous property owners for its fair market value.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Rahway, County of Union, State of New Jersey, as follows:

1. Pursuant to N.J.S.A. 40A:12-13(b)(5), the City of Rahway hereby authorizes the sale of City Property known as Block 331, Lot 6, subject to the following minimum conditions:
  - a. The subject property shall be auctioned and sold only to the owner of a property contiguous to the subject property namely:
    - i. Block 331, Lot 7
    - ii. Block 331, Lot 5
  - b. The subject property shall be sold to the highest bidder from among the contiguous property owners, namely:
    - i. Block 331, Lot 7
    - ii. Block 331, Lot 5
  - c. The minimum bid price for the property shall be Thirty-Three Thousand (\$33,000.00).
  - d. As a condition of the sale, the City property known as Block 331, Lot 6, shall be merged with the contiguous property and shall be deed restricted from further subdivision.
  - e. The subject property shall be sold “as is” and subject to any and all easements, grants and restrictions of record including but not limited to rights and interests of utility companies and/or the public and to the public right of way.
2. Within five (5) days of the adoption of this Ordinance, notice of the property authorized for sale shall be delivered to the contiguous property owners, posted conspicuously in the City Hall and advertised in a newspaper circulated within the City of Rahway.
3. Offers for the property any be made to the governing body no later than twenty-five (25) days following the date of adoption of this Ordinance. Offers shall be submitted to the City Clerk, Heather Capone, 1 City Hall Plaza, Rahway, New Jersey 07065.

**BE IT FURTHER ORDAINED**, if any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance, which shall otherwise remain in full force and effect.

**BE IT FURTHER ORDAINED**, all ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**BE IT FURTHER ORDAINED**, this Ordinance shall take effect immediately upon passage and publication in accordance with the law.

# ORDINANCE

## CITY OF RAHWAY, NEW JERSEY

No. O-10-25

Date of Adoption: \_\_\_\_\_

### AN ORDINANCE AMENDING CHAPTER 362 OF THE CODE OF THE CITY OF RAHWAY CODE ENTITLED “STORMWATER CONTROL FOR NONRESIDENTIAL MAJOR DEVELOPMENT”

**WHEREAS**, the City of Rahway is obligated to implement municipal stormwater control ordinances that are consistent with the rules and regulations adopted by the New Jersey Department of Environmental Protection; and

**WHEREAS**, the New Jersey Department of Environmental Protection adopted amendments to the Stormwater Management Rules at N.J.A.C. 7:8 on July 17, 2023; and

**WHEREAS**, the City of Rahway adopted the required revisions to Chapter 362 on November 12, 2024; and

**WHEREAS**, the New Jersey Department of Environmental Protection subsequently required the review of said ordinance amendments by the Union County Engineer; and

**WHEREAS**, the Union County Engineer provided comments for revision; and

**WHEREAS**, the existing municipal stormwater control requirements for the City of Rahway must be revised to reflect these amendments to the Stormwater Management Rules and comments from the Union County Engineer.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAHWAY:**

**SECTION 1.** The Code of the City of Rahway Part II “General Legislation,” Chapter 36 “Stormwater Control for Nonresidential Major Development” is hereby amended to read as follows:

All new language is depicted in **bold and underline**

All language deletions are depicted in strikethrough

Language that remains unchanged is not highlighted in anyway

Chapter 362  
Stormwater Control for Nonresidential Major Development

§ 362-1 Scope and purpose.

A. Policy statement.

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure best management practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low-impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose. The purpose of this chapter is to establish minimum stormwater management requirements and controls for "major development," as defined in § 362-2.

C. Applicability.

1. This chapter shall be applicable to the following major developments:

a. Nonresidential major developments; and

b. Aspects of residential major developments that are not preempted by the Residential Site Improvement Standards at N.J.A.C. 5:21.

2. This chapter shall also be applicable to all major developments undertaken by the City of Rahway.

3. Applicability of this ordinance to major developments shall comply with last amended N.J.A.C.7:8-1.6, incorporated herein by reference.

D. Compatibility with other permit and ordinance requirements.

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

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

§ 362-2 Definitions.

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this ordinance clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not

merely directory. The definitions used in this ordinance shall be the same as the last amended Stormwater Management Rules at N.J.A.C. 7:8-1.2, incorporated herein by reference.

**§ 362-3 Design and Performance Standards for Stormwater Management Measures.**

This section establishes design and performance standards for stormwater management measures for major development intended to minimize the adverse impact of stormwater runoff on water quality and water quantity and loss of groundwater recharge in receiving water bodies. Design and performance standards for stormwater management measures shall comply with last amended N.J.A.C. 7:8-5, incorporated herein by reference.

**§ 362-4 Stormwater Management Requirements for Major Development**

**In accordance with N.J.A.C. 7:8-5, incorporated herein by reference, the development, as identified under § 362-3 above or alternative designs in accordance with § 362-3 above, shall include a maintenance plan for stormwater management measures in the design of a major development.**

**§ 362-5 Calculation of Stormwater Runoff and Groundwater Recharge**

**This section establishes standards for the calculation of stormwater runoff and groundwater recharge for the development, as identified under § 362-3 above, or alternative designs in accordance with § 362-3 above. The standards for the calculation of stormwater runoff and groundwater recharge shall be in accordance with the last amended N.J.A.C. 7:8-5, incorporated herein by reference.**

**§ 362-6 Sources for Technical Guidance**

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

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

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

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

- B. **Submissions required for review by the Department should be mailed to:**

**The Division of Watershed Protection and Restoration, New Jersey Department of Environmental Protection, Mail Code 501-02A, PO Box 420, Trenton, New Jersey 08625-0420.**

**§ 362-47 Solids and Floatable Materials Control Standards.**

A. Site design features identified under § 362-3 above, or alternative designs in accordance with § 362-3 above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash and other floating, suspended, or settleable solids. For exemptions to this standard, see § 362-47 Subsection A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate.
  - a. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
  - b. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches or is no greater than 0.5 inches across the smallest dimension. Note that the Residential Site Improvement Standards at N.J.A.C. 5:21 include requirements for bicycle safe grates.

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

- c. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in § 362-47 Subsection A.1 above does not apply:
  - a. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
  - b. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
  - c. Where flows from the water quality design storm as specified in the last amended Stormwater Management rules at N.J.A.C. 7:8-5 et seq. are conveyed through any device (e.g., end of pipe netting facility, manufactured

treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

- i. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
- ii. A bar screen having a bar spacing of 0.5 inches.

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

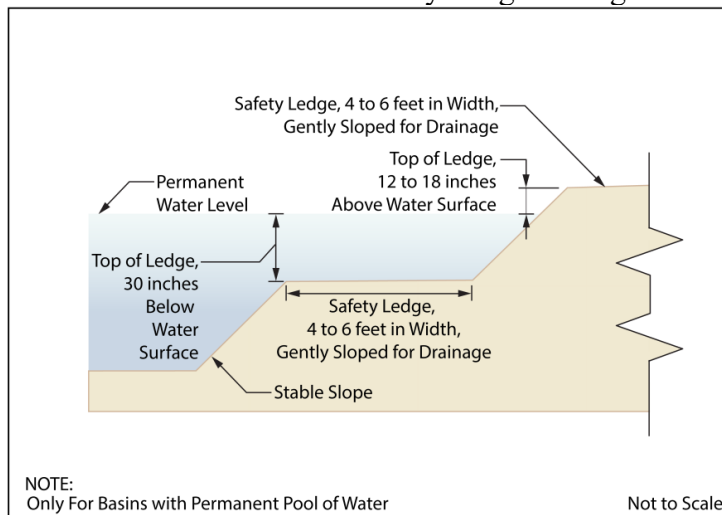
- d. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- e. Where the New Jersey Department of Environmental Protection determines, pursuant to the New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

§ 362-~~85~~ Safety Standards for Stormwater Management Basin.

A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management basins. This section applies to any new stormwater management basin. Safety standards for stormwater management measures shall comply with last amended N.J.A.C. 7:8-6, incorporated herein by reference.

B. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



## § 362-~~26~~ Requirements for a Site Development Stormwater Plan.

### A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at § 362-~~26~~ Subsection C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit 18 copies of the materials listed in the checklist for site development stormwater plans in accordance with § 362-~~26~~ Subsection C of this ordinance.

### B. Site Development Stormwater Plan Approval

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

### C. Submission of Site Development Stormwater Plan

The following information shall be required:

#### 1. Topographic Base Map

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

#### 2. Environmental Site Analysis

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



to those that provide particular opportunities or constraints for development.

### 3. Project Description and Site Plans

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

### 4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of § 362-3 is being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

### 5. Stormwater Management Facilities Map

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

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

### 6. Calculations

- a) Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in § 362-3 of this ordinance.
- b) When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

### 7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of § 362-~~107~~.

## 8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in § 362-~~107~~ Subsection C.1 through § 362-~~107~~ Subsection C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

## § 362-~~107~~ Maintenance and Repair.

### A. Applicability

Projects subject to review as in § 362-1 Subsection C of this ordinance shall comply with the requirements of § 362-~~107~~ Subsection B and § 362-~~107~~ Subsection C.

### B. General Maintenance

1. Maintenance for stormwater management measures shall comply with last amended N.J.A.C. 7:8-5.8, incorporated herein by reference.
2. The following requirements of N.J.A.C. 7:8-5.8 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department:
  - a) If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowner's association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation; and
  - b) Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
  - c) In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair

of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

C. Nothing in this subchapter shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

§ 362-~~118~~ Violations and penalties.

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to a fine not exceeding \$2,000 or imprisonment for a term not exceeding 90 days, or both. Each day in which such violation continues shall constitute a separate violation or offense. Nothing herein contained shall prevent the City of Rahway from taking such other lawful action as is necessary to prevent or remedy any violation.

§ 362-~~129~~ Severability.

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

§ 362-~~1340~~ Effective Date.

The effective date of this ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

ALL OF WHICH IS ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the

\_\_\_\_\_.

**SECTION 2.** All ordinances or parts of ordinances inconsistent with the provisions of this ordinance be and the same are hereby repealed.

**SECTION 3.** If any portion or clause of this ordinance is declared invalid for any reason whatsoever, same shall no affect the validity or constitutionality of any other part or portion of this ordinance.

**SECTION 4.** The effective date of this ordinance shall be twenty (20) days after its final passage by City Council and approval by the Mayor at the time and in the manner provided by law.

# **RESOLUTION**

## **CITY OF RAHWAY, NEW JERSEY**

No. AR-54-25

Date of Adoption: \_\_\_\_\_

### **A RESOLUTION ACCEPTING AND ADOPTING THE CENTRAL JERSEY MUNICIPAL JOINT INSURANCE FUND'S 2025 SAFETY INCENTIVE PROGRAM**

**WHEREAS**, the City of Rahway is a member of the Central Jersey Municipal Joint Insurance Fund (CENTRAL JIF); and

**WHEREAS**, it is the policy of the CENTRAL JIF to achieve the best and most practical degree of freedom from accidents and / or injuries; and

**WHEREAS**, the CENTRAL JIF endeavors to ensure that all of their members' employees, volunteers and public are provided with a safe and healthy environment, free from any recognized hazards; and

**WHEREAS**, the CENTRAL JIF endeavors to ensure that all of their members are in compliance with applicable safety and health requirements; and

**WHEREAS**, the CENTRAL JIF's Safety Committee is made up of representatives of the Fund's Municipalities, along with the professionals employed by the Fund; and

**WHEREAS**, the new Program will assist all the Central JIF members in becoming or maintaining compliance with all Public Employees Occupational Safety and Health (PEOSH) Requirements; and

**WHEREAS**, the CENTRAL JIF has adopted the new 2025 SAFETY INCENTIVE PROGRAM which should succeed in providing a safe, healthful and pleasant environment;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Rahway, County of Union, State of New Jersey that the Central Jersey Municipal Joint Insurance Fund SAFETY INCENTIVE PROGRAM be adopted by the City of Rahway.

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-55-25

Date of Adoption: \_\_\_\_\_

### A RESOLUTION TO AWARD A SERVICE CONTRACT TO COMPREHENSIVE MEDICAL NUTRITION SOLUTIONS TO PROVIDE EMPLOYEE HEALTH CONSULTING SERVICES

**WHEREAS**, the City of Rahway is in need of providing employee health consulting services;  
and

**WHEREAS**, Comprehensive Medical Nutrition Solutions (the “Consultant,”) is recognized as a leading consulting and services firm specializing in providing health consulting services; and

**WHEREAS**, the City shall provide \$16,000.00 to the Consultant to implement employee health activities and assessments; and

**WHEREAS**, the Consultant will conduct nutrition assessments, preventative health activities, create a culture of health among the City of Rahway Employees, and maintain metric tracking; and

**WHEREAS**, the Consultant utilizes an electronic health record program to keep track of employee health; and

**WHEREAS**, the Consultant will execute the proposed Scope of Services, attached hereto, over a one-year basis beginning on or about January 1, 2025 and concluding by December 31, 2025; and

**WHEREAS**, the City would like to enter into a Service Contract (“Contract,”) with Consultant pursuant to the attached proposal attached hereto.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Rahway, County of Union, State of New Jersey, as follows:

1. The City of Rahway hereby approves the award of a Professional Consulting Agreement pursuant to the proposal attached hereto in substantially the form with such changes be approved by the Business Administrator on advice of counsel.
2. The City of Rahway hereby authorizes the Mayor to execute Professional Consulting Agreement in the form so approved. The City Clerk shall be authorized to attest to the signature of the Mayor appearing thereon and to affix the seal of the Authority thereto.

The Chief Financial Officer of City of Rahway certifies that there are legally appropriated sufficient funds within the Current Fund Account 01-201-20-100-028, to cover the cost of this contract. This certification is required on all contracts as per regulations of the Director of Local Government Services.

City of Rahway  
Department of Revenue & Finance

February 10, 2025

Hon. Raymond A. Giacobbe, Mayor  
Members of the Municipal Council  
City of Rahway  
One City Hall Plaza  
Rahway, New Jersey 07065

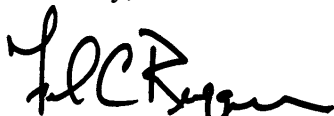
**Re: A RESOLUTION TO AWARD A SERVICE CONTRACT TO COMPREHENSIVE  
MEDICAL NUTRITION SOLUTIONS TO PROVIDE EMPLOYEE HEALTH  
CONSULTING SERVICES**

Dear Mayor and Council Members:

Please be advised that there are legally appropriated sufficient funds within the Current Fund  
Account # 01-201-20-100-028 to cover the cost of this contract.

This certification is required on all contracts as per regulations of the Director of Local Government  
Services.

Sincerely,

A handwritten signature in black ink, appearing to read "F. C. Ruggiero".

Frank C. Ruggiero  
Chief Financial Officer

# **RESOLUTION**

## **CITY OF RAHWAY, NEW JERSEY**

No. AR-56-25

Date of Adoption: \_\_\_\_\_

### **A RESOLUTION AUTHORIZING THE PRESERVATION OF THE NEW JERSEY HISTORIC PRESERVATION FUND ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST**

**WHEREAS**, the City Council of the City of Rahway desires to further historic preservation through a grant from the New Jersey Historic Trust, State of New Jersey in the amount of \$35,250 for the Rahway Library Project # 2024.0087;

**THEREFORE BE IT RESOLVED**, that the City Council of the City of Rahway hereby authorizes the Mayor to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement.



# Preserve New Jersey Historic Preservation Fund Grant Award

Administered by the New Jersey Historic Trust

**2024.0087**  
**Rahway Library**

Please **print** and complete the required grant materials, then submit **hardcopies** to NJHT no later than **March 28, 2025**.

Mailing Address

(includes US Postal Service):

**New Jersey Historic Trust  
P.O. Box 457  
Trenton, NJ 08625**

Hand Deliveries

(includes FedEx and UPS) :

**New Jersey Historic Trust  
101 South Broad Street, 6th Floor  
Trenton, NJ 08608**

Contact NJHT

Phone : (609) 984-0473

Fax : (609) 984-7590

Email : [njht@dca.nj.gov](mailto:njht@dca.nj.gov)

# ***Grant Agreement Checklist***

Project #: **2024.0087**

Project Name: **Rahway Library**

Please refer to the project grant number and name (listed above) in all correspondence with the Historic Trust.

Be sure the following items are included with the package. Please note any missing items that will be submitted under separate cover (insurance certificates, board resolutions, etc.). If you have any questions about the required materials, please contact your Program Officer directly.

## Must be received

- This Grant Agreement Checklist with completed items checked off
- Acceptance Letter with original signature
- Completed Grant Agreement Information Form and Contact Information sheet
- Insurance Certificate (with all categories completed by your insurance company and NJHT listed as Additional Insured)
- Attachment E – Governing Body Resolution (with original signature **and** raised seal)
- Attachment G - Statement of adequacy of accounting (with original signature)



*PO Box 457  
Trenton, NJ 08625*

January 7, 2025

Rachael Faillace  
City of Rahway  
1 City Hall Plaza  
Rahway, NJ 07065

**Re: Rahway Library; Grant No. 2024.0087; Grant Award: \$35,250**

Dear Rachael Faillace:

A bill appropriating funds from the Preserve New Jersey Historic Preservation Fund to the New Jersey Historic Trust has been introduced in the legislature. After the bill is passed and signed by the Governor, the grant funds awarded in the 2024 grant round will be available for disbursement.

To obtain grant funds, your organization must execute a Grant Agreement with the New Jersey Historic Trust. The Grant Agreement will define the scope of the project we are funding and the project schedule, as well as schedules for project reports and reimbursement requests. Once the Agreement is executed, grant funds will become available.

Several items needed to complete the Grant Agreement are enclosed including an information form. The New Jersey Historic Trust Board of Trustees has approved matching grant funds for the Scope of Work based on the information submitted in your application and as outlined in Attachment D-1 of the Grant Agreement. Attachment D-1 will be submitted separately by your Program Officer for your review. In its final form, it will serve as the basis on which all grant payments are made.

Attachments E and G of the Grant Agreement are included. Please have the appropriate individuals sign the documents and return them to the Trust. If you have any questions concerning the Scope of Work or attachments, please contact your NJHT Program Officer who will be administering your grant, Tara Ritz, at (609) 930-1002 or [Tara.Ritz@dca.nj.gov](mailto:Tara.Ritz@dca.nj.gov).

It is important to inform the Trust of all new developments that pertain to this project. The program staff should receive copies of all documentation for review and approval **before** proceeding with any work. The Trust must also review the qualifications of all consultants and contractors hired to complete grant-funded documents since your application was submitted.

Please have the duly authorized representative of your organization sign this letter and return it to the Trust. This signature indicates that you have approved the outlined Scope of Work and agreed to abide by the regulations that govern this program.

We look forward to working with you to successfully complete this project.

Sincerely,



Glenn A. Ceponis  
Executive Director

Please sign and return original to the Historic Trust with your Grantee Info Packet

**Approved and accepted:**

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

Signature: \_\_\_\_\_

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

Title \_\_\_\_\_

Organization \_\_\_\_\_

## GRANT AGREEMENT INFORMATION FORM

The following information is required for the Trust to generate your grant agreement.

All fields are required.

**Project Number:** 2024.0087

**Project Name:** Rahway Library

1. **Chief Financial Officer:** \_\_\_\_\_
2. **Organization's Federal I.D. Number:** \_\_\_\_\_
3. **NJ START Vendor I.D. Number:** \_\_\_\_\_
4. If using Federal funds as matching dollars (example: Tea 22 grants), give Catalog of Federal Domestic Assistance (**CFDA**) **Account Number:** \_\_\_\_\_
5. Your **Fiscal Year** ends: (month) \_\_\_\_\_ (day) \_\_\_\_\_
6. Your **Accounting Records** use the following system (check appropriate system):
  - Cash Basis
  - Accrual Basis
  - Modified Accrual
  - Other (explain): \_\_\_\_\_
7. **Insurance:**
  - a) Request that the NJ Historic Trust be named as additional insured (and reference your project number) on the policy for each Insurance Type listed below. Refer to "Insurance Requirements" in your Grant Manual for the Trust's expectations for insurance. If you checked any boxes labeled "**Self-Insurance**," submit a letter indicating the specific types and levels of self-insurance coverage. In the case of any exemptions, submit a certificate from the New Jersey Commissioner of Banking & Insurance identifying the specific exemption.
  - b) Ask your Insurance Company to submit a copy of your Certificate of Insurance to the Historic Trust. Please check appropriate insurance coverage below:
    - Comprehensive General Liability:
      - Insurance
      - Self-Insurance
    - Automobile Liability:
      - Insurance
      - Self-Insurance
      - Organization does NOT own or lease vehicles in its name
    - Workers' Compensation:
      - Insurance
      - Self-Insurance
      - Organization has no paid employees
    - Employers' Liability:
      - Insurance
      - Self-Insurance
      - Organization has no paid employees

## CONTACT INFORMATION SHEET

**Grant Recipient Organization** (*the information below must be consistent with information stated on IRS records*)

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

Mailing Address: \_\_\_\_\_

Day Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Project Contact** (*this is the person who will manage the grant and be first contact with the Historic Trust*)

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

Mailing Address: \_\_\_\_\_

Day Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Project Name: **Rahway Library**  
Project Number: **2024.0087**

**ATTACHMENT E**

**PRESERVE NEW JERSEY HISTORIC PRESERVATION FUND  
ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST**

GOVERNING BODY / BOARD RESOLUTION

The governing body/board of City of Rahway desires to further historic preservation through a grant from the New Jersey Historic Trust, State of New Jersey in the amount of \$35,250 for the following project Rahway Library.

Therefore, the governing body authorizes \_\_\_\_\_ (Insert Name and Title of Authorized Signatory) to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement.

Introduced and passed \_\_\_\_\_, 2025

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved:

\_\_\_\_\_  
(Signature of Mayor, County Board of Commissioners Director,  
or Board Chairperson)

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

Attested: \_\_\_\_\_  
(Signature of Municipal or County Clerk, Board Secretary, or Notary Public)



**Insert raised government, corporate or notary seal**

Project Name: **Rahway Library**  
Project Number: **2024.0087**

**ATTACHMENT G**

**A GRANT AGREEMENT BETWEEN STATE OF NEW JERSEY  
NEW JERSEY HISTORIC TRUST AND**

**City of Rahway (Grantee)**

2024.0087 (Project Number)

**STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM**

I am the \_\_\_\_\_ (Insert Title of Chief Financial Officer or Treasurer) of **City of Rahway** (Grantee) and, in this capacity, I will be responsible for establishing and maintaining the financial statements for Grant Number 2024.0087.

The accounting system that will be established and maintained for the purpose of this proposed contract/ grant will be adequate to:

1. Provide for accurate identification of the receipts and expenditures for items to be reimbursed by the New Jersey Historic Trust;
2. Provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. Provide accurate and current financial reporting information;
4. Be integrated with a strong system of internal controls and;
5. Will conform to any and all requirements or guidelines that the New Jersey Historic Trust may issue including Section VIII and Section XI of the Grant Agreement.

\_\_\_\_\_  
Signature of Chief Financial Officer / Treasurer

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Date



# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-57-25

Date of Adoption: \_\_\_\_\_

### A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF RAHWAY AND THE RAHWAY COMMUNITY ACTION ORGANIZATION (RCAO), a 501 (c) 3 ORGANIZATION

**WHEREAS**, N.J.S.A 40:23-8.19, the governing body of a municipality may annually appropriate and distribute to any public, or private nonprofit, agency or organization in maintaining community action programs within the City; and

**WHEREAS**, the Rahway Community Action Organization (hereinafter “RCAO”) has operated the JFK Community Center and Social Service Programs for more than fifty-seven (57) years, since 1967; and

**WHEREAS**, the programs include but are not limited to infant, toddler, and Pre-K early childhood education, before and after-school child care, after school summer camp, youth employment and training, social service referral, senior citizen programs, emergency food pantry and diaper programs, language advancement, homework helpers and tutoring, development of various physical/social fitness activities; and

**WHEREAS**, one of the programs called Rahway Family Success Center provides emergency support for rental assistance, utilities, and emergency needs; and

**WHEREAS**, in further supporting families and children for the City of Rahway, the Non-Profit provides Parenting Workshops and Events, Job Training; and

**WHEREAS**, the City recognizes RCAO’s contributions to the community; and

**WHEREAS**, the Parties desire to enter into this agreement pursuant to the terms and conditions contained herein; and

**WHEREAS**, the Non-Profit shall provide services to the City through its Department of Health;

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Rahway, County of Union, State of New Jersey, hereby authorizes the appropriation and distribution of funds in the amount of \$30,000.00 bi-annually to support community action programs.

**NOW, THEREFORE, BE IT FUTHER RESOLVED**, the attached agreement shall be executed by the Mayor and Clerk.



January 22, 2025

Mayor Raymond A. Giacobbe  
City of Rahway  
1 City Hall Plaza  
Rahway, NJ 07065

Dear Mayor Giacobbe,

On behalf of the Rahway Community Action Organization (RCAO), I would like to extend our deepest gratitude for your unwavering support of our after-school program. Your continued commitment has played an essential role in ensuring our success, truly embodying what a strong community partnership looks like. Thanks to your efforts, we have been able to serve 115 local families—94% of whom are classified as low- to moderate-income households—setting a lasting example of collaboration and community impact.

As we continue to serve Rahway's children, we are seeking your renewed investment in our after-school programs for the 2025-2026 school year, with a request for \$30,000 in funding—consistent with previous years. This support will allow us to build upon the foundation we've established and further enhance the services we provide, particularly in response to shifting technological advancements.

#### **About RCAO**

For more than 57 years, RCAO has been a cornerstone of the Rahway community, delivering social and human services that improve quality of life. Our flagship programs include:

- **Helping Hands Learning Academy:** Offering early childhood education and before- and after-school care.
- **Rahway Family Success Center:** A vital resource hub for family support and community services.
- **Emergency Needs Program:** Addressing food insecurity and essential needs for vulnerable residents.



## Our Request

To meet the growing demand for our after-school programs, we are seeking funding to expand and enhance the services provided through Helping Hands Learning Academy. Your support will directly benefit the following initiatives:

- **Language Advancement (\$5,000):** Providing bilingual instruction and tutoring to help students develop English proficiency and foster community inclusion.
- **Homework Helpers/Tutoring (\$10,000):** Strengthening academic outcomes by focusing on literacy, reading comprehension, and mathematics to ensure students reach grade-level competencies.
- **Health & Wellness Activities (\$5,000):** Promoting physical activity and social development through unique programs like "Yogarate," which blends yoga and karate in a fun, engaging way.
- **Counselor Stipends (\$5,000):** Supporting the dedicated individuals who provide guidance and mentorship to our children.
- **Program Coordinator Stipend (\$5,000):** Ensuring the seamless operation and quality oversight of our programs.

**Total Requested Support:** \$30,000

## Why It Matters

Your support enables us to deliver essential services that families in our community rely on, particularly those who might not otherwise have access to such opportunities. Our affordable, high-quality programs are currently operating at capacity, with a waiting list reflecting the community's growing need.

We would love the chance to host you for a site visit to showcase the impactful work your support makes possible. If you have any questions or would like to arrange a tour, please don't hesitate to reach out to me at (732) 328-9311 or [aghaly@rahwaycao.org](mailto:aghaly@rahwaycao.org).

Thank you for your ongoing partnership in building a stronger Rahway community. We truly value your leadership and commitment to our shared goals.

Sincerely,

A handwritten signature in black ink that reads "Aneesha Ghaly".

Aneesha Ghaly, MPA  
Executive Director  
RCAO | HHLA | RFSC



January 21, 2025

Mayor Raymond A. Giacobbe  
City of Rahway  
1 City Hall Plaza  
Rahway, NJ 07065

Dear Mayor Giacobbe,

For over 20 years, the Rahway Community Action Organization has proudly served families in our community by offering a robust, high-quality summer camp program for children aged 18 months to 13 years. This program has become a vital resource for working parents, providing their children with safe, enriching opportunities during the summer months. With activities like swim lessons, music classes, physical fitness, field trips, and hands-on educational experiences, we aim to inspire, engage, and support the youth of Rahway in meaningful ways.

As you are aware, the population we serve is overwhelmingly composed of low-to-moderate-income families, with 94% of our participants falling into this category. For many of these families, programs like ours are essential, as they provide not only affordable childcare but also opportunities that might otherwise be out of reach. However, we are facing increased challenges due to rising costs driven by inflation and other economic factors. Transportation expenses, in particular, have grown significantly, as have costs for materials, food, and other essential program needs.

Despite these challenges, we remain steadfast in our mission to deliver a safe and engaging environment where children can thrive. We have worked diligently to ensure that every child has access to experiences that promote learning, creativity, and fun—all while maintaining rigorous safety and quality standards. But to continue meeting the growing needs of our families and offset rising expenses, we are once again turning to the City of Rahway for support.

For 2025, we respectfully request a renewal of the \$30,000 annual contribution that has historically been a cornerstone of our program's funding. These funds are essential in helping us cover expenses like counselor salaries, transportation, field trips, and supplies. Enclosed with this letter, you will find an updated invoice detailing the allocation of funds.

We deeply value the City of Rahway's ongoing commitment to our program and the families we serve. Your support has been instrumental in enabling us to provide affordable, high-quality childcare and enrichment opportunities that strengthen our community. Together, we can continue to make a meaningful impact by fostering growth, learning, and opportunity for Rahway's youth.

Thank you for your continued partnership and for considering this request. I look forward to discussing how we can work together to ensure another successful summer for the children and families of Rahway.

Sincerely,

A handwritten signature in black ink, appearing to read "Aneesha Ghaly".

Aneesha Ghaly, MPA  
Executive Director

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-58-25

Date of Adoption: \_\_\_\_\_

### A RESOLUTION AUTHORIZING A NON-FAIR AND OPEN CONTRACT WITH WIZDOM MEDIA FOR GRAPHIC DESIGN AND CREATIVE SERVICES

**WHEREAS**, the City of Rahway has a need to renew its graphic design and creative services contract as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Purchasing Agent has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

**WHEREAS**, the anticipated term of this contract is one (1) year; and

**WHEREAS**, Wizdom Media has submitted a proposal indicating they will provide the graphic design and creative services contract for an approximate cost of \$75,000; and

**WHEREAS**, Wizdom Media has completed and submitted a Business Entity Disclosure Certification which certifies that Wizdom Media has not made any reportable contributions to a political or candidate committee in the City of Rahway in the previous one year, and that the contract will prohibit Wizdom Media from making any reportable contributions through the term of the contract, and

**WHEREAS**, the Chief Financial Officer has certified that there are sufficient funds in the Current Fund, to cover the cost of this contract – N.J.A.C. 5:30-5.4.

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Rahway that the Mayor, or Business Administrator as the Mayor's designee, and City Clerk are hereby authorized to enter into a contract with Wizdom Media, 34 East Cherry Street, Rahway, New Jersey 07065, as described herein;

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file.

# PROPOSAL

*prepared exclusively for*



## THE CITY OF RAHWAY

FOR 2025 GRAPHIC AND NEW MEDIA DESIGNERS

SUBMITTED BY:



**WIZDOM MEDIA NJ LLC**

34 E CHERRY STREET, RAHWAY NJ 07065



## PROPOSAL

to: City of Rahway  
Department of Revenue and Finance  
1 City Hall Plaza  
Rahway, N.J. 07065

for: **2025 GRAPHIC AND NEW MEDIA DESIGNERS**  
For the CITY OF RAHWAY, NJ

### Proposal Information

- TAB #1 – Letter of Intent
- TAB #2 – Firm(s) Contact Information
- TAB #3 - Firm Ownership and Organizational Structure
- TAB #4 – Mandatory Affirmative Action Certification
- TAB #5 – Firm Experience
- TAB #6 – Relative City Employees
- TAB #7 – Judgements, Claims, Suits and Bankruptcy
- TAB #8 – Business Registration Certificate
- TAB #9 – IRS Form W-9
- TAB #10 – Stockholder or Partnership Disclosure
- TAB #11 – Licensing
- Tab #12 - Compensation
- Tab #13 – Non-Collusion Affidavit
- Tab #14 – Disclosure of Investment Activities in Iran



## TAB #1 LETTER OF INTENT

January 21, 2025

City of Rahway  
Department of Revenue and Finance  
1 City Hall Plaza  
Rahway, N.J. 07065

The undersigned, as Respondent, has submitted the attached Statement of Qualifications (SOQ) in response to a Request for Proposal (RFP), in connection with the City's need for 2025 GRAPHIC AND NEW MEDIA DESIGNERS.

Wizdom Meida NJ LLC HEREBY STATES:

1. The SOQ contains accurate, factual and complete information.
2. Wizdom Media NJ LLC agrees to participate in good faith in the procurement process.
3. Wizdom Media NJ LLC acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Qualifications and any information prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Wizdom Media NJ LLC hereby declares that the only persons participating in this SOQ as Principals are named herein and that no person other than those herein mentioned has any participation in this SOQ or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. Wizdom Media NJ LLC declares that this SOQ is made without connection with any other person, firm or parties who has submitted a SOQ, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. Wizdom Media NJ LLC acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. Wizdom Media NJ LLC acknowledges that any contract executed with respect to the provision of 2025 GRAPHIC AND NEW MEDIA DESIGNERS must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

Sheryl Rosenstock / Partner  
Wizdom Media NJ LLC  
Dated: January 21, 2025

Jacqueline Lombardo / Partner  
Wizdom Media NJ LLC  
Dated: January 21, 2025

wizdom media





## TAB #2 – FIRM(S) CONTACT INFORMATION



### **Firm Contact Information**

#### **Wizdom Media NJ LLC**

34 E Cherry Street, Rahway, NJ 07065

732-340-0666 tel

732-340-0668 fax

### **Key Contact Information**

#### **Jacqueline Lombardo**

*Creative Partner*

Wizdom Media NJ LLC

34 E Cherry Street, Rahway, NJ 07065

732-340-0666 tel

732-340-0668 fax

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

[jacki@wizdommedia.com](mailto:jacki@wizdommedia.com)

#### **Sheryl Rosenstock**

*Creative Partner*

Wizdom Media NJ LLC

34 E Cherry Street, Rahway, NJ 07065

732-340-0666 tel

732-340-0668 fax

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

[sheryl@wizdommedia.com](mailto:sheryl@wizdommedia.com)



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Wizdom Media NJ LLC

**Organization Address:** 34 E Cherry St.

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)                       Limited Liability Company (LLC)
- Partnership                       Limited Partnership                       Limited Liability Partnership (LLP)
- Other (be specific):

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Jacqueline Lombardo	[REDACTED]
Sheryl Rosenstock	[REDACTED]





## Business Organization

### **Jacqueline Anne Lombardo - PRINCIPAL: 50% Business Ownership**

*Creative Partner*

Wizdom Media LLC

34 E Cherry Street, Rahway NJ 07065

732-340-0666 tel

732-340-0668 fax

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

[jacki@wizdommedia.com](mailto:jacki@wizdommedia.com)



### **Sheryl Rosenstock - PRINCIPAL: 50% Business Ownership**

*Creative Partner*

Wizdom Media LLC

34 E Cherry Street, Rahway NJ 07065

732-340-0666 tel

732-340-0668 fax

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

[sheryl@wizdommedia.com](mailto:sheryl@wizdommedia.com)





**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.  
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or



## TAB #4 – MANDATORY AFFIRMATIVE ACTION CERTIFICATION

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

**The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:**

**Letter of Federal Affirmative Action**

**Plan Approval; Certificate of Employee**

**Information Report; or**

**Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

PRINT NAME: Sheryl Rosenstock

TITLE: Partner

SIGNATURE: 

DATE: January 21, 2025



**(a) The number of years your organization has been in business under the present name and current management: 25**

**(b) Name, address and contact information of references:**

Siemens Healthineers	Mr. B Printing	Catalyst Exhibits
Jeannie Wert	Tom Bayone	Nancy Galford
Director Exhibit Management	Rahway, NJ 07065	Pleasant Prairie, WI 53158
jeannie.wert@siemens-healthineers.com	sales@mrbprinting.com	NGalford@catalystexhibit.com
610-425-0453	732-396-3990	815-814-5718

**(c) A description of overall experience in providing the type of services sought in this request:**

By housing strategy, creative execution and production under one roof, the company produces impactful results that stay true and consistent from concept to final product. The Wizdom design team integrates one or more of the following disciplines:

- Graphic Design/Illustration
- Retail Interior/Exterior Design
- Corporate Environment Design
- Exhibit and Large Format Graphics
- Multimedia & Web Design
- Packaging Design
- Corporate Branding/Identity
- Experiential Branding/Space Design
- Print and Web Advertising
- Video and Presentations

All projects are conceived, created and produced in-house, unless otherwise requested by the end client (i.e., Wizdom is requested to partner with 3rd party vendor for completion and/or fulfillment of project as in the case of large format exhibit structure, printing, high-volume replication, etc.).

**(d) A description of overall experience and familiarity within the City of Rahway:**

Wizdom Media has a complete and thorough knowledge and understanding of the graphic design services needed by The City of Rahway through direct experience in working with the City. Wizdom Media has been located in downtown Rahway for the past 16 years. One of its owners, Jacqueline Lombardo resides in Rahway.



**(e) Project Staffing**

1. Describe the services that Respondent would perform directly and those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project and their relevant project experience.

Wizdom Media is not planning on using sub-contractors.

2. Indicate whether the Respondent normally employs union or non-union employees?

All employees of Wizdom Media are non-union.





## TAB #6 – RELATIVE CITY EMPLOYEES

Neither the business partners or staff of Wizdom Media has any connection (relative or otherwise) to any City of Rahway employee or elected official.



## TAB #7 – JUDGEMENTS, CLAIMS, SUITS AND BANKRUPTCY

(a) Does the Respondent have any judgments, claims or suits within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice? If yes, please explain.

Wizdom Media does not have any judgments, claims or suits within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice.

(b) Explain whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

Wizdom Media is not now nor has ever been involved in any bankruptcy or re-organization proceedings in the last ten (10) years.



**Partnership Disclosure:**

Wizdom Media is a 50/50 partnership between

Sheryl Rosenstock

and

Jacqueline Lombardo



**Confirm appropriate federal and state licenses to perform activities.**

Wizdom Media does not need any federal or state licenses to perform its activities.



### Compensation Requirements

The following proposed rates are for the term of outlined services and reimbursement costs for projects as listed. Detailed, customized cost estimates for an individual project will be provided upon request by the City.

<b>PROJECT TYPE</b>	<b>ESTIMATED FEE</b>
Custom Design	
2-sided Flat .....	\$900 - \$1500
4x4, 4x8, .....	\$250 ea
Lawn Signs .....	\$150
Event Day Signage 3x6 .....	\$150
Event program.....	\$450
Fliers .....	\$150
Invitations .....	\$375
Letterhead .....	\$75
Logo Design.....	\$850
Logo sticker set up .....	\$75
Outdoor event banners.....	\$250 - \$450
Palm Cards / Post Cards .....	\$150 - \$450
Poster .....	\$200
Presentation board .....	\$100
Rec Center Brochure .....	\$1300
Senior Newsletter .....	\$950 - \$1700
Seasonal Streetlamp Banners .....	\$975
The Rahway Review .....	\$3800 - \$4200
The Rahway Preview.....	\$950 - \$1700
Ticket design .....	\$125
Coaster .....	\$150
Tent Card .....	\$350
T-Shirt .....	\$150
Sign Layout .....	\$250
Create New Key Visuals.....	\$1500
Update Previous Key Visuals.....	\$250 - \$500
Edits to existing Collateral.....	\$75 - \$150
Digital Collateral includes Facebook/Instagram Post, Facebook Event Cover	
Facebook Ad, TV 34 and Digital Signboard.....	\$150 each

The above costs do not include postage, printing or programming fees, which shall be furnished at the onset of a new project, in written format by associated 3rd party vendor(s) when necessary.



Signature, printed name and title of the individual completing the Proposal for the Respondent:

**Printed Name**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

**Sheryl Rosenstock**  
*Partner*  
Wizdom Media LLC

Date

**Notary Public Signature**

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

Notary's Signature

Notary Public In and For the County of \_\_\_\_\_ And the State of \_\_\_\_\_



NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Union

I, Sheryl Rosenstock residing in New York City  
(name of affiant) (name of municipality)

in the County of Kings and State of New York of full

age, being duly sworn according to law on my oath depose and say that:

I am Partner of the firm of Wizdom Media NJ LLC  
(title or position) (name of firm)

the Vendor making this Proposal for the proposal

entitled 2025 COR Graphic Design Proposal, and that I executed the said proposal  
(title of proposal proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Rahway** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Wizdom Media NJ LLC.  
(name of vendor)

Subscribed and sworn to  
before me this day 20

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission expires 20



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

City of Rahway

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder’s proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK EITHER BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

**OR**

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates listed on the Department’s Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: \_\_\_\_\_ Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities:

\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Vendor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below- referenced person or entity. I acknowledge that the City of Rahway is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Rahway and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Sheryl Rosenstock Signature: *Sheryl Rosenstock*

Title: Partner Date: January 21, 2025

Bidder/Vendor: Wisdom Media NJ LLC



# **RESOLUTION**

## **CITY OF RAHWAY, NEW JERSEY**

No. AR-59-25

Date of Adoption: \_\_\_\_\_

### **A RESOLUTION AUTHORIZING A SERVICE AGREEMENT BETWEEN THE CITY OF RAHWAY AND RAHWAY SID**

**WHEREAS**, the City of Rahway (hereinafter the “City”) is in need of an organization that will promote economic growth and implement and foster and encourage commercial development and improve the business climate and otherwise be in the best interest of the property owners in the Special Interest District and in the overall municipality pursuant to Chapter 97 “Special Improvement Districts” of the Rahway Municipal Code (hereinafter “Services”); and

**WHEREAS**, N.J.S.A. 40:56-65 – 40:56-89 authorizes local government entities to designate District Management Corporations incorporated pursuant to the New Jersey Nonprofit Corporation Act to receive funds and use them in a manner consistent with N.J.S.A. 40:56-65 and Chapter 97 “Special Improvement Districts” of the Rahway Municipal Code; and

**WHEREAS**, Rahway SID is a District Management Corporation that is able to provide the Services to the Special Interest District pursuant to N.J.S.A. 40:56-65 and Chapter 97 “Special Improvement Districts” of the Rahway Municipal Code; and

**WHEREAS**, the City of Rahway would like to enter into a Service Agreement (“Agreement,”) attached hereto this Resolution, with Rahway SID; and

**WHEREAS**, the City of Rahway, City Council would like to approve the provision of Services and authorize the entering into the execution of an agreement with Rahway SID.

### **NOW THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE RAHWAY CITY COUNCIL AS FOLLOWS:**

1. The City Council hereby approves Service Agreement with the Rahway SID in substantially the form attached hereto this Resolution with such changes as shall be approved by the Business Administrator on advice of counsel.
2. The City of Rahway hereby authorizes the Mayor to execute the Service Agreement with Rahway SID in the form so approved. The City Clerk shall be authorized to attest to the signature of the Mayor appearing thereon and to affix the seal of the Authority thereto.

**AGREEMENT BETWEEN  
RAHWAY SID, LLC  
AND  
THE CITY OF RAHWAY**

**THIS AGREEMENT ("AGREEMENT")** is made by and between the **RAHWAY SID, LLC**, A New Jersey limited liability corporation (the "SID") and the **CITY OF RAHWAY**, a body corporate and politic of the State of New Jersey, having offices at One City Hall Plaza, Rahway, New Jersey 07065 (the "City"), (collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, Chapter 97 of the Code of the City of Rahway established the Rahway Special Improvement District for the purpose of encouraging the development of the "Rahway Center," as the civic, cultural and commercial center of the City of Rahway while fostering the building of a nonpartisan partnership and creation and implementation of an action-oriented, pragmatic work plan to achieve Rahway Center's and the City's revitalization; strengthen the economic, cultural, institutional, residential and commercial contributions of Rahway Center and other commercial areas of the City for the benefit of the residents and property owners of the City of Rahway; and preserve Rahway Center's and the City's historic past as a foundation for its future; and

**WHEREAS**, the City of Rahway has special needs and requires special services that can best be achieved through a private-public partnership implemented by a Special Improvement District and a District Management Corporation; and

**WHEREAS**, the District Management Corporation is tasked with promoting economic growth; implementing, fostering, and encouraging commercial development; and improving the business climate in the best interest of the property owners in the district and in the overall municipality; and

**WHEREAS**, the City and Council have designated the Rahway SID, Inc. as the District Management Corporation; and

**WHEREAS**, it is more efficient and less expensive in the long term, for the City to provide various administrative services, staffing, rental space, and other such services to the SID; and

**WHEREAS**, the SID and the City desire to work jointly to provide supporting services for the SID through the City, as more fully set forth in this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term: The initial term of this contract shall begin upon signing and expire on January 31, 2026. This agreement may be renewed annually for one (1) year by resolution of the Council of the City of Rahway. Such renewal is the sole discretion of the City.
  
2. Duties of the City.
  - A. Administrative Services: The City shall provide for the SID administrative services, including but not limited to records and information management, mail and courier services, facility management, office management, social media management, creation and publication of advertisements, program planning, employee training and development, human resource management.
  
  - B. Rental Agreement: The City shall provide for the SID office space located One City Hall Plaza, Rahway, New Jersey 07065. Space shall include all necessary equipment, including but not limited to telephone systems, computers, and internet/networking services and equipment. The City reserves the right to relocate the SID offices as necessary.
  
  - C. Employee Services: The City shall provide daily employees who will work for the SID under the supervision of the SID Management. The employees shall perform those duties as required by the SID. Employees shall be compensated by the City and shall receive benefits in accordance with City policy. The City shall be responsible for all payroll services and benefits, including but not limited to pension contributions, healthcare, Worker's Compensation insurance, and applicable taxes.
  
  - D. Maintenance Agreement: The City shall be responsible for the maintenance, upkeep and repair service to all facilities operated by the SID.
  
  - E. Financial Services: The City shall oversee all financial aspects of the SID, including but not limited to budgeting, accounting, treasury management, revenue collection, capital planning, and financial reporting, acting as the primary financial advisor, and ensuring compliance with local and state regulations while managing the SID's finances effectively and strategically.
  
  - F. Legal Services: The City shall provide legal advice and representation to the SID, ensuring its actions comply with state and federal laws by drafting ordinances, reviewing contracts, and advising officials on various legal matters related to SID operations, including land use, public works, employee relations, and litigation. However, should a dispute arise between the parties, the City shall not be responsible for legal fees incurred by the SID.
  
  - G. Audit Services: Upon selection of an auditing firm by the SID Board, the City shall be responsible for costs associated with auditing services.

3. Duties of the SID:

- A. In exchange for the City's obligations defined in Section 2 of this agreement, the SID shall compensate the City annually with a sum of One-Hundred Twenty-Five Thousand (\$125,000) dollars.
- B. The SID shall, in coordination with the City's financial team, develop and adopt the annual budget.

4. Dispute Resolution. In the event that any disputes or questions arise between the City and the SID as to the interpretation of the terms of this Agreement or the satisfactory performance by either party of the services and other responsibilities provided for in this Agreement, the City Business Administrator and the SID Board President, or their respective designee, agree to use their best efforts to amicably resolve such disputes or questions between themselves.

In the event that a resolution is not reached, the parties to this agreement agree to arbitrate all claims, disputes, or controversies, including all statutory claims and any state or federal claims, that may arise out of or relating to this agreement.

By agreeing to arbitrate, the parties understand and agree that they are giving up their rights to use other available resolution processes, including a court action or administrative proceeding, to resolve their disputes. Further, the parties acknowledge and agree that they **FOREVER WAIVE AND GIVE UP THE RIGHT TO HAVE A JUDGE OR A JURY DECIDE ANY CLAIMS WHICH MAY ARISE FROM THIS AGREEMENT.**

**THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT, THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS AND WAIVES THE RIGHT TO MAINTAIN A COURT ACTION OR PURSUE A CLASS ACTION IN COURT OR IN ARBITRATION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.**

5. Limitation of Liabilities. The SID and the City hereto agree to indemnify and hold harmless each other from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the parties' own negligent acts, errors or omissions in the performance of professional services under this Agreement.

6. Compliance with Law. Each Party is responsible for compliance with such statute, rules and regulations as may be applicable during the term of this Agreement.

7. Counterparts. This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.

8. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolutions duly adopted

by the governing bodies of each of the Parties.

9. Provisions of Law. All provisions of law which are not enumerated in this Agreement, but which are required to be made a part of it are hereby deemed incorporated herein.

10. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

11. Transferability of Interest. Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the written consent of the other Party.

12. Termination. It is understood and agreed that either party may cancel this Shared Services Agreement at any time by giving prior written notice of said cancellation to the other party within sixty (60) days prior to the effective cancellation date. This agreement shall terminate automatically in the event that the City designates another firm to operate the SID. Upon termination of this agreement, the SID shall immediately return to the City possession of office space, equipment, and records to the City.

**IN WITNESS WHEREOF**, the parties have, through the appropriate officials thereof, executed and sealed this agreement on this day     of                     , 2025.

**ATTEST:**

**RAHWAY SID, LLC**

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

By: \_\_\_\_\_  
**SID Director**

**ATTEST:**

**CITY OF RAHWAY**

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

By: \_\_\_\_\_  
**Mayor Raymond A. Giacobbe**

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-60-25

Date of Adoption: \_\_\_\_\_

### A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL PROSECUTOR SERVICES

**WHEREAS**, N.J.S.A. 2B:24-4 provides that each municipal court shall have at least one Municipal Prosecutor appointed by the governing body of the municipality; and

**WHEREAS**, Ordinance § 5-23 of the Municipal Code of the City of Rahway provides for the process for appointing a Municipal Prosecutor; and

**WHEREAS**, the City of Rahway (hereinafter referred to as “City”) requires a Municipal Prosecutor; and

**WHEREAS**, Robert C. Carroll, Esq. of the law firm Murgado & Carroll, Esqs currently serves as the Municipal Prosecutor for the City pursuant to a contract approved annually by the Council of the City; and

**WHEREAS**, Robert C. Carroll, Esq. is qualified by experience to perform the duty of Municipal Prosecutor; and

**WHEREAS**, the City Council accepts the appointment as described herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Rahway, County of Union, State of New Jersey, as follows:

1. A contract is hereby awarded to Robert C. Carroll, Esq. in an amount not to exceed \$45,000 for Municipal Prosecutor services.
2. The Mayor or his designee, is hereby authorized to execute a contract with Robert C. Carroll, Esq. in an amount not to exceed \$45,000, and any other necessary documents, for the period of January 1, 2025 through December 31, 2027.
3. No payments in excess of the “not-to-exceed” amount above shall be approved without prior approval from the City Council.
4. Any modification to the professional service contract shall be in writing and signed by both parties, and upon obtaining signatures shall immediately become a part of the contract.

5. The professional service contract shall, for all purposes, be deemed a New Jersey contract and any provisions of said contract shall be governed and interpreted according to the laws of the State of New Jersey.

This Resolution shall take effect immediately.

# **RESOLUTION**

## **CITY OF RAHWAY, NEW JERSEY**

No. AR-61-25

Date of Adoption: \_\_\_\_\_

### **A RESOLUTION GRANTING PERMISSION FOR THE RAHWAY SPECIAL IMPROVEMENT DISTRICT TO HOLD A “TASTE OF SPRING” 2025**

**WHEREAS**, Chapter 129; Article II, Section 14 “Permitted consumption in public places” gives the Municipal Council the right to grant permission for alcoholic beverages to be served at an event to be held in a designated park, playground or recreational area or other public place at a designated time or times in connection with any purpose or events which have been authorized by the Council of the City of Rahway; and

**WHEREAS**, the “Taste of Spring” is an annual event held at the Recreation Center to benefit the Rahway Special Improvement District.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Rahway does hereby grant permission to the Rahway Special Improvement District to hold the “Taste of Spring” at the Recreation Center on Friday, April 11, 2025 from 5PM-9PM and to grant permission for alcoholic “tasting” be permitted.



# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-62-25

Date of Adoption: \_\_\_\_\_

### A RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACTS FOR PROFESSIONAL GENERAL ENGINEERING SERVICES FOR THE CITY OF RAHWAY

**WHEREAS**, under the provisions of P.L. 2004, c.19, known as the “New Jersey Local Unit Pay-To-Play Law,” the City conducted a “fair and open” process to select a firm to provide professional general engineering services when and if needed, and

**WHEREAS**, a Request for Qualifications under the “fair and open” process was solicited in compliance with N.J.S.A.19:44-A-20.4 *et seq*; and

**WHEREAS**, the following firms responded to a request for qualifications pursuant to the “fair and open” process and has been deemed qualified to perform services:

T&M Associates (GIS)	400 Broadacres Drive, Suite 250, Bloomfield, NJ 07003
Najarian Associates, Inc.	1 Industrial Way West, Eatontown, NJ 07724
ENGenuity Infrastructure, LLC	2 Bridge Avenue, Suite 323, Red Bank, NJ 07701

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1, *et seq.*) requires that resolutions authorizing the award of contracts for a professional service be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Rahway, County of Union, State of New Jersey as follows:

1. the above firms submitted a response to the Request for Qualifications for professional general engineering services and have been deemed qualified to provide professional general engineering services; and
2. the above firms have extensive experience in professional general engineering services; and
3. the above firms have proposed the following fee schedules for a term of one year as detailed in their proposals:

<b>Vendor name</b>	<b>Total Amt</b>	<b>Hourly rate</b>			
T&M Associates (GIS)	\$20,000.00	\$98-\$252/hr	per	2025	Fee
Najarian Associates, Inc.	\$40,000.00	Schedule			
		\$84-220/hr	per	2025	Fee
		\$100-290/hr	per	2025	Fee
ENGenuity Infrastructure	\$20,000.00	Schedule			

4. Contracts are hereby awarded to the above firms without competitive bidding as a “Professional Service” under the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5) and under the “fair and open” process of the Local Unit Pay-To-Play Law (N.J.S.A. 19:44A-20.4).

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute any and all documents related to said engagement.

Attached hereto is the certification of the Chief Financial Officer of the City of Rahway, which states that there are legally appropriated sufficient funds within the Current Fund – Account 01-201-20-165-028 to cover the cost of this contract.

This certification is required on all contracts as per regulations of the Director of Local Government Services.

City of Rahway  
Department of Revenue & Finance

February 10, 2025

Hon. Raymond A. Giacobbe, Mayor  
Members of the Municipal Council  
City of Rahway  
One City Hall Plaza  
Rahway, New Jersey 07065

Re: **A RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACTS  
FOR PROFESSIONAL GENERAL ENGINEERING SERVICES FOR THE CITY OF  
RAHWAY**

Dear Mayor and Council Members:

Please be advised that there are legally appropriated sufficient funds within the Current Fund Account # 01-201-20-100-028 to cover the cost of this contract.

This certification is required on all contracts as per regulations of the Director of Local Government Services.

Sincerely,



Frank C. Ruggiero  
Chief Financial Officer

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-63-25

Date of Adoption: \_\_\_\_\_

### A RESOLUTION AUTHORIZING THE REFUND OF PAYMENT OF TAXES DUE TO THE GRANTING OF A SENIOR DEDUCTION FOR THE C/Y 2024

**WHEREAS**, the Department of Assessments has granted a Senior Deduction for Calendar Year 2024; and

**WHEREAS**, by the Municipal Council of the City of Rahway, County of Union, State of New Jersey that the City Clerk is authorized and directed to draw a warrant on the Chief Financial Officer in the following names and amounts to refund said Deductions.

**NOW, THEREFORE, BE IT RESOLVED** that the Chief Financial Officer is hereby authorized and directed to make refunds in the following names and amounts.

#### SENIORS ON

<u>BLOCK/LOT</u>	<u>PROPERTY ADDRESS</u>	<u>OWNERS NAME</u>	<u>2024C/Y</u>
214 09	543 Union Street	Carl Thompson	\$250.00
	<b>TOTAL</b>		<b>\$250.00</b>

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-64-25

Date of Adoption \_\_\_\_\_

### A RESOLUTION AUTHORIZING A DISABLED VETERAN EXEMPTION (AARON CLARY)

**WHEREAS**, property known as Lot 11, Block 171, more commonly known as 1507 St Georges Ave, in Rahway, NJ is owned by Aaron Clary; and

**WHEREAS**, Aaron Clary, who had qualified as a one hundred percent Disabled Veteran under the provision of the N.J.S.A 54; 4-3.30, causing his property to be exempt from taxation at the local level beginning with the 1st Quarter Calendar Year 2025 as verified by the Tax Assessor; and

**WHEREAS**, the Tax Bills for the four quarters of Calendar Year 2024 were generated from the 2023 Assessor's Tax Lists, as required under regulations promulgated by the New Jersey Division of Local Government Services in The Department of Community Affairs pursuant to N.J.S.A. 54:4-64, thus presenting this property owner with a tax bill for the calendar year 2025, while the property is correctly classified as being Tax Exempt for the same period.

**NOW, THEREFORE, BE IT RESOLVED** that the Tax Collector be, and he hereby is, authorized and directed to cancel the first half of 2025; in the amount of \$6,741.53 and refund an overpayment of \$70.89 on the property known and designated as Lot 11, Block 171.

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-65-25

Date of Adoption \_\_\_\_\_

### A RESOLUTION AUTHORIZING A DISABLED VETERAN EXEMPTION (VINCENT LA ROCCA)

**WHEREAS**, property known as Lot 14, Block 115, more commonly known as 510 Stalevicz LA, in Rahway, NJ is owned by; and

**WHEREAS**, Vincent L Rocca, who had qualified as a one hundred percent Disabled Veteran under the provision of the N.J.S.A 54; 4-3.30, causing his property to be exempt from taxation at the local level beginning with the 1st Quarter Calendar Year 2025 as verified by the Tax Assessor; and

**WHEREAS**, the Tax Bills for the four quarters of Calendar Year 2024 were generated from the 2023 Assessor's Tax Lists, as required under regulations promulgated by the New Jersey Division of Local Government Services in The Department of Community Affairs pursuant to N.J.S.A. 54:4-64, thus presenting this property owner with a tax bill for the calendar year 2025, while the property is correctly classified as being Tax Exempt for the same period.

**NOW, THEREFORE, BE IT RESOLVED** that the Tax Collector be, and he hereby is, authorized and directed to cancel the first half of 2025; in the amount of \$8,215.85 and refund an overpayment of \$4,123.25 on the property known and designated as Lot 14, Block 115.

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-66-25

Date of Adoption \_\_\_\_\_

### A RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF TAX SALE CERTIFICATES FOR 2022 AND 2024 TAX LIENS

WHEREAS, the City of Rahway held a Tax Lien Sale on December 02, 2022 and December 06, 2024 for unpaid Calendar Year Taxes and Municipal Charges, and various Tax Sale Certificates were struck off and sold to the following Lien Holders, on the following Block and Lots; and

WHEREAS, the owners of said properties has paid all money due to the Tax Collector for the Redemption of said Tax Sale Certificates.

NOW, THEREFORE, BE IT RESOLVED that the Chief Financial Officer is hereby authorized and directed to make refunds in the following names and amounts.

#### 2022 Tax Lien

<u>BLOCK/LOT</u>	<u>PROPERTY ADDRESS</u>	<u>CERT OWNER</u>	<u>REFUND</u>	<u>PREMIUM</u>
213 11	767 River Rd	Edwin M Vasconez 230 W Morris Ave Linden NJ 07036	\$18,875.69	\$14,000.00
<b>Certificate 2022-0020</b>				

#### 2024 Tax Lien

<u>BLOCK/LOT</u>	<u>PROPERTY ADDRESS</u>	<u>CERT OWNER</u>	<u>REFUND</u>	<u>PREMIUM</u>
33 01	95 Cornell Ave	Lillian Zhang 7661 Wandering Way Orlando FL 32836	\$9,341.33	\$34,000.00
<b>Certificate 2024-0001</b>				
<u>BLOCK/LOT</u>	<u>PROPERTY ADDRESS</u>	<u>CERT OWNER</u>	<u>REFUND</u>	<u>PREMIUM</u>
148 23	70 West Cherry Street	Trystone Capital Assets LLC P.O. Box 1030 Brick NJ 08723	\$11,160.40	\$12,800.00
<b>Certificate 2024-0010</b>				

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-67-25

Date of Adoption \_\_\_\_\_

### A RESOLUTION AUTHORIZING GRANTING OF A VETERAN DEDUCTION FOR THE C/Y 2024

**WHEREAS**, the Department of Assessments has granted a Veteran Deduction for Calendar Year 2024; and

**WHEREAS**, by the Municipal Council of the City of Rahway, County of Union, State of New Jersey that the City Clerk is authorized and directed to draw a warrant on the Chief Financial Officer in the following names and amounts to refund said Deductions.

**NOW, THEREFORE, BE IT RESOLVED** that the Chief Financial Officer is hereby authorized and directed to make refunds in the following names and amounts.

#### VETERAN ON

<u>BLOCK/LOT</u>	<u>PROPERTY ADDRESS</u>	<u>OWNERS NAME</u>	<u>2024C/Y</u>
85 19	90 W Emerson Ave	Oscar Perez	\$250.00
		<b>TOTAL</b>	<b>\$250.00</b>



**RESOLUTION**  
**CITY OF RAHWAY, NEW JERSEY**

No. AR-68-25

Date of Adoption: \_\_\_\_\_

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENTS TO THE CITY OF  
RAHWAY PLANNING BOARD**

**WHEREAS**, Mayor Raymond A. Giacobbe has appointed the following people to the City of Rahway Planning Board:

<u>Position</u>	<u>Name</u>	<u>Term</u>
Class IV Member	Robert Simon	1/2025 – 12/31/28 (4-year term)
Class IV Member	Ruta Padulo	1/2025 – 12/31/28 (4-year term)
Alternate 1 Member	Christopher Brown	1/2025 – 12/31/26 (2-year term)
Alternate 2 Member	Helga Badillo	1/2024 – 12/31/25 (2-year term) <b>UNEXPIRED</b>

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Rahway, County of Union, State of New Jersey, that the appointments by the Mayor to the City of Rahway Planning Board are hereby confirmed.

**RESOLUTION**  
**CITY OF RAHWAY, NEW JERSEY**

No. AR-69-25

Date of Adoption: \_\_\_\_\_

**A RESOLUTION APPOINTING A CLASS III MEMBER TO THE CITY OF RAHWAY  
PLANNING BOARD (KARLA TIMMONS)**

**BE IT RESOLVED**, by the Municipal Council of the City of Rahway that Karla Timmons is hereby appointed as a Class III Member (Council) of the Planning Board for a term to expire December 31, 2025.

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-70-25

Date of Adoption \_\_\_\_\_

**A RESOLUTION REQUESTING THE UNION COUNTY COMMUNITY DEVELOPMENT REVENUE SHARING COMMITTEE TO APPROVE THE PROPOSALS HEREINAFTER LISTED AND PRIORITIES FOR YEAR 51 (2025-2026) FUNDING**

**WHEREAS**, the County of Union has provided Community Development Block Grant Funding from the U.S. Department of Housing and Urban Development since 1974-1975; and

**WHEREAS**, the City of Rahway has been a participating Union County Community Development Program municipality; and

**WHEREAS**, in order to continue to receive program funding, it is now necessary for the City of Rahway to prepare and submit applications for funding assistance; and

**WHEREAS**, the City of Rahway has conducted a public hearing on February 10, 2025 in order to receive project funding requests and recommendations.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Rahway that the following projects have been selected for submission to the County of Union for Community Development funding and that the Mayor is hereby authorized to execute all documentation necessary to complete formal application for requested funding

<b>Project</b>	<b>Priority</b>
Policy and Planning Program	1
Senior Public Services Program	2
Road Rehabilitation Program	3
Home Improvement Program	4
Code Enforcement Program	5

**BE IT FURTHER RESOLVED** that the Union County Community Development Revenue Sharing Committee be requested to consider and approve the proposals set forth herein, and that a copy of this resolution be forwarded to the Union County Development Revenue Sharing Committee.

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-71-25

Date of Adoption \_\_\_\_\_

**A RESOLUTION AWARDING THE ACCEPTANCE OF BID FOR THE PROJECT ENTITLED  
“2024 SIDEWALK AND FLOOD WARNING SIGN PROGRAM” FOR THE CITY OF  
RAHWAY TO CROSSROADS PAVING**

**WHEREAS**, bids were received in the manner provided by law; and

**WHEREAS**, there were four (4) bids received with the low bidder for the project being Crossroads Paving;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Rahway that the following bid is hereby found and determined, as per the specifications, that Crossroads Paving, 386 South Street, Suite #169, Newark, NJ 07105 has bid the lowest price and is the lowest responsible bidder, and a contract is hereby awarded to the aforementioned contractor consisting of the following bid breakdown:

Base Bid: \$ 468,086.00

**BE IT FURTHER RESOLVED** by the City Council of the City of Rahway that the following bid be and is hereby accepted:

**BID OF:** Crossroads Paving  
386 South Street  
Suite #169  
Newark, NJ 07105

**FOR:** 2024 Sidewalk and Flood Warning Sign Program

**AMOUNT:** \$468,086.00

The Chief Financial Officer of City of Rahway certifies that there are legally appropriated sufficient funds within the General Capital Fund – account number 04-215-55-722-105 to cover the cost of this contract.

City of Rahway  
Department of Revenue & Finance

February 10, 2025

Hon. Raymond A. Giacobbe, Mayor  
Members of the Municipal Council  
City of Rahway  
One City Hall Plaza  
Rahway, New Jersey 07065

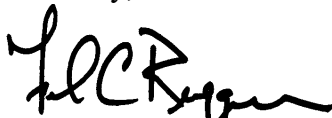
Re: **A RESOLUTION AWARDING THE ACCEPTANCE OF BID FOR THE PROJECT  
ENTITLED “2024 SIDEWALK AND FLOOD WARNING SIGN PROGRAM” FOR THE CITY  
OF RAHWAY TO CROSSROADS PAVING**

Dear Mayor and Council Members:

Please be advised that there are legally appropriated sufficient funds within the General Capital Fund – account number 04-215-55-722-105 to cover the cost of this contract.

This certification is required on all contracts as per regulations of the Director of Local Government Services.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. C. Ruggiero', written over a horizontal line.

Frank C. Ruggiero  
Chief Financial Officer



**Consulting & Municipal  
ENGINEERS**

3141 Bordentown Ave.  
Parlin, NJ 08859  
732.727.8000 ☎  
www.cmeusa1.com 🌐

January 30, 2025

Mr. Daniel Lee, PE, CME  
Department Director | City Engineer  
City of Rahway  
1 City Hall Plaza  
Rahway, NJ 07065

**Re: Bid Recommendation for the  
2024 Rahway Sidewalk Program & Flood Warning Sign Program  
City of Rahway, NJ  
Our File No: PRW00509.01**

Dear Mr. Lee,

On January 28, 2025, four (4) bids were received for the 2024 Rahway Sidewalk Program & Flood Warning Sign Program as indicated on the attached summary of bids.

The apparent low bid was submitted by Crossroads Paving of Newark, New Jersey with a base bid of \$468,086.00 for items A-1 through B-52 inclusive, which is below the Engineer's Estimate and \$118,437.80 under the price bid by the second lowest bidder. The second lowest bid was submitted by Berto Construction, INC. of Rahway, New Jersey with a base bid of \$586,523.80 for items A-1 through B-52 inclusive.

No irregularities or math errors were noted in the apparent low bid submitted by Crossroads Paving.

We have worked with Crossroads Paving on previous Municipal Projects, and their performance has been satisfactory.

It is our understanding that there is sufficient funding to award this Project. Accordingly, should there be no irregularities in the apparent low bid as determined by the City Purchasing Agent or Attorney, we recommend award of the Project to Crossroads Paving for items A-1 through B-52 inclusive in the amount of \$468,086.00 subject to certification of funds by the City's Chief Financial Officer; review and approval by the City Purchasing Agent and Attorney; verification that the bonding and surety companies are licensed to do business in the State of New Jersey and that the bonding company appears in the current list of "Surety Companies Acceptable on Federal Bonds" by the U.S. Treasury Department; verification that the Contractor has sealed the bid with their corporate seal where appropriate; and the submission of the required bonds and insurance certificates for the Project.

**CONSULTING AND MUNICIPAL ENGINEERS LLC**  
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000  
Barnegat • Berlin • Camden • Howell • Medford • Monmouth Junction • Parlin



**Consulting & Municipal  
ENGINEERS**

Mr. Daniel Lee, PE, CME  
City of Rahway  
Re: Bid Recommendation for 2024 Rahway  
Sidewalk Program & Flood Warning Sign Program

January 30, 2025  
Our File No. PRW00509.01  
Page 2

By copy of this letter to the City Purchasing Agent and Attorney, we have transmitted one (1) copy of the bid submitted by the low bidder.

Should you have any questions concerning this matter, please do not hesitate to contact our office.

Very truly yours,

CME ASSOCIATES

Louis J. Ploskonka, PE  
Vice President

LP/GO/ar/ch  
Enclosures

cc: Anissa Leung, City Purchasing Agent  
Louis N. Rainone, Esq., City Attorney

# **RESOLUTION**

## **CITY OF RAHWAY, NEW JERSEY**

No. AR-72-25

Date of Adoption \_\_\_\_\_

### **A RESOLUTION SUPPORTING STATE BILL S2511/A4051 THE HUMANE PET STORE BILL**

**WHEREAS**, the State of New Jersey Legislature introduced Bill S2511/A4051 to the Senate to Prohibit the sale of cats, dogs or rabbits by pet shops and repeal the “Pet Purchase Protection Act”; and

**WHEREAS**, Bill S2511/A4051 addresses puppy mills that sell directly to the public, including Internet sales, as they are not currently regulated by federal law for veterinary care and space requirements, temperature control and air quality, cage stacking and the use of wire flooring; and

**WHEREAS**, this bill is supported by animal welfare organizations, veterinarians, humane pet stores, cities and counties across the state; and

**WHEREAS**, this bill aims to protect animals from commercial breeding mills and prevent New Jersey from becoming a haven for unscrupulous breeders; and

**WHEREAS**, it would also protect consumers from misleading sales tactics, sick puppies, disease outbreaks and predatory puppy loans.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of the City of Rahway hereby supports NJ Senate Bill S2511/4051 to prohibit the sale of dogs, cats and rabbits by pet shops and repeal the “Pet Purchase Protection Act”.



**ORDINANCE**  
**CITY OF RAHWAY, NEW JERSEY**

No. O-01-25

Date of Adoption: \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 401 OF THE CODE OF THE CITY OF  
RAHWAY (VEHICLES AND TRAFFIC)**

NOW, THEREFORE, be it ordained, by the City Council of the City of Rahway, County of Union, States of New Jersey, that the following chapter be amended as follows:

**Section 1. 401-84 Schedule XXV: Parking by Permit Only**

**ADD**

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Adams St	Both	24 hours a day / Mon. through Sun.	From New Brunswick Ave to Main Street

**Section 2.** All Ordinances or parts of Ordinances inconsistent herewith are repealed.

**Section 3.** If any section, subsection, sentence, clause, phrase, or a portion of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 4.** This Ordinance shall become effective after second reading and publication as required by law.

**ORDINANCE**  
**CITY OF RAHWAY, NEW JERSEY**

No.   O-02-25  

Date of Adoption: \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 401 OF THE CODE OF THE CITY OF  
RAHWAY (VEHICLES AND TRAFFIC)**

NOW, THEREFORE, be it ordained, by the City Council of the City of Rahway, County of Union, States of New Jersey, that the following chapter be amended as follows:

**Section 1. 401-75: Schedule XVI: Time Limit Parking**

**ADD**

<u><i>Name of Street</i></u>	<u><i>Side</i></u>	<u><i>Hours/Days</i></u>	<u><i>Location</i></u>
Irving St	Both	2 hours.7:00 a.m. to 6:00 p.m./ Monday through Friday	On the east side of the street from West Grand Avenue to Central Avenue. On the west side of the street from West Grand Avenue to Central Avenue

**Section 2.** All Ordinances or parts of Ordinances inconsistent herewith are repealed.

**Section 3.** If any section, subsection, sentence, clause, phrase, or a portion of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 4.** This Ordinance shall become effective after second reading and publication as required by law.

**ORDINANCE**  
**CITY OF RAHWAY, NEW JERSEY**

No. O-03-25

Date of Adoption: \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 401 OF THE CODE OF THE CITY OF RAHWAY (VEHICLES AND TRAFFIC)**

NOW, THEREFORE, be it ordained, by the City Council of the City of Rahway, County of Union, States of New Jersey, that the following chapter be amended as follows:

**Section 1. 401-84 Schedule XXV: Parking by Permit Only**

**ADD**

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Williams St	Both	24 hours a day / Mon. through Sun.	From New Brunswick Ave to Main Street

**Section 2.** All Ordinances or parts of Ordinances inconsistent herewith are repealed.

**Section 3.** If any section, subsection, sentence, clause, phrase, or a portion of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 4.** This Ordinance shall become effective after second reading and publication as required by law.

# ORDINANCE

## CITY OF RAHWAY, NEW JERSEY

No. O-04-25

Date of Adoption: \_\_\_\_\_

### AN ORDINANCE AMENDING CHAPTER 393 TREE REMOVAL AND REPLACEMENT TO MAKE CERTAIN CORRECTIONS

WHEREAS, the City of Rahway adopted Ord. No. O-21-24 on July 8, 2024 establishing requirements for tree removal and replacement in the City of Rahway; and

WHEREAS, the City of Rahway would like to amend its regulations to certain standards regarding the replacement requirement for removed hazard trees and to the required fee per tree removed; and

NOW THEREFORE, BE IT ORDAINED, by the City of Rahway, in the County of Union, State of New Jersey, as follows:

SECTION I. Tree Removal and Replacement § 393-6 A. Tree Replacement Requirements Table shall be amended to include the following at the bottom of the table:

Category	Tree Removed (DBH)	Tree Replacement Criteria
<u>Hazard</u>	<u>DBH of 2.5 inches or greater</u>	<u>Replant 1 tree with a minimum caliper of 1.5 inches for each hazard tree removed.</u>

SECTION II. Tree Removal and Replacement § 393-6 B. (1) (b) shall be amended as follows:

- (b) Pay a fee of \$250 per ~~tree removed~~ **required replacement tree that cannot be planted and has been authorized as such by the Director of Public Works or City Engineer.** This fee shall be placed into a fund dedicated to tree planting and continued maintenance of the trees.

SECTION III. Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

SECTION IV. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

SECTION V. This ordinance shall take effect immediately upon adoption and publication according to law.

Deletions are noted by ~~strike throughs~~

Additions are indicated in **bold underline**

Language that remains unchanged is not highlighted in any way



**WHEREAS**, the City accepts the Property in satisfaction of the above-mentioned tax lien.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Rahway, Union County, State of New Jersey:

1. The acquisition of the property located at Block 279, Lot 10, commonly known as 767 Leesville Ave, Rahway, New Jersey 07065 in satisfaction of the unpaid tax lien of \$ 1,400,364.99 of Industrial Corner Corp. is hereby authorized and accepted.
2. The City Attorney and Business Administrator are hereby authorized to take all actions necessary to acquire Block 279, Lot 10, commonly known as 767 Leesville Ave, Rahway, New Jersey 07065.
3. The Mayor and Clerk are hereby authorized to sign and witness, respectively, any documents necessary to acquire the Property; and

**BE IT FURTHER ORDAINED**, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and in effect; and

**BE IT FURTHER ORDAINED**, that any ordinance or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict; and

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.



§ 97-2 Definitions.

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

DISTRICT MANAGEMENT CORPORATION

~~The City Council of the City of Rahway~~ **Rahway SID, Inc.**

[Amended 3-8-2010 by Ord. No. O-8-10; 7-10-2017 by Ord. No. O-16-17; 6-14-2021 by Ord. No. O-22-21]

[no amendments to § 97-3 to § 97-5]

§ 97-6 Designation of District Management Corporation; powers and duties.

[Amended 7-9-2007 by Ord. No. O-31-07; 3-8-2010 by Ord. No. O-8-10; 7-10-2017 by Ord. No. O-16-17; 6-14-2021 by Ord. No. O-22-21]

A. The City Council of the City of Rahway hereby designates the ~~City Council of the City of Rahway~~ **Rahway SID, Inc.** as the district management corporation for the district.

B. The district management corporation shall also have all powers necessary and requisite to effectuate the purposes of this chapter, including but not limited to:

- (1) Adopt bylaws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations and policies in connection with the performance of its functions and duties, **provided however that adoption of or changes to the bylaws are subject to approval of the Mayor;**
- (2) Employ such persons as may be required, and to fix and pay their compensation from funds available to the corporation;
- (3) Apply for, accept, administer and comply with the requirements respecting an appropriation of funds or a gift, grant or donation of property or money;
- (4) Make and execute agreements which may be necessary and convenient to the exercise of the powers and functions of the corporation, including contracts with a person, firm, corporation, governmental agency or other entity;
- (5) Administer and manage its own funds and accounts and pay its own obligations;
- (6) Borrow money from private lenders for periods not to exceed 180 days and from governmental entities for that or longer periods, subject to the approval of the City Council by resolution ~~acting in the manner of the City Council;~~
- (7) Fund the improvement for the exterior appearance of properties in the district through grants or loans;
- (8) Fund the rehabilitation of properties in the district;



- (9) Accept, lease or manage property in the district subject to the approval of the City Council by resolution ~~acting in the manner of the City Council~~;

[No further amendments to the remainder of § 97-6]

[No amendments to § 97-7 to § 97-10]

§ 97-11 Implementation.

[Amended 3-8-2010 by Ord. No. O-8-10; 7-10-2017 by Ord. No. O-16-17; 6-14-2021 by Ord. No. O-22-21]

This Special Improvement District became operable upon the incorporation of the Rahway Center Management Corporation. The Rahway Center Management Corporation is no longer the District Management Corporation for the District. The Rahway Arts and Business Partnership, a nonprofit corporation, is no longer the management corporation. The City Council of the City of Rahway is no longer ~~designated as the District Management Corporation~~. **Rahway SID, Inc. is designated as the District Management Corporation.**

**§ 97-12 (Reserved)** ~~§ 97-12 Rahway Arts and Business Advisory Board. [1]~~

~~[Added 6-14-2021 by Ord. No. O-22-21]~~

A. ~~Membership.~~

- ~~(1) The Rahway Arts and Business Advisory Board shall consist of five voting members who shall be appointed by the Mayor. Each voting member shall be a member of at least one of the following categories:~~

~~(a) Voting members:~~

~~[1] Owners of properties within the special improvement district.~~

~~[2] Owners/operators of businesses located within the special improvement district.~~

~~[3] Owners whose properties are for primary residential use located within the special improvement district.~~

~~[4] President of the City of Rahway Chamber of Commerce or designee.~~

~~(b) Nonvoting members:~~

~~[1] The Mayor of the City of Rahway (or designee);~~

~~[2] The Business Administrator of the City of Rahway (or designee);~~

~~[3] The City Council President of the City of Rahway (or designee);~~

~~[Amended 2-14-2022 by Ord. No. O-6-22]~~

~~[4] The Police Director of the City of Rahway (or designee);~~

~~[Amended 2-14-2022 by Ord. No. O-6-22]~~

~~[5] The City Engineer of the City of Rahway (or designee);~~

~~[Amended 2-14-2022 by Ord. No. O-6-22]~~

~~[6] The Director of Engineering and Land Use if not the same person as the City Engineer of the City of Rahway.~~

~~[Added 2-14-2022 by Ord. No. O-6-22]~~

- ~~(2) Each lot within the special improvement district shall only be represented by one voting member.~~

B. ~~Terms.~~ The regular term of office for Rahway Arts and Business Advisory Board positions

shall be for three years, except the President of the City of Rahway Chamber of Commerce or designee which shall be for one year. Each member shall hold office until a successor is appointed and confirmed. Terms shall commence on July 1. The initial term shall commence July 1, 2021, and expire December 31, 2021. The second term for appointments as of January 1, 2022, shall be staggered as follows:

- (1) One-year terms: The Mayor shall appoint two individuals to one-year terms. In the event that President of the City of Rahway Chamber of Commerce or designee is not appointed, the Mayor shall be able to appoint three individuals to one-year terms.
- (2) Two-year terms: The Mayor shall appoint one individual to a two-year term.
- (3) Three-year term: The Mayor shall appoint one individual to a three-year term.

C. Duties and responsibilities. Rahway Arts and Business Advisory Board shall have the ability to:

- (1) Adopt bylaws for the regulation of its affairs and the conduct of its business and prescribe rules, regulations and policies for the performance of its functions and duties.
- (2) Advise the district management corporation on any matters related to the special improvement district, including, but not limited to, matters related to the powers granted to the district management corporation in § 97-6B above.

### **§ 97-13 District Management Corporation Board Membership and Terms**

**A. Membership. The District Management Corporation shall consist of seven voting members who shall be appointed by the Mayor. Each voting member shall be a member of at least one of the following categories:**

1. **A resident of the City of Rahway.**
2. **Owners, operators of businesses or individuals employed within the Special Improvement District,**
3. **Owner of property[ies] within the special improvement district.**

**B. Terms. The regular term of office for District Management Corporation positions shall be for five years. Each member shall hold office until a successor is appointed pursuant to 97-13A. The initial term shall commence March 1, 2025, and expire December 31, 2025. The second term for appointments as of January 1, 2026, shall be staggered as follows:**

1. **Class A - One year reappointment, five years thereafter**
2. **Class B - Two-year reappointment, five years thereafter**
3. **Class C - Three-year reappointment, five years thereafter**
4. **Class D - Four-year reappointment, five years thereafter**
5. **Class E - Five-year reappointment, five years thereafter**
6. **Class E - Five-year reappointment, five years thereafter**
7. **Class E - Five-year reappointment, five years thereafter**

**C. Vacancies. In the event that a board vacancy occurs, the Mayor shall appoint a replacement member who shall complete the remaining term.**

**Section 2.** Part I, Chapter 97, Section 97-12 Rahway Arts and Business Advisory Board is hereby deleted in its entirety and “§ 97-12 (Reserved)” shall be inserted in its place

**Section 3.** All Ordinances or parts of Ordinances inconsistent herewith are repealed.

**Section 4.** If any section, subsection, sentence, clause, phrase, or a portion of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 5.** This Ordinance shall become effective after second reading and publication as required by law.

# ORDINANCE

## CITY OF RAHWAY, NEW JERSEY

No. O-07-25

Date of Adoption: \_\_\_\_\_

### AN ORDINANCE AMENDING CHAPTER 35, "MUNICIPAL ETHICS BOARD" OF THE CODE OF THE CITY OF RAHWAY

**WHEREAS**, on December 12, 2011, the City of Rahway (hereinafter referred to as "City") adopted Ordinance No. O-35-11 and adopted a Municipal Ethics Board pursuant to the New Jersey Local Government Ethics Law, N.J.S.A. 40A-9:22.1, *et. seq.*; and

**WHEREAS**, the Local Government Ethics Law, N.J.S.A. 40A-9:22.1, *et. seq* established a code of ethics for local government officers or employees under the jurisdiction of the Local Finance Board applicable to all New Jersey employees and officers; and

**WHEREAS**, the Local Government Ethics Law provides a method of assuring that standards of ethical conduct and financial disclosure requirements for local government officers and employees are clear, consistent, uniform in their application, and enforceable on a Statewide basis, and to provide local officers or employees with advice and information concerning possible conflicts of interest which might arise in the conduct of their public duties; and

**WHEREAS**, pursuant to N.J.S.A. 40A-9:22.2, the vitality and stability of representative democracy is dependent upon the public's confidence in the integrity of its elected and appointed representatives, and when the public perceives a conflict between the private interests and the public duties of a government officer or employee, that confidence is imperiled; and

**WHEREAS**, pursuant to N.J.S.A. 40A-9:22.4, the Local Finance Board within the Department of Community Affairs, Division of Local Government Services has jurisdiction to govern and guide the conduct of local government officers and employees; and

**WHEREAS**, the Local Finance Board has the authority to initiate, receive, hear and review complaints and hold hearings with regard to possible violations of the Local Government Ethics Law established by the State, or financial disclosure requirements by local government officers or employees serving the municipality in a timely and cost-effective manner; and

**WHEREAS**, the Local Finance Board has the authority to enforce the provisions of the Local Public Ethics Law and financial disclosure requirements with regard to local government officers or employees serving the municipality, including the ability to issue subpoenas, hold hearings, render advisory opinions, or forward to the county prosecutor or the Attorney General or other governmental body any information concerning violations of this act which may become the subject of criminal prosecution or which may warrant the institution of other legal proceedings by the Attorney General; and

**WHEREAS**, the Local Finance Board has operated continuously in place of the Rahway Municipal Ethics Board, and has done so effectively and at no cost to the City; and

**WHEREAS**, it is fiscally responsible and in the interest of government efficiency to refer all ethics complaints to the Local Finance Board.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Rahway, County of Union, State of New Jersey, being the governing body thereof, that Chapter 35 of the code of the City of Rahway is hereby repealed; and

**BE IT FURTHER ORDAINED**, if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the Courts to be invalid, such adjudications shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

**BE IT FURTHER ORDAINED**, any ordinances or parts thereof in conflict with the provisions of this Ordinance and repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, this Ordinance shall take effect immediately upon adoption and publication according to law.